

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA144

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following CONTRACTOR:

Allsteel Inc.
Name
2210 Second Avenue
Address
Muscatine IA 52761
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Ronald Hartman Phone #563-272-7386 Fax # 563-272-4887
Email hartmanron@allsteeloffice.com
Federal Tax ID# 36-071-7079 Vendor # _____ Commodity Code #42506/42513/42520/42540/42594

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:
WSCA Contract for Office furniture and related services through the authorized dealer network.
3. CONTRACT PERIOD: Effective date: 11/1/2012 Termination date: 10/31/2015 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): 1 Two Year Renewal
4. PRICING AS PER THE ATTACHMENT ATTACHMENT D
PAYMENT TERMS: NET 30 DAYS
DAYS REQUIRED FOR DELIVERY: ATTACHMENT B
MINIMUM ORDER: N/A
FREIGHT TERMS: ATTACHMENT B
5. ATTACHMENT A: WSCA Standard Contract Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Allsteel Lifetime Warranty
ATTACHMENT D: Pricing Information
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Bid #TO11013 dated 8/14/2011.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Malisa Bryant 10/22/12
Contractor's Signature Date
Malisa Bryant VP Sales
Type or Print Name and Title

STATE OF UTAH

Paul D. Smith 10/25/12
Director, Div. of Purchasing & General Svs. Date

ATTACHMENT A
Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal

Note: There are changes to the Conflict of Terms, Hold Harmless Clause, and Warranty. Additionally, the Entire Agreement Clause was added to the Terms and Conditions.

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUANTITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposal may be modified or withdrawn unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's

use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the order of precedence will be:

1. Participating Addendum from a Participating State or Entity; 2. Attachment A, WSCA Standard Contract Terms and Conditions (as revised); 3 Signature Page; 4.Attachment B, Scope of Work; 5. Attached Contractor Terms and Conditions, if applicable; 6. Attached Pricing Information; 7. RFP #TO11013; and 8. Contractor's response to RFP #TO11013.

These documents shall be read to be consistent and complementary. Any conflict among documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the State Cooperative Contract are only those that are expressly accepted by the Lead State and must be in writing and attached to the State Cooperative Contract as an Exhibit or Attachment. Terms and Conditions in a Participating Entity's Participating Addendum will apply for that Participating Entity. No other Contractor terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the solicitation, or terms listed or referenced on the Contractor website, in the Contractor quotation/sales order, or in similar documents subsequently provided by the Contractor.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each agency.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability,

including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to tangible property.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract to the extent that inclusion does not apply to the implied additional warranties. The Attachment C, Allsteel Lifetime Warranty specific to WSCA, will apply to this Contract.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the Participating States shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by

this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

ENTIRE AGREEMENT: This Contract, including all Attachments, and documents incorporated hereunder, and the related WSCA Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.

Revision date: 09/12/12

WSCA Office Furniture Scope of Work Attachment B

1. Product Categories

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included.

Seating: The seating category includes executive, task/work, guest/side, reception/lounge, conference room, stackable/foldable, stools.

Desks/Tables: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have drawer(s), doors, or other storage elements. Free standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.

Filing, Metal Storage, and Wooden Case-Goods: The filing, metal storage and wooden case-goods category includes, but is not limited to; bookcases, wardrobes, cabinets, free standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Design Services: Design Services include but are not limited to; space planning, installation plans, furniture migration strategies, reconfiguration of existing systems, assistance with furniture selection, interior office design, and computerized installation drawings.

Installation Services: Installation services include all labor required to disassemble, assemble, delivery, set-up, install, and otherwise finish an office installation or remodel project.

During the term of the contract, Allsteel may submit a request to update the awarded product line (within the scope listed in this Section) as products are introduced or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. Allsteel shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same product category.

2. General Provisions

Each participating entity shall select the authorized dealer(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of a participating addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel.

Each participating entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the participating addendum process.

Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and as the sole legal obligation of the OEM or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

The OEM will require their authorized dealers to abide by the terms and conditions and scope of work included in this agreement.

3. WSCA Master Agreement Administrator

The WSCA Master Agreement Administrator designated by WSCA and the State of Utah, Division of Purchasing and General Services is:

Terri O'Toole
State of Utah Division of Purchasing and General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061

Email: totoole@utah.gov

Phone: (801) 538-3147

Fax: (801) 538-3882

4. Length of Contract

The Master Agreement(s) resulting from this RFP will be for a period of three (3) years (initial term). The Master Agreement(s) may be extended beyond the original Master Agreement period (initial term) for a two (2) year period, by mutual agreement.

5. Price Guarantee, Escalation, and Adjustments

The Allsteel MSRP shall remain in effect for at least one (1) year from the date the WSCA Master Price Agreement goes into effect. The percentage discounts offered for each category of products shall remain firm for the duration of the WSCA Master Agreements including all optional renewals.

Products: Allsteel may update the pricing on their MSRP price list one time every 18 months after the first year of the original contract term. The WSCA Master Agreement Administrator will review a documented request for a MSRP price list adjustment only after the Price Guarantee Period of one year. The requested increase shall be based upon a documented cost increase to the OEM that is directly correlated to the price of the products on the OEM's MSRP that are covered under the Master Agreement. The price adjustment shall not produce a higher profit margin than the original contract, and shall be accompanied by sufficient documentation and nationwide notice of price adjustment to the published MSRP list.

The WSCA Master Agreement Administrator shall determine whether the requested MSRP price increase or an alternate option is in the best interest of the participating entities. The MSRP price increase request must be made at least 90 days prior to the effective date, and shall not go into effect until a Master Agreement amendment has been fully executed. Any approved MSRP price adjustments will carry a price guarantee period of 18 months and be effective on the date of the Master Agreement amendment.

In the event of a price decrease in any category of product at any time during the contract in an OEM's MSRP, including renewal options, the WSCA Master Agreement Administrator shall be notified immediately. All MSRP price reductions shall be effective upon the notification provided to the WSCA Master Agreement Administrator.

No retroactive price adjustments will be allowed for MSRP price adjustments.

During the term of the contract, Allsteel may submit a request to update the awarded product line (within the scope listed in Section 1.) as products are introduced or removed from the market. The Master Agreement Administrator will evaluate requests and update the contract offering via written amendment as appropriate. Allsteel shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same product category.

Design and Installation Services: Price escalation policy for Design and Installation Services will be negotiated during the participating addendum process.

6. Usage Reporting Requirement

All OEM's will be required to provide quarterly usage reports to the WSCA Master Agreement Administrator.

The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the WSCA Master Agreement Administrator.

Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

- Quarter #1: July 1 through September 30, due annually by October 30.*
- Quarter #2: October 1 through December 31, due annually by January 30.*
- Quarter #3: January 1 through March 31, due annually by April 30.*
- Quarter #4: April 1 through June 30, due annually by July 30.*

Administrator Name	Phone Number	Email Address	Tax Number
Julie Walter	563-272-4596	walterj@allsteeloffice.com	563-272-4887

This contact information must be kept current during the Master Agreement period. The WSCA Price Agreement Administrator must be notified if the contact information changes.

The purpose of the Master Agreement usage reporting requirement is to aid in Master Agreement management.

Some WSCA States may require additional reporting requirements. Those requirements will be addressed through the individual participating entity's Participating Addendum process.

Failure to comply with this requirement may result in Master Agreement cancellation.

7. Administrative Fee

Allsteel must pay a WSCA administrative fee of one half of one percent (.5%) in accordance with the terms and conditions of the contract. The WSCA administrative fee shall be submitted quarterly and is based on the actual sales of all products and services. The WSCA administrative fee must be included when determining the pricing offered. The WSCA administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA participating entities may require that an administrative fee be paid directly to the WSCA participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. The OEM will be held harmless, and may adjust (increase) the Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCA fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

Any payments that a Contracted Supplier makes or causes to be made to WSCA after the due date as indicated on the Quarterly Report schedule shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. The right to interest on late payments shall not preclude WSCA from exercising any of its other rights or remedies pursuant to this agreement or otherwise with regards to OEM's failure to make timely remittances.

