

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA147

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:

Steelcase Inc.
Name
901 44th Street SE
Address
Grand Rapids MI 49508
City State Zip

LEGAL STATUS OF CONTRACTOR

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

Contact Person Kevin Loubert Phone #616-246-9455 Fax # 616-246-4918

Email kloubert@steelcase.com

Federal Tax ID# 38-0819505 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 C
PAYMENT TERMS: NET 30
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: Pricing Information
ATTACHMENT D: _____
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

Rachelle Krings 11/05/12
Contractor's Signature Date

Rachelle Krings / Contract Specialist
Type or Print Name and Title

STATE OF UTAH

Kent D Beers 11/5/12
Director, Div. of Purchasing & General Svs. Date

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

Note: Changes have been made to the following terms and conditions: Cancellation, Conflict of Terms, Hold Harmless, and Firm Price. Entire Agreement Clause has been added.

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 Steelcase authorized dealer 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 uncopyrighted 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 or Steelcase authorized dealer 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, or are listed in the Contractor's response to the RFP; however, Contractor Terms and Conditions that may be updated on the Contractor's website will not apply. 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 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 and Steelcase authorized dealer shall each 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 third party claims for any or all injuries to persons arising from intentional or negligent acts or omissions of the Contractor or Steelcase authorized dealer, his employees or subcontractors or volunteers. The Contractor and Steelcase authorized dealer shall each 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 property or claims for money damages arising from acts or omissions of the Contractor or Steelcase authorized dealer, 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 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. Exceptions include Alaska and Hawaii where additional freight charges apply and will be quoted upon request. Responsibility and liability for loss or damage shall remain with the Contractor until delivery when responsibility shall pass to the Buyer except as to concealed damages (which must be reported to Contractor/Steelcase authorized dealer within thirty days of delivery), latent defects, fraud and Contractor's warranty obligations. However, any loss or damage to the products caused by Steelcase authorized dealer, its employees or subcontractors during installation shall be the responsibility of the Steelcase authorized dealer. 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. In general, the Contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the Contractor's skill or judgment to consider.

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 not 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 Steelcase authorized dealer 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" (major credit 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. Discounts 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 shall require that the Steelcase authorized dealer will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Steelcase authorized dealer for costs authorized by this contract. These records will be retained by the Steelcase authorized dealer for at least four years after the date such Products and/or services were delivered to Buyer, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The Contractor shall require that the Steelcase authorized dealer 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: August 2011 as modified 10/15/12

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, Contracted Supplier's 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. The Contracted Supplier 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 OEM's published price list in effect at the time of execution of the WSCA Master Price Agreement 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: The OEM may update the pricing on their 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 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 price list that are covered under the Master Agreement. The intent of a price adjustment shall not be to 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 price list.

The WSCA Master Agreement Administrator shall determine whether the requested price list increase or an alternate option is in the best interest of the participating entities. The price list 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 price list 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 price list, including renewal options, the WSCA Master Agreement Administrator shall be notified immediately. All price list reductions shall be effective upon the notification provided to the WSCA Master Agreement Administrator.

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

During the term of the contract, Contracted Supplier's 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. Steelcase 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

Steelcase 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 November 15.*
- Quarter #2: October 1 through December 31, due annually by February 15.*
- Quarter #3: January 1 through March 31, due annually by May 15.*
- Quarter #4: April 1 through June 30, due annually by August 15.*

Usage Report Administrator

Kevin Loubert

Email: kloubert@steelcase.com

Phone: (616) 246-9455

Fax: (616) 246-4918

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

The Contracted Supplier 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

Steelcase 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 Steelcase increase their profit margin through shipping charges to Hawaii or Alaska.

Steelcase or Authorized Dealer is responsible for filing and expediting all freight claims with carriers. Steelcase 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

Steelcase must notify the WSCA Master Agreement Administrator of changes in the Steelcase's 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 Steelcase'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.

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 1.13 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 RFP or the statewide contracts 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 offerors 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

Steelcase 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.

