University of California, Office of the President (UC)

Contract # 2019.001899

for

UC Office Furniture and Related Services

with

Steelcase, Inc.

Effective: May 21, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Steelcase, Inc. effective May 21, 2020:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

UNIVERSITY OF CALIFORNIA

Office Furniture Purchasing Agreement #2019.001899
Steelcase Inc., Dated MAY 21, 2020

As a result of Request for Proposal # (RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019), the Agreement to furnish certain goods and services described herein and in the documents referenced herein, is a Master Agreement for the purchase of office furniture and related services ("Goods and/or Services") and is made by and between The Regents of the University of California, a California public corporation ("UC" or "University") on behalf of the University of California, and Steelcase Inc. ("Supplier"); such contract to be made available as a Cooperative Purchasing Contract through OMNIA Partners Public Sector. This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

As a manufacturer of Office Furniture, Supplier agrees to provide Furniture Products and the Required Services, either directly or through a network of primary dealers; all as listed in the statement of work attached as **Attachment A ("Statement of Work")** and any other documents referenced in the Incorporated Documents section herein, per the terms and the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier. Goods and Services shall be provided to UC and OMNIA Partner's Participating Agencies, as detailed below:

a) The University of California, as the Principal Procurement Agency, defined in the National Requirements Document at time of RFP (see OMNIA Partners Exhibit A within CalUsource RFP), has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). The National Requirements Documents (Exhibits A-H under RFP Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.

b) University of California locations, as defined in Section 3 of Attachment A. - Statement of Work

2. Term of Agreement/Termination

a) The initial term of the Agreement will be from May 21, 2020 and through April 30, 2024 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for five (5) successive years (Renewal Term), exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered. Supplier will be provided with at least sixty (**60)** calendar days' written notice before the end of the Initial Term or any Renewal Term. NOTE: This contract will be signed and available for national use and purchases, prior to its implementation and availability for purchases by the UC, which will begin November 1, 2020. This does not inhibit the Supplier from engaging with UC customers when requested by UC department for the purposes of preparatory discussions/design work on lengthy/large projects which will not be procured until after November 1, 2020. Additionally, it is expected, Suppliers will promote their company and services during campus roll-outs (September 28th through October 31st).

b) UC may terminate the Agreement for cause or convenience by giving Supplier at least 180 calendar days' written notice. Note, this is a UC System-wide Agreement, extended nationally through OMNIA Partners. Termination by a campus (or campus department), will not constitute termination of the Agreement for the UC system itself, nor the agreement as a whole.

c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 180 days' notice to Quit, owing to a failure to cure a material breach of the Agreement within the Cure Period allowed (30 days from written notice of a breach, per this Agreement). For sake of clarity, either Party may provide written Notice of Breach to the Administrators listed in this Agreement. This action shall trigger a thirty (30) day Cure Period. If breach is not resolved, originating party/notifying party, may provide a Notice to Terminate as a result of uncured breach, allowing 180 days of continuing service for new orders

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

and/or completion of existing orders; all of which must be complete within that 180 day period and/or mutually acceptable arrangements made for completion after termination.

3. UC Program

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

4. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (public and private schools, colleges and universities, cities, counties, non- profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, as specified for a National Program. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outline in the above referenced RFP (RFP ## 001218). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

5. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

University's standard payment terms are Net 30 days of receipt of product to UC or to Dealer's warehouse. Invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges for missing or damaged product specifically relating to the original purchase order. Where mutually acceptable, projects may employ the use of deposits, and phased payment for the purpose of covering costs for products purchased or Design and Project Management Services already rendered. A Purchase Order must precede the work or purchase. If Design Services are performed but project does not move forward, Supplier may invoice campus for all Design after 120 days for the Services performed. Specific processes will be negotiated between the Supplier and the University campuses based on each site's requirements.