8. Freight Terms

Allsteel shall ship all products F.O.B. destination, freight prepaid. Shipping costs must be included in the product price for all participating entities. All freight costs for shipments to the closest west coast shipping

port for Alaska and Hawaii must be included in the product price offered in response to this RFP. Alaska and Hawaii will negotiate freight rates from the closest west coast shipping port during the Participating Addendum process. Under no circumstances will Allsteel increase their profit margin through shipping charges to Hawaii or Alaska.

Allsteel is responsible for filing and expediting all freight claims with carriers. Allsteel shall pay title and risk of loss or damage charges.

The Participating entities reserve the right to examine freight cost and route shipments with their own contracted carrier.

9. Change in Representation

Allsteel must notify the WSCA Master Agreement Administrator of changes in the Allsteel key administrative personnel, in advance and in writing and upon approval by the WSCA Master Agreement Administrator. The WSCA Master Agreement Administrator reserves the right to require a change in Allsteel's representatives if the assigned representative(s) is not, in the opinion of the WSCA Master Agreement Administrator, meeting the terms and conditions of the contract.

10. Glossary

ANSI: A source for standards and conformity assessments by the American National Standards Institute. See www.ansi.org for more information.

ANSI/BIFMA: Safety and performance standards developed by The Business and Institutional Furniture Manufacturers Association (BIFMA) engineering committee. See www.bifma.org for more information.

Authorized Dealer: A qualified firm that has been designated by the OEM as authorized to sell products and perform services under the resulting Master Agreement(s).

BIFMA: The Business and Institutional Furniture Manufacturers Association. See www.bifma.org for more information.

California Technical Bulletin 117: Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture, March 2000 edition, also known as TB 117 or CAL 117. See <http://www.bhfti.ca.gov/industry/117.pdf> for more information.

Contract Administrator: A dedicated person with the authority and ability to manage compliance with the scope and terms and conditions for this contract.

Contracted Supplier: An original equipment manufacturer of office furniture that has been awarded a master agreement as a result of this procurement.

Mandatory Minimum Requirements: Requirements that must be met in order to be considered for further evaluation. Mandatory minimum requirements are non-negotiable. An offer that does not meet the mandatory minimum requirements will be disqualified from further consideration.

MSDS: Material Safety Data Sheets. See www.msds.com for more information.

MSRP: Manufacturer's Suggested Retail Price list.

NFPA 260: National Fire Protection Association – Flammability requirements for textiles. See www.nfpa.org for more information.

OEM: Original Equipment Manufacturer of Office Furniture.

OSHA: Occupational Safety Health Administration. See www.osha.gov for more information.

Participating Addendum: A Participating Addendum must be executed by any State that decides to adopt a WSCA contract.

A Participating Addendum shall be executed for each contractor by the individual State desiring to use their contract.

Additional States may be added with the consent of the contractor and the Lead State (on behalf of WSCA) through execution of Participating Addendums.

A Participating Addendum allows for each Participating State to add terms and conditions that may be unique to their State.

The Participating State and the Contractor shall negotiate and agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum.

States are not mandated to sign a Participating Addendum with all awarded vendors.

Participating Entity: A State that has indicated intent to participate in the solicitation process, or after award, a State that has executed a participating addendum.

Purchasing Entity: Any end-user in a participating State that is eligible to use the Master Agreement(s) through the participating addendum, including but not limited to State Agencies, Counties, Cities, Education, and other entities.

Qualified Entity: An entity that is eligible to use the Master Agreement(s).

Underwriters Laboratories: (UL) Independent, not-for-profit product safety testing and certification organization. See www.ul.com for more information.

Usage Report Administrator: A person responsible for the quarterly sales reporting and payments described in Section 6 Usage Reporting Requirement.

Volume Discount: A percentage discount offered by the seller to the buyer for purchasing a stated dollar amount of furniture products to be delivered at one time or over a specified period.

WSCA: Western States Contracting Alliance. See www.wsca.info for more information

11. New Releases

News releases or other public disclosure of information pertaining to this Master Agreement or the associated Participating Addendums may not be published without the prior written permission of the State of Utah.

12. State Seal Use

The Utah Great Seal Rule states, in section R622-2-3.Custody and Use, that "no facsimile or reproduction of the Great Seal may be manufactured, used, displayed, or otherwise employed by anyone without the written approval of the Lieutenant Governor."

Other participating States have similar rules that must be adhered to by Allsteel or interested parties.

13. Right to Publish

Throughout the duration of this Master Agreement term, OEM's and their authorized dealers must secure from the WSCA Master Agreement Administrator prior approval for the release of any information that pertains to the potential work or activities covered by this Master Agreement. The OEM shall not make any representations of WSCA's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of this Master

Agreement without prior written consent of the WSCA Master Agreement Administrator. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

General Contract Requirements

14. Product Offering

All products offered must be new. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

15. Dedicated Website

Allsteel must maintain a contract website for each Participating Entity. The purpose of this website is to inform end users of the individual state programs under any subsequent Participating Addendum. Such Contract Websites shall, at a minimum, contain:

- a. Product offerings and options, limited to the products and approved by each Participating Entity through their Participating Addendum.
 - b. A list of authorized dealers within the Participating State's that are authorized to service the Contract.
- Allsteel can provide personalized websites with varying levels of capabilities depending on requirements. Allsteel creates and maintain websites in the public realm for several states. Each open, dedicated URL will provide the contract-related content approved by the state which can include ordering instructions, authorized servicing dealers, contact information, published price lists, discount matrices, product images, as well as environmental information like certifications and recycled content. The product content can be limited to products and options approved by each Participating Entity. Allsteel will work with each state to determine any additional content needs and will post content to the site as defined during the requirements gathering process for the public site.
 - If further functionality is deemed as beneficial to the state, Allsteel manages a technology platform that can also provide a secure, dedicated site for each state that offers additional benefits of online catalogs, e-procurement, and asset management. Allsteel's customer web portal (Account Portal) system is a web-based tool that can be customized to the needs of each state. Similar to the personalized public-facing state sites, the intent of the secure portal is to be the central source of information relating to accounts/contracts but provides additional functionality around projects, orders, and furniture assets. The online Account Portal includes a standards catalog allowing you to choose the furniture, accessories, and options that work best for the organization while maintaining control of the furniture offering that is available to all locations. One of the benefits of utilizing this technology is that it provides consistency in furniture across many locations or departments. The tool will allow users to access product information, model numbers, images, and product details, and the flexible catalogs can be organized based on your requirements. The Account Portal also includes an online Resource Center. The online Resource Center provides a library to store a variety of information, from project files to product imagery to contacts. Allsteel's goal is to make it easy to find the information you need when you need it. The portal also provides e-Procurement capabilities to create efficiencies in the ordering process. The user can browse the product catalogs to load into a shopping cart which can be integrated into the customer's procurement system. The system also supports a quote workflow for posting and transferring of quote information to the customer. The Inventory/Asset Management application is also integrated into the online portal and allows you to view the inventory you have in storage and make decisions to achieve a better return on the warehoused assets. As items are warehoused, they are entered into the database which provides the user with an immediate view of the product available for reuse. The tool also has functionality to compare existing customer inventory to workstation typical files to determine missing components to order reducing unnecessary spend on new product. Finally, reporting and metrics can be provided within the customer portal. A needs assessment will be used to determine the reports that fulfill the customer requirements. Allsteel will work with each state to determine the requirements of each site and any associated costs of implementing the Account Portal if required.
 - The websites will provide detailed information on the products approved by each participating entity. The

public sites will have embedded content for each approved product line to include brochures, product descriptions, published pricing, discount matrices or calculations, imagery, and environmental information like certifications and recycled content. There will be a link to fabric options that includes digital swatches and pertinent fabric information. Detailed information around product compatibility can also be added as required.

- The websites, whether the secured or public version is chosen, will provide lists of authorized dealers within the geographic area of each participating entity.

16. Warranty General Information

The OEM shall, at a minimum, warrant the office furniture products and materials (excluding fabric) offered under this Master Agreement as defined below.