Steelcase is completely prepared to provide comprehensive website support for the WSCA Contract including the following tools:

- WSCA/Steelcase Contract Homepage is an all-inclusive internet site dedicated to the WSCA contract and its participating entities with everything they need to effectively use the WSCA/Steelcase contract.
- Contract Documents/Participating States features the master agreement, discount schedule, pricelist, warranty link, and frequently asked questions.
- Individual State internet sites will be developed by working with the individual States to create customized sites. These custom sites can be linked to State Procurement sites as well as the WSCA internet site.
- WSCA Contract information on Steelcase "in2" site – all WSCA contract information will be shared through the internal Steelcase intranet site. The Steelcase "in2" site is one of the primary methods that Steelcase uses to communicate our product offering, programs and services to our dealerships and Steelcase sales force
- WSCA Contract information will be provided as an overview on www.steelcase.com in the State & Government industry segment section of our corporate website that provides the world with information on the Steelcase offering.
- Information Management will be a critical element of supporting the WSCA contract with contract users. To reach the side number of state & local government entities, the websites(s) for WSCA and participating entities use with comprehensive information on the Master Agreement, participating addendums, products available, service offerings, and all information needed to educate WSCA contract users.
- Visualization of solutions will be a very important element in creating inspiring workplace solutions by offering the ability to visualize what those new office environments will look like. Features of our website for WSCA that will support this are "Planning Ideas" and product images.
- E-Commerce offers a variety of solutions to streamline the procurement process including a complete e-procurement system to view catalogs tailored to their standards and offering, approve project quotations, place orders 24/7 and get order information at any point in the process.
- Asset Management improves and simplifies the management of furniture assets. Electronic tools created to track inventory, encourage reuse of existing products, manage churn and dispose of unused furniture are also available to our customers.
- The website we create will include detailed information on product offering, color and fabric options, pricing and product capabilities, as shown on the "mock-up" site provided with the offer.
- The website(s) will provide complete information on our authorized dealers including a Steelcase Dealer network locator on www.steelcase.com which will be lined to the WSCA site and a listing by state of the authorized Steelcase dealers selected by the participating entities to serve their individual participating addendums.

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. Steelcase Inc. provides a Limited "Lifetime" warranty that clearly meets items a. through f. The Steelcase warranty will outperform those of others in the industry and helps Steelcase exceed the expectations of our customers.

Steelcase Inc. warrants that Steelcase, Turnstone, Nurture and Details brand products are free from defects in materials and workmanship for the life of the product with limited exceptions.

The Steelcase Limited Lifetime warranty is made available to our customers through the Steelcase internet site, the intranet site for authorized dealers, on customized participating entity sites, inclusion in all of our product specification guides, printed in part or whole in most of product literature and review by our Steelcase and authorized dealers in the sales process with customers.

If a customer needs repair they call a Steelcase representative or authorized dealer and the Steelcase team will take care of the rest with the Steelcase Warranty Work Request Procedure in place, it ensures issues are resolved quickly to customer's satisfaction.

Warranty Work Request Process:

- 1) Customer notifies Steelcase representative or authorized dealer of a problem.
- 2) Steelcase dealer submits a warranty, quality and transportation claim using "LASER", a web based tool that simplifies the claims process and saves time by eliminating the need to contact multiple departments.
- 3) Claim will be reviewed and action steps communicated to the customer by the dealer.
- 4) Dealer receives needed product or replacement part(s) from Steelcase.
- 5) Delivery and installation of new product or replacement part is made in a expedient manner at NO CHARGE to the customer.

Effective source of support for our warranty process is our trained service professionals at 1-888-STEELCASE who can assist immediately with ANY customer service or product issue.

Discontinued Product:

An established process protects customer investments and helps ensure that products and surface materials are readily available to work with each customer's installed base of products. Protecting our customer investments in a responsible manner will continue to be crucial to our commitment.

Steelcase reviews its surface materials and products annually to determine whether there has been a decline in volume or if it is no longer economically or environmentally reasonable to continue making a product or surface material available long term. Steelcase publishes a culling list twice a year with any product or surface materials that will no longer be offered by the company to provide our customers ample time to make alternative choices.

Parts and components will be available a minimum of five years beyond the warranty expiration period or date the

line is culled.

Established surface materials include popular hard surface and textiles for previous surface materials programs. These surface materials are available to customers that have standardized on these finishes.