6. Pricing Structure, Invoicing Method, and Settlement Method

a) **Pricing**

1. All Goods available through this Agreement, include delivery and are priced as a 'Discount off List' and based against the contracted Manufacturer's Price List. List price/MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and made available to and recognized by, the trade. Discount 'off List' may vary according to delivery or services included. Refer to Attachment A –Statement of Work for pricing, discounts, and pricing terms.

b) **Invoicing and Settlement**

1. Each Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC and/or Participating Agency Location. For UC campuses/locations, please see UC's Procure to Pay Standards for the options that will be considered https://www.ucop.edu/procurement-services/_files/Matrix%20for%20website.pdf Each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be. The University at its discretion, may remit payment to the Dealer through P-Card (credit card/similar methods) with a processing fee, as well as checks, or other electronic forms of payment. Supplier reserves the right to elect ACH or Check payment on any projects exceeding High Volume Tiers (Negotiable Tiers), as defined and noted In Exhibits A & B of Attachment A. for the purpose of avoiding additional merchant fees associated with credit card or similar payment methods. UC campuses/locations may accept, reject, or negotiate this supplier policy, during planning phase of a large project. Supplier is obligated to notify location of this policy, prior to any engagement of services or ordering of product.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

2. All payments for UNIVERSITY purchases under this Agreement are Net 30 days of product delivery and shall not be subject to late charges or interest charges. Exceptions for phased payment, are noted within Section 5. The University, at its discretion, may remit payment to the Supplier through P-Card (credit card or similar, with merchant fees), checks, or other electronic forms of payment with the exception in B.1 above. Note the UC is entitled to 30 days free storage (Section 9 of Attachment A) from Dealer, if prearranged or mutually agreed. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, may be charged at rates quoted within this Agreement. This arrangement does not extend requirements for payment to Supplier, if product is available for inspection/verification. As previously stated, invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges.

3. Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will not pay freight/shipping or basic delivery costs for Manufacturer's goods. Installation and other services may be charged separately, when not included as part of a 'Service Package' (service and product, priced as a reduced percentage off list); all such charges and services as listed in Attachment A – Statement of work. Service charges may be listed as a single line (when appropriate), however, a breakdown of charges must be visible elsewhere on the Invoices (and as estimates on quotes). This shall include detail (e.g. man hours and hourly charges, design hours, extra storage days and charges, etc.).

4. Supplier's Authorized Representatives will submit invoices, following the designated invoice method, directly to UC Accounts Payable Departments at each UC Location, unless the UC Location and the Supplier reach an alternate, mutually acceptable procedure for submitting invoices (i.e., directly from Supplier to UC Location). All invoices must clearly indicate the following information:

a. California sales tax as a separate line item, based on the California 10 digit Zip Code;
b. UC System Wide Agreement Number;
c. Freight or Shipping/Delivery as separate line items, only when applicable (e.g. Non-Steelcase furniture);
d. Service and installation costs (with service/labor detail).
e. Purchase Order or Release Number;
f. Description, quantity, catalog number and manufacturer number of the item ordered;
g. List Price, appropriate % discount applied, and Net Cost;
h. Reference to original order number for all credit memos issued (if applicable);
i. UC Purchase Order or Release Number

7. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.
To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

Name	David Rusting. Chief Information. Security Officer.
Phone	(510)987-0086
Email	David.Rusting@ucop.edu
Address	Address: 1111 Franklin St., 7th Flr, Office: 7104
	Oakland Ca.