- a. Systems Furniture - Minimum 10 years
- b. Seating - Minimum 10 years
- c. Desk/Tables - Minimum 10 years
- d. Filing, Metal Storage and Wooden Case-Goods - Minimum 10 years
- e. Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
- f. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing by the Participating Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

A complete warranty is included as an attachment to this contract.

Allsteel provides a "Lifetime Warranty" on all product lines. Allsteel warrants products to be free from defects in material and workmanship for as long as the original purchaser owns them. Allsteel dealers are committed to providing labor required to repair or replace warranty items at no charge to the customer. This commitment is included in Allsteel's Dealer Agreements, which are renewed each year. Allsteel's standard warranty for laminates is 5 years; however, Allsteel has extended this to 10 years as required in the bid document.

Allsteel makes warranty easy by providing its "Lifetime Warranty" on all of its products and lists this information in one single document. A copy of this document will be provided to each Participating Entity.

There are two easy ways to access warranty information. The first is through your local Allsteel dealer. As our servicing partners, Authorized dealers have access to all purchases made under the WSCA contract and can easily assist each Participating Entity with all warranty work. The second is directly through Allsteel Customer Support. Each Allsteel product is shipped with a bar code containing specific product information such as model number and finishes along with an 800 number. This number will link participating entities directly to our corporate office. Through this serial number, our representatives can provide information specific to the product in question.

Discontinued Product:

Regardless of whether or not the product is discontinued, Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component that fails under normal commercial office use. Please review the written warranty for further details.

Allsteel is committed to providing furniture that incorporates purposeful design and ongoing product compatibility. As a result of this commitment, Allsteel will provide parts and components to the original owner for the useful life of the product. We are committed to ongoing product compatibility into the foreseeable future.

Over time, fabrics and finishes can go out of style, because these items are largely sourced from other vendors, it is difficult for us to guarantee ongoing availability. However, if a fabric or finish is discontinued from the offering, Allsteel will continue to provide the material as a COM (customer's own material) as long as it is available from the supplier.

17. Utah State Insurance Requirement

This pertains to the State of Utah insurance requirements. Other Participating States may identify different insurance requirements during the participating addendum process.

OEM's authorized dealers shall procure and maintain insurance which shall protect the authorized dealer and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The OEM's authorized dealer shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the participating States.

Authorized dealer is required to maintain the following insurance coverage's during the term of the WSCA Master Agreement:

- 1) Workers' Compensation Insurance – The OEM's authorized dealer must comply with Participating State's requirements and provide a certificate of insurance.
- 2) Commercial General Liability Policy per occurrence - \$1,000,000. Coverage to include bodily injury and property damage combined single limit.
- 3) Business Automobile Policy to include but not limited to liability coverage on any owned, non-owned, or hired vehicle used by OEM's authorized dealer personnel in the performance of this Master Agreement. The business automobile policy shall have the following limits of liability: Per Occurrence - \$1,000,000, Annual Aggregate - \$2,000,000, Annual Aggregate applying to products and services - \$2,000,000. Coverage must include premises and operations, bodily injury and property damage, personal and advertising injury; blanket contractual, products and services, owner named as an additional insured.

Within 10 days of contract award, the Contracted Supplier and/or Authorized Dealer must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

18. Delivery

Unless otherwise noted on a purchase order the Contracted Supplier or its authorized dealer must comply with the following delivery requirements:

- a. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as inside delivery, will be negotiated in the participating addendum process.
 - Drop Ship – Products will be delivered by a common carrier to a dock.
 - Inside Delivery – Products will be delivered by the Authorized Dealer inside an office building location as designated on a purchase order. Products will be unloaded and unboxed with no assembly required.
 - Installation – Products will be delivered, unloaded, and assembled according to design plan and to a move-in ready condition incorporating 3.13 Installation of Product requirements.
- b. Delivery of goods shall be made to any location specified on the purchase order. This could include multiple delivery locations on one purchase order. These locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.
- c. It shall be the responsibility of the Contracted Supplier or its Authorized Dealer to offer the services required to deliver, unload, uncrate, and assemble items ordered from any product category offered.
- d. The Contracted Supplier or its Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpster and trash receptacles that belong to the purchasing entity for

- the participating State shall not be used.
- e. Under no circumstances will Purchasing Entity personnel assist with unloading product.
 - f. The Purchasing Entities may elect to accept partial deliveries, however, final payment will not be made until all products have been received and accepted.
 - g. The Contracted Supplier or its Authorized Dealer is responsible for storage of product(s) prior to the delivery and installation date as established on the purchase order.
 - h. Emergency or rush deliveries requested by the Purchasing Entity that require special shipping and handling charges may be at the Purchasing Entity's expense, but only with prior written approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item.
 - i. In the event emergency or rush delivery is required as the result of an OEM or Authorized Dealer's error; all shipping and handling charges shall be paid by the Contracted Supplier including all charges for shipping and handling to Alaska and Hawaii.
 - j. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that shall remain the obligation of the Contracted Supplier or Authorized Dealer. Unless otherwise stated in the participating addendum or project agreement, if delivery is delayed more than ten (10) calendar days beyond the delivery terms, the purchasing entity may impose a penalty equal to 3% of total project cost per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week. This penalty may be imposed at the discretion of the purchasing entity, but does not preclude the Purchasing Entity from compensation from the Contracted Supplier or Authorized Dealer for other expenses or penalties caused by the late delivery.

Emergency/Rush Order Delivery:

Allsteel's expedite process is part of disciplined process control standard work. Having a clearly defined process—who, what, when and how—provides a solid service foundation on which Allsteel Dealers can provide the best service possible to each Participating Entity. To that end, the order expediting process includes these steps:

- Expedite request, either to an Authorized Dealer or Allsteel Customer Support
- Detailed information is required such as product, model number, finish, and required delivery date.
- Details on who, what, and why the request
- Allsteel processes the request and will provide any additional cost associated with the expedite such as:
 1. Carrier charge-backs
 2. Overnight costs for raw materials or delivery to site
 3. Supplier charge-backs due to interruption in their production schedules

Allsteel assesses an expedite fee of 5% of list to each expedited order, with a minimum charge of \$75.00, whether product or parts, to cover internal costs for the expedited order. This cost will be applied if the lead time request for the expedited order is shorter than the agreed upon lead time. Majority of expedites can be produced to ship within 48 hours of receipt. Express Solutions: Same discounts apply, plus addition of 2.5% list surcharge, non-discountable.

Lead Time:

Allsteel and its dealer-partners are committed to responsive service and back up this commitment with what are, quite possibly, the shortest standard manufacturing lead times in the industry. Just as important, orders are delivered complete and on time, with engaged dealer-partners that understand the importance of timely service. Allsteel's average lead time is 3 - 5 weeks; non-wood and standard fabrics on the 3 week end and veneer/COM products on the 5 week side.

- Actual transport time is based upon miles from manufacturing point to delivery site. FMCSA (Parent agency - DOT) regulates the number of hours a single driver can log per day, 11-hours driving limit. Transport time remains the same regardless of shipping method noted in section 3.7. The variable is size of the shipment, full truckload verses LTL (less than full load) and on the location of the delivery.
- For larger products where a single order will fill a truck, transport time will be determined by distance. Allsteel will schedule the delivery on the date and specific time requested by the Participating Entity. Allsteel manages the manufacturing process to allow for the number of transport days. Installation begins when the truck is received.

- Smaller orders (LTL) are grouped by region and delivered on a "lane date" which reduces transportation costs and our carbon footprint. Drop shipments and inside delivery shipments will be made on the lane date. Again, actual transport time will depend on distance. LTL transport can add from 1 day to 1 week lead time.
- Installed orders will be delivered to the servicing dealer on the lane date. Knowing the exact day product will arrive each week allows the dealers to plan installations in advance of receipt of product.
- As Allsteel and the dealer partners learn more about the requirements of each Participating Entity, Allsteel fully expects to provide lead times that will meet the specific needs and expectations.