Transitional surface materials contains surface materials that are being maintained for existing customers only and are likely to be phased out over time. Communication is the key to successful transition. Steelcase has a non-obsolence requirement process in place to review and manage customer requirements. Design and sales professionals are trained to consult with customers to develop custom standards programs with annual standards review.

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 3.12 Installation of Product requirements as set forth in Solicitation TO11013.
- 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. If a partial delivery is made, the Purchasing Entity will make payment for products delivered and services provided according to invoice payment terms.
- 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 of Products is delayed more than ten (10) calendar days beyond the delivery terms, and such shortages impact the Purchasing Entity's ability to function, as determined by the Purchasing Entity, then Contracted Supplier and Authorized Dealer will use their best efforts to accommodate the needs of the Purchasing Entity including, but not limited to, providing temporary Products at no charge to the Purchasing Entity until the delayed Products are delivered. In the event Contracted Supplier and Authorized Dealer are unable to provide temporary Products, the Purchasing Entity may impose a penalty equal to 3% of the purchase price of the delayed Product per week (Monday through Friday business week) for every week the delivery is delayed, assessed on the first day of each week, not to exceed a maximum of twenty-five percent (25%). 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. Purchasing Entity acknowledges that Contracted Supplier and Authorized Dealer will not be liable to the extent that any such delay is caused by order changes requested by Purchasing Entity, construction/inspection delays at Purchasing Entity's site, and/or force majeure events.
- k. Steelcase Express 12 products are delivered to any location your dealer specifies within 12 business days of receipt of your order. Remote areas in the US may take longer.
- l. 2-Day Quick Ship includes our most popular seating and storage products. The program has product made to order – nothing off the shelf with only a limited selection of styles and finishes.
- m. Brayton Fast Track 15-Day Program offers 78 models, 40 textiles, 20 standard wood finishes-each shipping 15 days from receipt of order. Extra time to be allowed on orders shipping to remote areas of the US.

The typical lead time is 4-6 weeks for shipments that are drop ship, inside delivery, or delivered and installed. Current lead times are published weekly. Once an order is placed and a delivery date is established it rarely changes.

19. Damage and/or Incorrect Product

- a. 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.

- b. 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.
- c. 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.
- d. 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 as set forth in Solicitation TO11013).
- e. 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.
- f. The Purchasing Entity will not be charged a re-stock fee for any returns due to a Contracted Supplier error.
- g. 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.

20. Product Manuals

Upon request, an owner’s manual shall be supplied for all procured products. Manuals may be available via Steelcase or its authorized dealers. 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 |
|--------------------|--------------|------------------------|--------------|
| Kevin Loubert | 616-246-9455 | kloubert@steelcase.com | 616-246-4918 |
| | | | |

22. Customer Service

- a. The Contracted Supplier or 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. The Contracted Supplier or Authorized Dealer must provide design services for the applicable categories.
- e. The Contracted Supplier or 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.
- g. Steelcase utilizes a process to ensure consistent results. The customer will place an order with their authorized dealer. The authorized dealer will place the order with Steelcase using the Hedberg Data System. Hedberg is tightly integrated with Steelcase’s business systems which through EDI transactions, provides a constant, audited flow of information. The system combines sales, design, order and installation processes and the most integrated order management system in the industry.
- h. Any changes in representation will be reflected in our website information as well as communicated by the authorized dealer or account representative.
- i. Steelcase representatives are available via cell phone beyond typical hours of operation. Order entry systems (Ensync) allows order entry 24/7 as well as access product and service catalogs and pricing.
- j. Steelcase will work to provide the system needed to meet the needs of the participating entity, to be established during the participating addendum process.
- k. Steelcase will provide an emergency response phone number on the website to ensure that all inquiries are answered within one business day.
- l. Installation is completed on time and on budget by trained professionals. Turnkey project management, installation, reconfiguration, punchlist coordination and post installation evaluation are all part of the offering.
- m. Dealer design services use proven design methodology and leading edge technology by trained,

- experienced, professionals.
- n. Steelcase tracks and responds to customer service issues through "Laser Notification" program. Customer service issues can be reported via 1-888-Steelcase, web-based forms, email, fax, authorized dealer, or other sources. Issues are logged and assigned a ticket number and assigned to an individual for resolution.
 - o. All Steelcase products are manufactured to customer specifications and not subject to return. Non-conforming product will be repaired or replaced at no-charge and expedited for prompt delivery.