To UC, regarding contract issues not addressed above:

Name	Yvonne Macon
Phone	530-752-5684
Email	Yvonne. Macon@ucop.edu
Address	260 Cousteau Place, Ste. 150
	Davis, Ca. 95618

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

To Supplier:

Name	Kevin Schmidtbauer
Phone	(415)699-9529
Email	kschmidt@steelcase.com
Address	475 Brannan Street, Suite 110
	San Francisco, CA 94107

8. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

9. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

10. Prevailing Wages

Supplier acknowledges Prevailing Wage requirements, apply to this contract.

a) Supplier understands and acknowledges that prevailing wages are frequently applicable for installation services provided under this program. Supplier (as defined herein, to include its Dealers or their subcontractors performing services) is required to pay prevailing wages, when applicable to the work and as required within the state and county where installation is taking place and at the rate specified for those counties, per the Department of industrial Relations. A Supplier should note, Prevailing Wages are to be paid for labor performed for any UC installation where assembly or attachments is required, except for labor related to the following activities:

- Delivery of materials that will not be installed by the delivering vendor or subcontractor; and
- Assembly of unattached, freestanding furniture, not requiring special tools and/or joining of furniture pieces (e.g. desk return added to desk); and
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code.

b) Prevailing wages shall also be paid for all labor associated with the special fabrication of any non-standard, non-catalog furniture components that are manufactured specially and exclusively for installation at the project/delivery site.

c) Rates vary depending on the county in which the work is being performed. In Installations where Prevailing Wages are applicable, the UNIVERSITY acknowledges that added delivery installation charges may be applied, as a differential, to reflect the current updated Prevailing Wage schedules.

11. Fair Wage/Fair Work (UC Specific)

For work, not requiring the payment of Prevailing Wages, Supplier is required to pay a minimum of the UC Fair Wage (defined as $15 per hour as of 10/1/17) to its staff when providing services on campus. This is also assumed/required for any labor performed by Dealer personnel/subcontractors as part of any service they render at UC locations, not quoted as Prevailing Wage.

12. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work "required, suggested, or otherwise deemed appropriate" as the end product of the Services (*see* Public Contract Code Section 10515).

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

13. Insurance

Deliver the PDF version of the Certificate of Insurance to UC's Buyer, by email with the following text in the Subject field: CERTIFICATE OF INSURANCE – Agreement #2019.001899_Office Furniture. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE - Agreement #2019.001899_Office Furniture

14. Service-Specific and/or Goods-Specific Provisions

Supplier is providing all categories of its Office Furniture and related Product Lines nationally to Participating Agencies, when extended through OMNIA Partners and to UC (with noted restrictions). Quotes, delivery and/or any installation will be performed by Supplier's Authorized Representatives-Subcontractors, i.e. dealer network, although Quotes may, in some cases, be provided by Supplier as manufacturer of the goods, rather than its authorized representatives for convenience, efficiency, or accuracy reasons . Purchase order processing (acknowledgement-confirmation) and invoicing may be performed by Supplier.

15. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

16. Amendments to UC Terms and Conditions of Purchase – UC Terms and Conditions of Purchase, dated 5-9-19 are hereby amended as follows:

Article 1 - General -– The following sentence within this paragraph shall be struck, ". As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier." and shall be replaced with the sentence, "As used herein, the term "Supplier" includes Supplier and its sub-suppliers (otherwise referred to as "Dealers") at any tier. "Dealer" means always an authorized Steelcase dealer. "Supplier", when used in connection with a Purchase Order shall refer to the Dealer responsible for activities related to fulfilling the Purchase Order, including but not limited to: specifying, quoting, ordering, delivering, installing, invoicing and collection in accordance with the terms of the Agreement."

Article 2.d –This section shall be revised to read "UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not begin cure of such failure within five(5) business days and demonstrate substantive progress within ten (10) days or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services. If such failure is caused by Supplier's delay, at UC's sole discretion, Supplier will provide temporary furniture on an interim loan basis at no charge to UC until the delayed items are delivered.

Article 3 – Payment Terms –The last two sentences of this Article, shall be revised to read, "Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, excise and other taxes or assessments, but excluding sales and use taxes. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges, that Supplier may impose, with the exception of the temporary application of surcharges to offset government imposed tariffs, impacting Supplier's operations/supply chain.

Article 4 – The following shall be struck from this Article, "or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances."