The Allsteel delivery model is unequalled for on-time delivery performance. Allsteel uses a measurement called Complete and On-time (COT) to assess delivery performance. Production schedules are measured in daily increments, which allows for increased flexibility in meeting customer requirements. Shipping schedules are measured in hourly increments based on the dispatch time.

The industry standard for on time performance is to measure in weekly increments. This approach overlooks daily performance failures, and disguises the true impact to the client. Allsteel raises the bar by measuring in daily and even hourly increments. The Allsteel complete and on-time percentage (COT) currently averages over 98%, with many of the non-performance issues being customer-related (building not ready, no appointment available, etc.) All orders are FOB Destination, freight paid by operating company (Allsteel Inc.) to one destination within the continental US (CONUS). It is expected that we provide driver assist to dock; however, the deliveries are "tailgate".

19. Damage and/or Incorrect Product

- Damaged or Incorrect Product shall be reported to the Contracted Supplier or their Authorized Dealer by the Purchasing Entity within a reasonable time frame after the damage is noticed.
- The Contracted Supplier or their Authorized Dealer is responsible for pick-up and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Purchasing Entity.
- The Contracted Supplier or their Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the Purchasing Entity.
- The Contracted Supplier or their Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner. (Reference section 1.21 Freight Terms above)
- The Contracted Supplier or their Authorized Dealer is required to keep the Purchasing Entities informed of the replacement process and delivery date for any and all replacement orders.
- The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contacted Supplier error.
- In the event that a Purchasing Entity does not accept product due to damages or shipment error as described above, no Purchasing Entity, including Alaska or Hawaii shall pay additional shipping and handling charges for the shipment of replacement products.
- When requesting a product return for a Participating Entity ordering error, please contact the local Servicing Partner in advance for a formal Return Authorization. Upon approval, products are returned by the Participating Entity prepaid, and are subject to a restocking fee of up to 45% of the purchase price. If an item is shipped incorrectly by Allsteel as the result of an error by Allsteel or the local Servicing Partner, Allsteel will make the correction promptly without financial penalty.

20. Product Manuals

Upon request, an owner's manual shall be supplied for all procured products. Manuals may be available via the Allsteel website. The manual shall contain complete assembly and disassembly instructions including all necessary parts lists and diagrams.

21. OEM Contract Administrator

Administrator Name	Phone Number	Email Address	Fax Number
Julie Walter	563-272-4596	walterj@allsteeloffice.com	563-272-4887

22. Customer Service

- Allsteel or its Authorized Dealer must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.

- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 8AM to 5PM on Monday through Friday for the applicable time zones.
- c. Customer Service Representative will respond to inquiries within one business day.
- d. Allsteel or its Authorized Dealer must provide design services for the applicable categories.
- e. Allsteel or its authorized dealer must provide Installation Services for the applicable categories.
- f. Purchasing entities shall have the option of ordering through the OEM direct or through the authorized dealer network. Orders placed with dealers must be made out to Allsteel Inc. c/o dealer, 2210 Second Avenue, Muscatine, IA 52761.
- g. Due to the complexities of a multi-state contract, Allsteel will provide a multi-layer support model. The WSCA contract will be assigned a Government Account Executive (GAE) responsible for the overall management of product representation and sales support, and will be the primary point of contact for the Western States Contracting Alliance (WSCA). Each state will have a local Market Manager for day to day support to both the end users and our servicing dealers. The GAE will coordinate with each Market Manager to insure that all updates to both product and representation are communicated to each Participating Entity. This Market Manager will work with all participating dealers to insure that they have the necessary contract information and product knowledge to successfully satisfy each Participating Entity's needs. Key dealer resources will consist of project managers, designers, and certified installers. Allsteel will complement this effort with a dedicated customer support team in the corporate office.
- h. In addition to the standard customer support hours, Allsteel accepts emails and orders 24 hours a day and commits to respond to all inquiries within 4 hours of receipt during normal business hours. The electronic order entry system allows orders to be placed 24 hours a day, seven days a week.
- i. If a situation arises where assistance is needed off-hours, the Government Account Executive, Market Manager or Dealer Representative is available via email or phone. Allsteel can support orders received directly from the state, through our dealer network and through a web-based ordering system. **DIRECT:** EDI capabilities support the X12 standards for many different document types. The primary transport mechanism used for these types of documents is a VAN (Value Added Network). In addition to using a VAN, there are several other transport mechanisms in place, including the ability to import files (XML and SIF) through an online web application. Allsteel will support electronic orders from Ariba as well as provide the potential to support other procurement systems, if needed. Allsteel looks forward to reviewing system requirements with you at your request. Other direct order options include fax and email. Your dedicated customer support team will enter these orders into the system upon receipt and in turn provide you with confirmation. Allsteel accepts credit and P-cards at time of order entry; however, will not process for payment until the product ships. Standard Invoicing can also be paid by credit cards or EFT, and wiring information is included on each invoice. **DEALER:** Orders can be placed with your local Allsteel dealers. Orders placed with dealers must be made out to Allsteel Inc. c/o dealer, 2210 Second Avenue, Muscatine, IA 52761. The dealers enter orders electronically through a web-based Synergy program. This program allows the dealers to check on account information including order status, and delivery dates for real time data. **ONLINE:** Allsteel's online portal is capable of interfacing with e-ordering tools. Allsteel can support the following EDI documents: 850 Order; 855 Acknowledgement; 856 Shipment Notification; and 810 Invoicing. Allsteel can also support XML standards for order data transmission. In addition, Allsteel can provide a punch-out function from State systems using cXML. Allsteel's team will work with each Participating Entity on any custom interfaces.
- j. Allsteel's goal is to respond to any email or voicemail within 4 hours. All incoming calls and emails are automatically routed to the next available customer support member. Allsteel measures the wait time for each call as well as the time it takes to resolve an issue. These very important metrics are reviewed weekly to insure Allsteel is meeting the 4 hour response goal. If an issue is unresolved in 24 hours, it is placed on a 'hot sheet' that is elevated to a customer support manager.
- k. Allsteel dealers pride themselves on great service and the professionalism of their employees. You will find sales professionals that understand Allsteel products and who can find the best solution for your furniture requirements; licensed interior designers who know your local codes and who can assist you in meeting your design needs; certified installers that will complete the job professionally and provide a move in ready space; and business owners who will be involved in the process from beginning to end.
 - Professionally trained project management
 - Warehousing/distribution coordination
 - Consistent reporting, including schedules, and status reports, tailored to your requirements
 - Refurbish, reupholster, repainting coordination

- Forward thinking design and consultation
- Knowledgeable and timely consultation on reconfiguration requirements
- Flexible accommodation of changes and revisions with the least impact on original
- Professional cooperative interface with your key points of contact such as third party consultants, architects or contractors.
- A detailed scope of work for AutoCad design/layout services
- Communication and education of the full range of furniture choices, colors, etc
- Accurate and complete product specifications, counts and pricing
- A thorough analysis of project conditions, including goals, scope of work and project expectations with action plan
- Written project schedule with all critical dates
- Comprehensive site/conditions review, including logistics, critical field dimensions, building procedures, advise client of existing or potential site concerns
- Readily available consultation on Ergonomics and furniture related technical issues (voice/data, cabling, codes, electrical, etc)
- Informed single point of contact supervision for all contract furniture and services, coordination with project subcontractors and participation at project meetings.
- Thorough detailed project documentation and administration of all project paperwork, including quotations, acknowledgements and invoicing, in a timely manner.
- Advance notice of site deliveries & compliance with building delivery requirements
- On site supervision whenever on site work is occurring insuring technical quality.
- Minimal interference with your operations and minimal loss of productivity during service or installations
- l. How an issue or concern is addressed is an important part of Allsteel's culture. Most issues or concerns from customers and dealers are associated with either product (defects, damages, delivery etc) or service (response time, installation, etc). Product issues are managed through your dedicated customer support team. Issues are documented in a database system that records the necessary details such as model, customer, and issue information. This generates a Corrective Action Report, assigns a 'champion', and is funneled to the appropriate department for resolution. This could be as simple as entering a replacement order immediately or a more complex issue may result in a request for an Allsteel Field Service Engineering to be dispatched to the site. Every action taken to resolve the issue is logged in the system and tracked until the issue is resolved to the customer's satisfaction. Allsteel doesn't stop the process there; considering every issue an opportunity to improve. All Corrective Action Reports are reviewed by Quality Teams to establish the root cause. Allsteel uses this information to improve our processes and correct any deficiencies found. Allsteel tracks each product using a unique barcode serial number that ties to a production date and time including all of the original sales history. Barcode labels provide for a permanent record of order critical data and are readable in Asset Management systems. This information facilitates add-on orders, tracking repairs as well as utilization of Allsteel's Lifetime warranty on products. Data captured through the use of serialized products is made available for client use in xls/csv format.