23. Installation of Product

The Contracted Supplier or 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, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or 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

OEM 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 annual meeting will be a business review and an opportunity to learn how we can improve and include, but not limited to:

- Detailed volume reporting (by customer, by product line, by dealer, etc.).
- Performance measurement as set by customer.
- Requested or desired changes to agreements.
- Discussion points to uncover customer initiatives and goals.
- What is new at Steelcase.
- Action steps to pursue together.

26. Annual Meeting with Master Agreement Administrator

In addition to the information provided in item 25, the contract administrator will provide:

- WSCA's organizational results.
- New Objectives.
- Feedback from member States.
- Joint marketing discussions.
- Opportunities to increase the effectiveness of the contract.
- Review any changes to the Steelcase team or policies.

27. Contract Implementation

Kevin Loubert will lead the process through a dedicated network of authorized dealers who have experience with implementation of nationwide contracts. Extensive communication of all program details and contract changes in addition to managed performance/reporting. A contract launch plan, marketing plan, and communication plan will be executed by the Steelcase team with our dealer partners and WSCA. Additional detail regarding the marketing plan is provided in the executive review of the offer submitted.

28. Escalation Management Plan

Three key Steelcase managers will provide leadership and management for the WSCA contract by aggressively and proactively focusing regional sales teams and resources as well as 220 plus authorized dealers in the US on the WSCA contract and the participating entities. More detail is contained in the executive review portion of the offer submitted.

Kevin Loubert – [616-246-9455](tel:616-246-9455)/kloubert@steelcase.com

Industry leader for State & Local Government segment will serve as the lead and single point of contact and accountability for Steelcase as well as the implementation and fulfillment of contract terms and conditions.

Jeff Fredrickson – [616-698-5849](tel:616-698-5849)/jfredric@steelcase.com

Director of Government Segments and management of the entire government vertical segment.

Rich Isphording – [513-266-0665](tel:513-266-0665)/risphord@steelcase.com

Vice President of Strategic Markets and Alliances and Steelcase executive sponsor of the WSCA contract.

29. Authorized Dealer List

Steelcase is responsible to update (addition/deletion) and keep current the Authorized Dealer list available on the website. Steelcase offers all product lines and services are available to all States in the US.

30. Authorized Dealer Performance Measurement and Corrective Action Policy

To ensure that our dealers not only meet but also exceed expectations, Steelcase requires each of our North American dealers to be authorized by meeting a strict set of standards for knowledge and services. We instituted a dealer authorization program and require dealers to be re-authorized on a regular basis to match our customers' changing needs and expectations. The authorization process provides us with the structure to ensure that our customers receive consistent and quality service throughout the US.

Ways in which we hold authorized dealers accountable and measure performance:

Fast Stats is a real time reporting and benchmarking tool to capture and organize dealer financial data, income statements, and balance sheets. The information is used to analyze a specific dealer's business performance and to benchmark to other dealers.

Dealer Sales Planning Process is conducted with each dealer on an annual basis with quarterly reviews to ensure that authorized dealers are meeting sales volume objectives by proactively planning and scheduling account activities and marketing plans in the respective markets.

Dealer Satisfaction Surveys are conducted annually and tied to continuous improvement process within Steelcase dealer networks. This survey is completed with dealer customers that have done regular and ongoing business with the dealer to measure their satisfaction with services.

Customer Satisfaction Measurement process is a single common and consistent web-based customer measurement system developed and available specifically for Steelcase dealers to use with their customers. Steelcase authorized dealers provide customer satisfaction results to internal quality improvement teams utilizing key principles for the Steelcase Quality Alliance program.

Order Shipment Tracking measures and reports weekly on the order shipment performance of our dealers. The delivery performance is a reflection on Steelcase and authorized dealer performance.