23. Installation of Product

Allsteel or its Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, Allsteel or its Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or Allsteel or its Authorized Dealer shall make restitution, as agreed upon by the parties.

General:

- a. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly team and the supervision of the team.
- b. The Contracted Supplier or Authorized Dealer is responsible for ordering any missing, damaged, or incorrect items upon discovery.
- c. The Purchasing Entity shall incur no additional charges as a result of the Contracted Supplier or Authorized Dealer's error.

- d. The Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contracted Supplier is not able to properly clean and ready the site for occupation by the designated move in date.
- e. The cost of additional cleaning shall be fully reimbursed by the Contracted Supplier or Authorized Dealer.

Specific to Systems Furniture and Accessories:

- a. The Contracted Supplier or Authorized Dealer must offer Design Services as described in Section 3.13.
- b. The Contracted Supplier or Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk-through inspection and provide a punch out checklist if requested.
- c. The punch out written checklist shall be a listing of any missing, incorrect, or damaged items.
- d. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and shall include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the work stations to be in move-in condition.

Specific to Seating:

- a. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly of the product. Installed items must be fully assembled and ready for use within the agreed upon timeframe of the Purchasing Entity.
- b. The Contracted Supplier or Authorized Dealer is responsible for ensuring that a final cleaning will be completed prior to the final walk-through and acceptance of the seating items.

Specific to Desks, Tables, Filing, Metal Storage and Wooden Case-Goods:

- a. The Contracted Supplier or Authorized Dealer must offer Design Services as described in Section 3.13.
- b. The Contracted Supplier or Authorized Dealer shall be fully responsible for the assembly of installed product. Installed product must be fully assembled and ready for use the agreed upon timeframe of the Purchasing Entity.
- c. The Contracted Supplier or Authorized Dealer must place all desk, tables, filing, metal storage and wooden case-goods in the location designated by the Design Plan or Purchasing Entity.
- d. The Contracted Supplier or Authorized Dealer is responsible to ensure that a final cleaning will be completed prior to the final walk-through and acceptance of all purchased items.

24. Design Services

Allsteel shall provide, if offering open office panel systems, through their Authorized Dealer network, to all purchasing entities, all design, reconfiguration, and layout services at a contracted hourly rate for each State. The contracted hourly rate for these services will be negotiated during the Participating Addendum process by each Participating State.

- a. Fabric, paint, and finishes shall be available electronically and incorporated in CAD drawings to aid in the selection process. The accuracy of all facility dimensions, obstructions, and attributes shall be the responsibility of the OEM's Authorized Dealer for each Participating Entity.
- b. The OEM Authorized Dealer network shall be responsible for overages, shortages or all other ordering errors resulting from orders based on the design work completed by the OEM's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the OEM's Authorized Dealer design or ordering process.
- c. If the OEM's Authorized Dealer for each Participating Entity is found to have designed and specified a new furniture installation which does not fit properly due to inaccurate floor plans, it shall be the OEM's Authorized Dealer for each Participating Entity's responsibility (financially and logistically) to resolve the matter to the Purchasing Entity's satisfaction. No payment shall be made until the issue is fully resolved and approved by the Purchasing Entity's project manager for any Participating Entity.
- d. The OEM's Authorized Dealer for each Participating Entity shall provide an installation plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data

outlets. The Purchasing Entity's project manager for any Participating Entity shall approve, in writing, the final plan.

- e. The OEM's Authorized Dealer shall be responsible for all plans and their review for correct product application and stability. The OEM's Authorized Dealer is responsible for notify the Purchasing Entity's project manager immediately of any deviations or inconsistencies with product capabilities, including unusual assembly requirements.
- f. The OEM's Authorized Dealer is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at assembly time, the OEM's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.

25. Annual Meetings with Participating Addendum Contract Holders

The WSCA annual meeting will be attended by both the Contract Manager and the Government Account Executive for Allsteel. These individuals can provide all of the information necessary for a new participant to utilize the WSCA contract such as:

- Contract Pricing
- Website development
- Contact information for the Allsteel Market Manager and servicing dealers
- Marketing materials
- Product information, i.e. Sustainability
- Warranty information
- Order processing details
- Any additional questions

26. Annual Meeting with Master Agreement Administrator

The Contract Manager and Government Account Executive for Allsteel will be prepared with detailed reports outlining:

- Total contract purchases
- Total contract purchase by product category
- Total contract purchase by state
- Total contract purchases by state, by product
- Quality report
- New product introductions
- Fabric and finish updates
- Website traffic/usage
- Updates on Authorized Allsteel Dealers

27. Contract Implementation

Single Point of Contact and responsibilities. The Government Account Executive (GAE) will be responsible for the overall management of the Western States Contracting Alliance (WSCA) and will be the single point of contact. The GAE will communicate all expectations to key project resources for each individual state and holistically for the life of WSCA. Key resources will consist of the Allsteel Market Manager and the dedicated Customer Support Team for each participating state and servicing dealers associated with each state. Critical to a complex contract alliance is a Contract Manager to assume all reporting responsibilities. This dedicated individual will work closely with the Government Account Executive and the WSCA contract team to provide all necessary reporting.

Maintaining seamless performance while addressing underperforming partners. The Allsteel dealer network is comprised of independent and Allsteel owned dealer-partners; like Allsteel, dealer partners are dedicated to providing the best products at the best price with the best service to WSCA. A project is only as successful as the final installation and Allsteel is aware of the risks associated with poor performing dealers. Therefore, all dealers sign an annual dealer agreement that outlines expectations for design, project management and installation. It

clearly states that a dealer can be terminated with a 30 day notice and establishes very clear expectations; each quarter dealer partners are evaluated formally to insure Allsteel's high expectations are met.

Allsteel provides dealer partners with many resources to help them succeed on projects no matter the size or scope; the goal is to insure every partner is successful on every project. To that end, the approach is very proactive. A factory project manager and project coordinator work with dealer partners in the design and ordering phase of the project as well as logistics. An important aspect of this involvement is maintaining up to date AutoCAD drawings of the active project. At any time during this process if the GAE feels that the partner is falling behind, immediate action is taken and a team of subject matter experts will be deployed to the partner's site to assist in design or project coordination. The purpose of this deployment is to determine the root cause of any issues and propose appropriate remediation. Allsteel works closely with the partner to correct any deficiencies and get them back on track. If it is determined by Allsteel that the partner cannot recover, another dealer-partner will be brought in to complete the project under the very close supervision of the Allsteel project manager.

Allsteel remains very proactive once product has arrived on site through the dispatch of a Field Service Engineer. These individuals work closely with the installation team at the beginning of a project to insure that all proper installation and safety procedures are being followed. Because of their vast experience, they are quick to see patterns or issues that can cause delays or problems; remediation is immediate, typically eliminating the need for any changes to the installation team.

28. Escalation Management Plan

Allsteel employs an escalation process to address poor performing team members and other issues that may arise. Escalation happens in a three level process. Each level has its associated color-code that describes its elevation of escalation: **GREEN**, **YELLOW** and **RED**.

The procedure for corrective action in the event of dissatisfaction with service, quality or any other issue would be as followed:

1. Record the specific details and gather all relevant information addressing the dissatisfaction issue.
2. Report information to Level 1-**GREEN** on the Escalation Process chart, the Government Account Executive.
3. The dissatisfaction issues will be reviewed by the Government Account Executive, Contract Manager, and any team members to which the issue relates. Corrective action will be implemented immediately.
4. All dissatisfaction issues will be addressed in writing in the subsequent progress meeting along with the corrective actions that were implemented.
5. If the Level 1-**GREEN** corrective actions were not effective or failed to solve the issue within 48 hours, the issue will be elevated to Level 2-**Yellow**, the Contract Manager, and steps 3 through 4 will be repeated.
6. In the unlikely event that Level 2-**YELLOW** corrective actions were not effective or failed to solve the issue, the issue will escalate to Level 3-**RED**, Executive Sponsor, who has full authority to commit members and resources to ensure service satisfaction.

29. Authorized Dealer List

Allsteel is responsible to update (addition/deletion) and keep current the Authorized Dealer list available on the website.

30. Authorized Dealer Performance Measurement and Corrective Action Policy

Selection Process:

The criteria used to select a dealer includes a review of the need for coverage in a particular geographic area, dealer infrastructure and full service capabilities in order to meet sales and service objectives. This includes evaluating the overall alignment of dealership strategic priorities with the long term strategies of Allsteel. The evaluation process is based solely on qualifications, without regard to race, color, religion, sex, age, disability, creed, veteran status, marital status, sexual preference or national origin.

Potential dealers are required to complete a business plan outlining specific action for servicing their trading area. This plan is reviewed in detail with the Dealer Development team and Allsteel Management. This plan provides insight into a dealer's strengths and weaknesses and gives Allsteel the information necessary to make an informed decision about additions to the dealer network. After a dealer is added to the network, Allsteel continues to work with them to insure that they maintain the high standards expected of Allsteel dealers through ongoing training and

development opportunities.

Performance Measurement:

Allsteel measures the performance of its Dealer partners in several ways ranging from financial strength, operational performance identified on a Dealer scorecard, service capability, and strategic alignment. Outlined below are the metrics used and what this means to WSCA as the customer.

Financial

- Credit risk (Z score)
- Bonding Capacity

Financial stability is critical to a small business. Allsteel requests financial statements from our dealers bi-yearly and when a large project could impact a dealer's cash flow. This evaluation is performed by the Allsteel finance team and reviewed in detail with the dealer principal.

Operational

- Order Efficiency %
- Order Quality #
- Order Expedite % and \$
- Quality - complaints per million (CPM)
- Quality - project punch performance

Each dealer receives a scorecard monthly that provides the operational metrics noted above. This provides insight into a dealer's backroom capabilities and provides Allsteel an opportunity to assist our dealers to achieve operational excellence.

Alignments and Capabilities

- Full service capability
- In-house design and project management
- Strategic alignment with Allsteel including continuous improvement, joint growth planning, and business reinvestment

Being financially and operationally strong is critical in making sure you have the right dealer partner; however, a key differentiating factor is the services and service levels that can be provided. Strategic alignment, growth planning, and business investments ensure the future viability of a dealership. During the quarterly dealer review, these important functions are reviewed to establish best practices and identify areas for improvement.

Dealership Revocation:

Allsteel conducts a Performance Review and Business Evaluation quarterly with dealer principals. This enables an opportunity to work with dealers before service levels or financial issues impact a customer. However when a dealer's service level does fall below accepted standards, the Dealer Development team initiates a performance improvement plan specific to that dealer in conjunction with the dealer principal. This plan includes specific, measurable action steps that must be acted upon within a reasonable period of time. If a dealer fails to meet these requirements, the dealer will be terminated.

The Performance Review and Business Evaluation are performed by the Regional Sales Manager, the Account Development Manager, the Dealer Principal and Dealer Management. The purpose is to review, discuss and document a dealer's performance in accordance with the annual market plan and results achieved; to ensure an ongoing dialogue to discuss the market place, areas of performance or improvement and necessary action item; and to determine whether, based on market and business conditions, changes or modifications to the annual plan may be appropriate.

Performance Improvement:

As noted in the response above, the quarterly Performance Review and Business Evaluation program provides a format and process that enables Allsteel to help dealers to grow and achieve operational excellence. These meetings result in a detailed action plan specific to that dealer that clearly identifies strengths and weaknesses and always includes specific, measurable, action steps for improvement.

Allsteel strives to provide dealers with the tools they need to be successful. Training and development programs are designed to assist dealers with performance challenges and to provide ongoing opportunities to all dealers to increase their knowledge.

The training web site serves as an incentive and education vehicle for dealers. The site offers over 100 mini courses that can be taken via the web. These classes cover a broad range of business topics such as PowerPoint, Excel basics, financial planning and employee coaching and training. These classes can be accessed anytime from any computer with Internet access. If a dealer is involved in corrective action, a detailed list of required training is provided; if more personalized training or professional assistance is needed a subject matter expert is engaged.

To insure dealer sales representatives are knowledgeable in both product and process, Allsteel offers both on-line and classroom training, Allsteel University currently offers a variety of core courses held at the Allsteel Headquarters building located in Muscatine, Iowa. Allsteel University also offers onsite training upon request. These courses are hands-on interactive classes that include topics such as product features and benefits, installation, competitive product training, presentation skills, complex selling strategies and sustainability. Courses run from two to four days, depending on the type of class. Each class size will not exceed 32 students. Limiting the class size allows for a broad depth of sharing between the participants. Allsteel University is located within minutes of several Allsteel manufacturing plants. Touring the manufacturing facilities is an important chapter in each product and installation class.

Track and Response System:

Customer quality issues are documented in a database system that records model, customer, and issue information. These quality issues are addressed and resolved through a Corrective Action system. Production and Distribution groups are given highly visible, internal goals to correct customer quality issues. Allsteel has a team of Field Service Engineers across the country that work closely with our dealer network to insure that manufactured goods from all Allsteel factories are meeting high standards. If an issue is found during an installation, an FSE is immediately dispatched to identify the problem, initiate the Corrective Action Report and insure that the issue is resolved to the satisfaction of the customer.

A key responsibility of the FSE is to determine the root cause of issues seen in the field. For instance, if fabric applied to acoustical tiles is not adhering correctly, the FSE will work with the responsible manager in our manufacturing facility to insure that the equipment is working properly and that the member responsible for that process is trained properly. Understanding the root cause of a problem is a key attribute of our Rapid Continuous Improvement plan.

The Field Service Engineers perform another important function in the field – hands on installation training. FSEs spend time with certified installation companies to insure that they are installing according to Allsteel standards.

Product Requirements

31. Performance Standards

All office furniture products offered in response to this RFP shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA X5.6-2010.

32. Systems Furniture Requirements

All office furniture products offered in response to this RFP shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA X5.6-2010.

All panels and components shall be designed of material and workmanship to withstand hard daily usage over an extended life. Products must be free of all imperfections, defects, and hazards which might affect appearance, normal life, serviceability, or user safety. All panels must stand erect and rest firmly on their bases to assure safety, good appearance, and provide a stationary work station. All panels shall be plumb, level, and tight where the panels join together. Panels and components shall have identical range of modularity so that they are interchangeable between workstations. The system shall be capable of being installed over finished flooring without the penetration of the flooring and without the use of floor fasteners and must allow for reconfiguration without any floor patching.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available. All panel system products offered in response to this RFP shall meet or exceed applicable test and performance standards prescribed in ANSI/BIFMA X5.6-

2010 Panel Systems - Tests. Do not submit independent test data or published literature to prove compliance with ANSI/BIFMA X5.6 2010, however, the participating entities reserve the right to request second party testing data at any time.

- b. Workstations shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage. Workstations shall be designed in a manner that components may be completely removed from one side without disturbing the other workstation.
- c. After award, individual quotes to purchasing entities shall include all miscellaneous items (hardware, brackets, clamps, braces, etc.) that would be necessary for the installation and layout in compliance with the manufacturer's recommendation. Manufacturer's standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in the quote.
- d. Component mounting hardware shall be concealed from view or flush, and feature safety locking devices or be manufactured in a manner to prevent accidental dislodging. Exposed fasteners (screw heads, bolts, hinges, etc.) that are not flush mounted are not permitted. All connectors and fasteners shall be capable of being installed and dismantled without damage to panels or adjacent surfaces.