Other Measures:

- Financial Reporting
- Account sales activity nationally, regionally, or by business unit
- Work order cycle time
- Redeployment/reuse cost avoidance
- Warehouse turnover
- Call Center response time
- Customer specific performance reporting

Steelcase authorized dealer benchmarking specific to Dealer Order Management practices by utilizing Community of Practice groups. This managed performance and dedicated assessment provides consistent high performance from authorized dealers. Resulting performance benchmarks are:

- Order Processing Activity – productivity measure
- Order time in Process – effectiveness and satisfaction measure
- Inventory Aging impact – turn and/or storage cost measure
- Cost of errors – process and training effectiveness measure

We do not have signed dealer agreements. We have trusted long term relationships with both of us holding ourselves accountable for defined performance requirements. The rare occurrence of discontinuing a business relationship is by mutual agreement.

Corrective action addresses performance issues identified with rare exception of continued non-compliance with Steelcase credit terms and policies or violations of policies as outline in the Steelcase and the Steelcase dealer document which may lead to termination of the business relationship.

Steelcase channel distribution team members align with our Steelcase sales and management teams to identify the specific areas of improvement needed. Meetings with customers as needed and dealer management teams are conducted to ensure alignment on the root cause of issues. From discussions and meetings, a written corrective action plan is agreed to and tracked by all on agreed upon schedule. Corrective actions might include installation training, lead installation training, sales training order entry training, financial review or detailed plans to improve performance with specific customers.

Steelcase and their dealers take steps in adhering to performance standards that prevent things from getting to the corrective action stage and are devoted to doing whatever is necessary to serve our customers.

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

We have created a measurement, which is based on the significant environmental aspects of our Enterprise. What we have called this measurement our environmental footprint. We track and report on energy use reported as green house gas equivalents, water use, air emissions, and waste / recycling.

For complete information which is far too comprehensive and detailed to include in this review, please refer to our Corporate Sustainability Report: <http://www.steelcase.com/en/Company/Who/corporate-responsibility/Pages/Overview.aspx>

While the number of Steelcase product lines that are certified as level™ 1 or higher is substantial, the fact that Steelcase is addressing it's long standing "legacy" product lines is the most impressive aspect of our commitment to the environment. Not only do we work to gain the highest level of environmental certification for new products but we have gone back to address certification with most all of our older product lines as well (such as Series 9000, Walden, Elective Elements, 800 Series files, Montage and First Files).

Cradle to Cradle (C2C)

Together with McDonough Braungart Design Chemistry (MBDC), one of the world's leading sustainable design firms, we are assessing all of the chemicals and materials used in our products down to 100 parts per million - evaluating them against 19 human and environmental health criteria. As a result, we are forming a cradle to cradle strategy for all of our products.

In its simplest form, cradle to cradle design looks to rid industry of what has become known as "cradle-to-grave" products, or products that are simply dumped in landfills at the end of their useful life. Cradle to cradle design builds on the concept that when a product is at the end of its useful life, it can be reused or recycled to become a resource for a new product.

Through this comprehensive and stringent work, we take accountability for our products all the way down through the supply chain and work to reduce the environmental impact of our products.

ANSI/BIFMA Level

Level™ is a point based program similar to LEED with 90 total points available across the categories of materials, energy/atmosphere, human/ecosystem health, and social responsibility. Platinum requires 63; Gold is 45, and Silver is 32 (each requires a minimum number of product related points too). Points can be earned by the organization (e.g. Steelcase) for corporate policies and practices, by the facilities where products are manufactured/assembled, and by the individual products for material chemistry, recycled content, ease of disassembly, efficient use of materials, life cycle assessment, etc.

Scientific Certification System Indoor Advantage (SCS)

Steelcase is committed to reducing our environmental footprint 25 percent by 2012. Adopting Scientific Certification Systems Indoor Advantage certification programs as the exclusive air emissions certification for our products will contribute to that effort and supports our quest for environmental transparency.

FSC Chain of Custody Certified

We believe that wood products from sustainable sources are excellent choices for customers seeking to make good decisions - good for the planet. Steelcase supports chain of custody programs as a way to ensure our customers receive wood from sustainable sources. Our Wood Manufacturing Facility is FSC Chain of Custody certified to provide customers with FSC certified products. View the FSC Chain of Custody Certificate

Yes, by conducting life cycle assessments on key products as a mechanism for learning and improving our performance, Steelcase works to understand the impacts of its products over their whole life cycle and uses that information to inform the development of new products. This was the original design intent of the practice of LCA.