33. Seating Requirements

All product offered in response to this proposal must meet ANSI/BIFMA X5.1-2002 General Purpose Office Chairs – Tests, and California Technical Bulletin 117, Requirements, Test Procedure and Apparatus for Testing the Flame Retardance of Resilient Filling Materials Used in Upholstered Furniture, March 2000 edition, also known as TB 117 or CAL 117. The participating entities reserve the right to request second party testing data.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Seating shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. Polyurethane foams shall have a minimum polymer density of 1.7 PCF or higher. Cannot be loaded or filled foam. Minimum IFD Softness value is 28-32 medium.
- d. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

34. Desks and Tables Requirements

All product offered in response to this proposal must meet ANSI/BIFMA X5.5-2008 Desks/Table Products – Tests.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Desk and tables shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. OEM suppliers must provide standard trim for all exposed ends, junctions, corners or changes in height.
- d. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

35. Filing, Storage, and Casegoods Requirements

All product offered in response to this proposal must meet ANSI/BIFMA X5.9-2004 Storage Units – Tests. The participating entities reserve the right to request second party testing data.

- a. All products offered in response to this RFP shall be standard catalogue items for which printed literature, specifications, and certified test results are available.
- b. Case -goods shall be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.
- c. All product shipped must have an identification tag/sticker which must include the following information: manufacturer's name, model number, and year built.

36. Environmental

Allsteel's environmental management system is fully aligned with ISO 14001, but is not certified. Allsteel uses the 14001 "plan, do, check, act" model and a well organized system that builds on a culture of Rapid Continuous Improvement. Allsteel also provides integration of safety and environmental management into mainstream manufacturing (which 14001 does not do). Allsteel believes all systems work better when they are tightly integrated across the company's business structure.

The environmental and safety management system (ESMS), implemented in 1992, assures that environmental impacts are being considered at each change in material and/or process. The ESMS seeks to standardize the management of routine environmental change and leverage member creativity to provide innovative improvements to environmental performance.

Corporate staff members developed training modules covering applicable environment requirements and best practices. The modules are essentially self-audit protocols organized into a rotating twelve-month program using key reporting dates as anchors. In addition, the complete program is available through Allsteel's intranet allowing immediate and continuous access to reference information. The program provides classroom and online instruction with workbook and homework assignments. Each facility manager certifies completion of the self-audits each quarter.

Structurally, Allsteel has Environmental Health and Safety members in the manufacturing sites who assure compliance, a corporate Environmental and Safety Manager at Allsteel's parent company who shares information and innovation among our sister companies, and a Sustainability Manager, who works with Allsteel members and customers on environmental education and other projects.

Allsteel is ISO 9001:2008 certified.

- **Durability-** Allsteel furniture is designed to be durable and refreshable for long use, which is the most environmentally positive attribute of a product. When a product is durable, then fewer resources must be extracted to make and transport new replacement products.

- **Rapid Continuous Improvement: Reduce/Reuse/Recycle-**Allsteel's culture of rapid continuous improvement (RCI), introduced as Kaizen in 1992, drives the most efficient ways to use materials and energy in production, then to recycle what cannot be used. Examples include the changing of painting methods from wet paint to powder coating for most products. Members (Allsteel employees) are empowered to constantly seek ways to improve methods and drive out waste. The corporation worked with the U.S. Environmental Protection Agency to share experience using RCI to write the EPA manual Lean and Environment Toolkit. Allsteel won a Green Good Design award in 2009 for its lean & green production methods.

- **CO₂ emissions reductions/climate change-** Allsteel uses the USEPA Greenhouse Gas Equivalency Calculator to evaluate impacts of manufacturing, energy use, product transport, and landfill avoidance on global climate change. Allsteel buys certified renewable energy credits (RECs) for the amounts of energy used for many of the new resource centers and products. Allsteel is beginning the process of implementing geo-exchange (similar to geothermal) for heating and cooling in the manufacturing site. The headquarters office has two solar "sunflowers" collectors that generate enough electricity to power 40 laptop computers.

- **Packaging/Transport-** Allsteel has drastically cut the amount of packaging material used to ship products; reducing waste, allowing more products per truck, and decreasing the number of trucks on the roads and the amount of fossil fuel used. Allsteel works with suppliers to institute the use of reusable containers, replacing disposable packaging, and routing of trucks to maximize fuel efficiency. Packing materials, such as corrugate, required to protect product contains recycled content and can be recycled.

Greening our Suppliers- Allsteel's domestic and international suppliers must agree to a Code of Conduct regarding their environmental and social impacts. Allsteel strongly encourages participation of its suppliers in USEPA's Green Suppliers Network program. Asian suppliers are participating in an innovative program to improve their impact on the environment and their workers.

Product Care and Fate- Allsteel cleaning instructions are provided with products, most of which can be cleaned with simple, non-toxic products and can later be refreshed with new finishes for continuing use. Allsteel is expanding its programs to deal with furniture once it has reached the end of its useful life by sharing disassembly diagrams, identifying recycling facilities, and working out arrangements to help clients get furniture to off-site recycling facilities.

Allsteel's current products were certified at level-2 in early 2010. Certification lasts for three years unless seeking a higher level sooner, as Allsteel is doing in 2011. Systems products are currently (as of May 2011) being evaluated for both recertification (they were originally certified in 2008) and the pursuit of level-3 certification. The new Stride bench is going through its first evaluation with level-3 predicted. All upcoming new products will be submitted for certification at the appropriate time in their development process. Rather than "cherry pick" the easiest products to certify, Allsteel is on schedule to achieve level-3 certification for all of its products by 2012.

Allsteel adheres to the Federal Trade Commission's Part 260 *Guidelines for the Use of Environmental Marketing Claims*. Allsteel uses the following third party certifications of environmental claims to protect credibility and avoid greenwashing:

- **Leadership in Energy and Environmental Design (LEED) certifications and expertise-** Allsteel believes in meeting the same requirements as clients so Allsteel seeks certification of new showrooms to LEED for Commercial Interiors, with three silver awards and three gold awards (including one in Toronto) currently. Allsteel registered the headquarters office and factory to seek LEED for Existing Buildings certification. Allsteel has a large staff of LEED Accredited Professionals who can advise clients seeking LEED certification for their projects.

Allsteel furniture can support a number of LEED for Commercial Interiors (LEED-CI) (the rating system where furniture fits best) credits due to the materials used and the expertise of Allsteel LEED APs to design with LEED certification in mind. Products are tested for emissions by an independent laboratory to meet the requirements of LEED-CI EQ 4.5 and Environmental Data Sheets (EDS) make it easy to know the amount of recycled content contributed to MR 4. Allsteel has energy efficient task lighting (EA 1.1) that can be individually controlled (EQ 6.1). The design team can help to select furniture that will support "daylighting" and seated views (EQ 8.1 and 8.2) credits. FSC certification was completed in June 2010, adding MR 7 to the credits we support.

- **Indoor Advantage and Indoor Advantage Gold certifications from Scientific Certification Systems (SCS)**

- Allsteel furniture is tested by an independent, qualified laboratory (Berkeley Analytical Associates), then the results are certified by SCS as Indoor Advantage, meeting the requirements of LEED for Commercial Interiors EQ 4.5: Low Emitting Materials: Systems Furniture and Seating (Option 3). Option 3, the BIFMA method, is the most accurate method for evaluating the formaldehyde and other volatile organic chemicals (VOC) emissions. Allsteel's particle board meets the California Air Resources Board (CARB) rules on formaldehyde content.

http://www.allsteeloffice.com/AllTogetherNow/Indoor_Air_Quality.aspx

- **level™-2 certification from Scientific Control Systems (SCS) - Refer to 6.2.1.1.b for details.**

- **Forest Stewardship Council (FSC) certified wood-** In recognition of the importance of sustainable harvesting practices in the timber industry, Allsteel became certified to handle FSC certified wood for its products during the second quarter of 2010. Most of Allsteel's wood suppliers are now certified and many sources have been certified in other programs previously. Allsteel's veneer comes from its sister company, Gunlocke, which is also FSC certified. All wood used by Allsteel is CITES compliant.

Allsteel Lifetime Warranty specific to WSCA

Allsteel Inc. warrants its products to WSCA members to be free from defects in material and workmanship for as long as the original purchaser owns them.

Allsteel will repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after August 29, 2010, that fails under normal commercial office use.

Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.

This warranty is subject to the following provisions:

Some natural variations occurring in wood, leather, or other natural materials are inherent to their character and not considered defects. Allsteel does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Additionally, a Customer's Own Material (COM) selected by, and used at the request of, a user is not warranted.

The materials and components listed below are covered according to the following schedule from the date of sale:

- Systems furniture – 10 years.
- Seating – 10 years.
- Desk/ tables – 10 years.
- Filing, metal storage and wooden case-goods – 10 years.
- Laminates – 10 years.
- Wood products and electrical components (lamps and ballasts are not covered) — Twelve Years.
- Seating controls, wood seating, glides, pneumatic cylinders, casters and polymer-based components, stacking chairs, foam, and Sum[®] AutoFit[®] technology — Ten Years.
- User-adjustable worksurface mechanisms, tablet arm mechanisms, panel and seating upholstery fabrics, Scout™ mesh, and other covering materials — Five Years.
- #19[®], Acuity[®], Sum, Relate[®], Trooper[®] asynchronous and synchro-tilt models, Scout, Seek™, and Inspire™ are warranted for multiple shifts and users up to 300 lbs. All other Allsteel chairs and components are warranted for single-shift, 40-hour workweek usage.
- #19 chair, including components and material, is warranted for as long as the original purchaser owns the chair.
- Acuity, Relate, #19, and Seek mesh/carriers are considered structural chair components and as such are warranted for as long as the original purchaser owns the chair.
- Reed LED Undercabinet Light — fixtures warranted for 3 years, power supply for 1 year.
- Link™ LED Lighting — 5 years.

This warranty does not apply to:

- Normal wear and tear over the course of ownership;
- Modifications or attachments to the product not approved by Allsteel;
- Products not installed, used, or maintained in accordance with product instructions and warnings;
- Products used for rental purposes; and
- Damage caused by the carrier in-transit, which is handled under separate terms.

Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame, or within a time frame that is agreed to in writing by the Participating Entity. This process is to ensure sufficient lead time for ordering warranty parts, components, or products during the entire warranty period.

To the extent allowed by law, Allsteel makes no other warranty, either express or implied, including any warranty of merchantability or fitness for a particular purpose. ALLSTEEL WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada. Your Allsteel Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty please contact your Allsteel Dealer.

ATTACHMENT D
Allsteel - Rush Orders, Cancellation Charges, & Restocking Fees

Rush Order Charges	5% Charge
Cancellation Policy	Products made to order. Orders cannot be canceled or changed
Restocking Fees	Up to 45%

Systems Furniture & Accessories	Order Size at Net				
	Under \$20,000	\$20,000 to under \$100,000	\$100,000 to under \$250,000	\$250,000 to under \$500,000	Over \$500,000
Monolithic Detail					
Concensys, Involve	71.2%	71.2%	71.2%	71.2%	71.2%
Frame and Tile Detail					
Terrace DNA	73.5%	73.5%	73.5%	73.5%	73.5%
Stride Systems	74.2%	74.2%	74.2%	74.2%	74.2%
Align Systems	72.2%	72.2%	72.2%	72.2%	72.2%

Desks and Tables	Order Size at Net				
	Under \$5,000	\$5,000 to under \$50,000	\$50,000 to under \$100,000	\$100,000 to under \$200,000	Over \$200,000
Desks Details					
Cadence	71.2%	71.2%	71.2%	71.2%	71.2%
Align - Metal, Stride Benching	72.2%	72.2%	72.2%	72.2%	72.2%
Stride Desking & Painted Wood	74.2%	74.2%	74.2%	74.2%	74.2%
Align - Wood	58.7%	58.7%	58.7%	58.7%	58.7%
Tables Details					
Merge, Get Set, Aware	63.5%	63.5%	63.5%	63.5%	63.5%

Filing, Metal Storage & Wooden Casework	Order Size at Net				
	Under \$5,000	\$5,000 to under \$50,000	\$50,000 to under \$100,000	\$100,000 to under \$200,000	Over \$200,000
Filing Details					
Storage Towers, Overfiles, Bookcases	65.4%	65.4%	65.4%	65.4%	65.4%
Essentials & Persona Lats. & Vert. Files	63.7%	63.7%	63.7%	69.9%	69.9%
Stride Storage Metal & Painted Wood	74.2%	74.2%	74.2%	74.2%	74.2%
Align Storage - Metal	72.2%	72.2%	72.2%	72.2%	72.2%
Align Storage - Wood	58.7%	58.7%	58.7%	58.7%	58.7%
Reach Storage	71.2%	71.2%	71.2%	71.2%	71.2%
Essentials & Persona Peds. & Overheads	71.2%	71.2%	71.2%	71.2%	71.2%
Wooden Casework Details					
Align Storage - Wood	58.7%	58.7%	58.7%	58.7%	58.7%
Stride Storage Painted Wood	74.2%	74.2%	74.2%	74.2%	74.2%
Metal Storage Details					
Storage Towers, Overfiles, Bookcases	65.4%	65.4%	65.4%	65.4%	65.4%
Essentials & Persona Lats. & Vert. Files	63.7%	63.7%	63.7%	69.9%	69.9%
Stride Storage Metal	74.2%	74.2%	74.2%	74.2%	74.2%
Align Storage - Metal	72.2%	72.2%	72.2%	72.2%	72.2%
Reach Storage	71.2%	71.2%	71.2%	71.2%	71.2%
Essentials & Persona Peds. & Overheads	71.2%	71.2%	71.2%	71.2%	71.2%

Seating	Order Size at Net				
	Under \$5,000	\$5,000 to under \$50,000	\$50,000 to under \$100,000	\$100,000 to under \$200,000	Over \$200,000
Stool Seating Details					
Relate, Sum, Inspire	61.2%	61.2%	61.2%	61.2%	61.2%
Scout	63.9%	63.9%	63.9%	63.9%	63.9%
Trooper	65.9%	65.9%	65.9%	65.9%	65.9%
Stackable Seating Details					
Seek, Inspire	61.2%	61.2%	61.2%	61.2%	61.2%
Get Set, Nimble	65.9%	65.9%	65.9%	65.9%	65.9%
Conference Room Seating Details					
#19, Acuity	61.7%	61.7%	61.7%	61.7%	61.7%
Scout	63.9%	63.9%	63.9%	63.9%	63.9%
Ambition	65.9%	65.9%	65.9%	65.9%	65.9%
Sum, Relate Task	61.2%	61.2%	61.2%	61.2%	61.2%
Reception/Lounge Seating Details					
Scooch, Mind-Share, Hedge (Gather)	55.0%	55.0%	55.0%	55.0%	55.0%
Tolleson Side	65.9%	65.9%	65.9%	65.9%	65.9%
Relate Side	61.2%	61.2%	61.2%	61.2%	61.2%
Guest/Side Seating Details					
Tolleson Side	65.9%	65.9%	65.9%	65.9%	65.9%
Relate Side	61.2%	61.2%	61.2%	61.2%	61.2%
Acuity Side	61.7%	61.7%	61.7%	61.7%	61.7%
Work/Task Seating Details					
Sum, Relate Task	61.2%	61.2%	61.2%	61.2%	61.2%
Trooper, Sensible	65.9%	65.9%	65.9%	65.9%	65.9%
Scout	63.9%	63.9%	63.9%	63.9%	63.9%
Executive Seating Details					
Ambition	65.9%	65.9%	65.9%	65.9%	65.9%
#19, Acuity	61.7%	61.7%	61.7%	61.7%	61.7%

Special Fees Express Solutions = 2.5% upcharge Expedite Orders = 5% upcharge - Contact your local Dealer for details