We do not routinely go the extra step of publishing of Environmental Product Declaration, much of the information we gain is used in Product Environmental Profiles or customer reports.

Partner universities such as Technical University of Denmark, University of Michigan and Stanford University aid in the review and completion of product life cycle assessments. In Europe, the independent verification of the environmental declarations (EPD – ISO/TR 14025) is carried out by the Technical University of Denmark. In North America and Asia Pacific, Steelcase provides Product Environmental Profiles. The majority of Steelcase systems and seating products carry the SCS Indoor Advantage certification, an independent third party certification for low-emitting products.

The Life Cycle Inventory Analysis covers entire life cycle stages as shown below.



Materials: This stage includes raw materials extraction and transformation, as well as purchased parts, until delivery to the manufacturing site in Grand Rapids.

Production: This stage comprises all production and assembly processes. Data was obtained from the management system of the production site in Grand Rapids.

Transport: Transport from suppliers to Grand Rapids and transport from Grand Rapids to major North American markets is considered.

Use: No relevant environmental exchanges occur during the use of the product.

End of life: A product can be disposed of in different ways, or become a resource itself. Based on current North American averages, it was assumed that about 99% of the products are land filled, 0% incinerated and 1% recycled at the end of their useful life.

Since it is our practice to conduct Life Cycle Assessments (LCA) for virtually all of our individual product lines, a summary report would not be sufficient and would not be very meaningful. We do publish Product Environmental Profiles for each of our product lines which provide this important Life Cycle Evaluation information for each individual product line level. *Please see an example of one such "PEP" report on the following page.* The PEP reports for all product lines offered by Steelcase are available on line at:

<http://www.steelcase.com/en/Company/sustainability/Pages/Product-Documentation.aspx>

ATTACHMENT C
Steelcase - Rush Orders, Cancellation Charges, & Restocking Fees

| | |
|---|--|
| Rush Order Charges | Small premium |
| Cancellation Policy: <ul style="list-style-type: none"> • Express 12, Turnstone & Service Parts • Steelcase • Steelcase • Steelcase • Stow Davis • Stow Davis • Stow Davis • Architectural Solutions | <p>Varies by manufacturer</p> <p>No cancellation allowed</p> <p>14 or more days before delivery - no charge 13 days or less before delivery date - Cancellations not allowed</p> <p>28 or more days before delivery - no charge 14-27 days before delivery date -30% Charge 13 days or less before delivery date - Cancellations not allowed</p> <p>May have additional charges for cancellations</p> |
| Restocking Fees | None listed - made to order; returns are not normally accepted |

ATTACHMENT C

**Western States Contracting Alliance
Steelcase Product and Discount Summary**

| | Discount from List Price - Drop Ship %/(E-12 Drop Ship %) | | | | |
|--|---|--------------------|---------------------|---------------------|----------------|
| | \$1-\$50,000 | \$50,001-\$100,000 | \$100,001-\$200,000 | \$200,001-\$500,000 | \$500K + |
| 5.2 Systems Furniture and Accessories | | | | | |
| Monolithic Systems & Accessories | | | | | |
| Series 9000, Avenir, Kick Systems & Freestanding | 60%/(57%) | 60%/(57%) | 64%/(61%) | 64% | 65% or more ** |
| Frame and Tile & Accessories | | | | | |
| Answer, Montage with Universal Worksurfaces & Pedestals | 60%/(55%) | 60%/(55%) | 62%/(59%) | 62% | 63% or more ** |
| Bottomline/Underline Task Lights, LED Shelf & LED Personal Task Lighting | 49% | 50% | 50% or more** | 50% or more** | 50% or more** |
| Balance of Steelcase Steel Systems Products (with some Exceptions) | 58%/(55%) | 58%/(55%) | 60%/(57%) | 60% or more** | 60% or more** |
| Balance of Details Products (with some Exceptions) | 49% | 50% | 50% or more** | 50% or more** | 50% or more** |
| 5.3 Seating | | | | | |
| Criterion | 60%/(55%) | 60%/(55%) | 62%/(59%) | 63% or more ** | 63% or more ** |
| Amia, Move, Cachet, Leap, Think and Reply | 52%/(47%) | 52%/(47%) | 54%/(49%) | 54% or more ** | 54% or more ** |
| Cobi, i2i, Node | 48% | 48% | 52% | 52% or more ** | 52% or more ** |
| media:lounge | 42% | 42% | 45% | 45% or more ** | 45% or more ** |
| Balance of Steelcase Steel Seating Products (with some Exceptions) | 58%/(55%) | 58%/(55%) | 60%/(57%) | 60% or more ** | 60% or more ** |
| Steelcase Wood Seating | 49%/(46%) | 49%/(46%) | 52%/(48%) | 52% or more ** | 52% or more ** |
| Turnstone Seating | 54% | 54% | 58% | 58% or more ** | 58% or more ** |
| Coalesse Seating (with some Exceptions) | 48%/(44%) | 50%/(44%) | 51% or more** | 51% or more** | 51% or more** |
| 5.4 Desks and Tables | | | | | |
| c:scape, Frameone, Verb | 46% | 50% | 50% or more** | 50% or more** | 50% or more** |
| media:tables | 42% | 42% | 45% | 45% or more ** | 45% or more ** |
| Balance of Steelcase Steel Desk/Table Products (with some Exceptions) | 58%/(55%) | 58%/(55%) | 60%/(57%) | 60% or more** | 60% or more** |
| Elective Elements 6 | 52%/(49%) | 52%/(49%) | 55%/(51%) | 55% or more ** | 55% or more ** |
| Walden Products, Steelcase Wood Desks/Tables including Flexframe | 49%/(46%) | 49%/(46%) | 52%/(48%) | 52% or more ** | 52% or more ** |
| Groupwork, Currency & Payback Desks/Tables, Turnstone Desks/Tables | 54% | 54% | 58% | 58% or more ** | 58% or more ** |
| E-Table 2 | 49%/(44%) | 50%/(44%) | 51% or more** | 51% or more** | 51% or more** |
| Coalesse Products (with some Exceptions) | 48%/(44%) | 50%/(44%) | 51% or more** | 51% or more** | 51% or more** |
| Details Airtouch Adjustable Tables | 57% | 57% | 61% | 61% or more** | 61% or more** |
| Balance of Details Products (with some Exceptions) | 49% | 50% | 50% or more** | 50% or more** | 50% or more** |
| 5.5 Filing, Storage and Casegoods | | | | | |
| Steelcase Universal Pedestals | 60%/(55%) | 60%/(55%) | 62%/(59%) | 63% or more ** | 63% or more ** |
| Balance of Steelcase Steel Storage Products (with some Exceptions) | 58%/(55%) | 58%/(55%) | 60%/(57%) | 60% or more** | 60% or more** |
| Elective Elements 6 | 52%/(49%) | 52%/(49%) | 55%/(51%) | 55% or more ** | 55% or more ** |
| Walden Products | 49%/(46%) | 49%/(46%) | 52%/(48%) | 52% or more ** | 52% or more ** |
| Steelcase Wood Storage Products | 58%/(55%) | 58%/(55%) | 60%/(57%) | 60% or more** | 60% or more** |
| Currency & Payback Filing/Storage, TS Mobile Pedestals, TS Tower Too, Turnstone Filing/Storage | 54% | 54% | 58% | 58% or more ** | 58% or more ** |
| Coalesse Filing/Storage Products (with some Exceptions) | 48%/(44%) | 50%/(44%) | 51% or more** | 51% or more** | 51% or more** |
| Other | | | | | |
| Service Parts for all of the above | 35% | 35% | 35% | 35% | 35% |

Express12 discounting shown in the parenthesis above (E-12 %)

Express12 Program Overview

- Express12 offers a comprehensive offering of many combinations of systems, desks, tables, storage, seating, lighting, and more.
- All products are made-to-order and delivered within 12 business days.
- Express12 is targeted to contract customers whose business needs require fast delivery with a broad product offering.
- Express12 service level is subject to change

EXCEPTIONS

- Steelcase Steel and Wood Price Lists: New Products, Leap Worklounge and Ottoman.
- Turnstone Price Lists: New Products, Bivi.
- Coalesse Price Lists: New Products, Carl Hansen.
- Details Price Lists: New Products, Fitwork.

OTHER

- Only orders from Steelcase Steel and Wood Price Lists may be combined for the purpose of defining order size.