Article 6(A) VI -The following words shall be struck from this sentence, "the most favorable" and replaced with "comparable"

Article 6(D) -WCAG 2.0AA – The following shall be revised to read, "Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disabilities laws and regulations; Supplier is working towards gaining compliance of the Goods and/or Services to the accessibility requirements of WCAG 2.0AA.
2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
3. Within twelve (12) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and
4. Supplier will work with the University and its Authorized User to abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

Article 7(B) – This Article shall be revised to read, "If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, revocable, perpetual, paid-up, worldwide use such Pre-Existing Materials in connection with the Deliverables.

1. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.

Article 8 – Indemnification – this Article shall be revised to read, as shown below;

A. Personal Injury and Property Damage. Supplier shall to the extent of damage or injury caused by its own negligent acts, omissions, or willful misconduct, defend, indemnify UC, its officers, employees and agents from any liability, damage, cost or expense, including reasonable attorney fees, resulting from any claim by any third party alleging personal injury or property damage in proportion to the extent that the acts, defaults or omissions are caused by the proper use of the Products purchased under this Agreement or the negligent acts or omissions or willful misconduct of Supplier, its employees or subcontractors while engaged in the performance of services under this Agreement. Supplier shall pay all litigation costs and reasonable attorney's fees incurred in said suit, claim or proceeding, and all settlement payments and damages awarded therein, provided that (1) UC shall promptly advise Supplier in writing of any such suit, claim or proceeding; and (2) Supplier is tendered the defense and control of any such claim or proceeding. UC shall cooperate with Supplier in the defense or settlement of such claim and UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

B. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT, IN NO EVENT WILL ANY PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO ANY DAMAGES FOR LOSS OF PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO INJURIES TO PERSON OR DAMAGE TO PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR THE WILLFUL MISCONDUCT OF A PARTY OR ITS PERSONNEL, OR FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR RESTRICTED BY LAW. EXCEPT FOR LIABILITY ARISING OUT OF ARTICLE 8, UNDER NO CIRCUMSTANCES WILL SUPPLIER'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED TWICE THE TOTAL AMOUNT PAID TO SUPPLIER UNDER THIS AGREEMENT.

Article 17(A) –Price Decreases -This Article shall be revised to read "Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers which would materially affect the on-going competitiveness of product pricing under this Agreement, and to pass through to UC any such price decreases."

Article 17(G) – This Article shall be revised to read, "Additional delivery and installation provisions are found in Statement of Work - Exhibit A&B: Discount and Service Pricing."

.

17. Amendments to UC Appendix – Data Security - The UC Appendix – Data Security, dated 4-12-19 is hereby amended as follows:

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

Article 2.E shall read "Work Product. Work Product shall be defined as UC-created works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. For the avoidance of doubt, "Work Product" shall not include any works created by Supplier, to the extent such works do not include any Non-Public Information."

Aricticle 5.A – The following words shall be struck "as well as industry best practices"

Article 5.B – The following words shall be struck, "Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5."

Article 7 – The following words shall be struck, "All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2." and "Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place."

Article 9 – The following words shall be struck, "Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88."

Article 11.B – The word "immediate" shall be struck and the following added in its place, "as quickly as circumstances reasonably permit"

Article 11.C – **This article shall read**, "Any unresolved Breach may be grounds for immediate termination of the Agreement by UC "

Article 12 – This article shall be struck and replaced with the following, "In any action brought by a party to enforce the terms of this Appendix, the prevailing party as determined by a court of competent jurisdiction will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services."

First Amendment to PCI – The First Amendment to Appendix – Data Security and Privacy, Safeguard Standard for Payment Card Data, shall be removed

18. Amendments to UC Appendix – Business Associate -

The UC Appendix – Business Associate, does not apply to this contract.

19. Amendments to UC Appendix Ecommerce (UC Specific) -

Appendix Ecommerce, dated 9-19-17 is hereby amended as follows:

Section 4, pg. 2 – The following language shall be struck from this section, "If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria and Supplier is non-responsive, the Contract Administrator may suspend Supplier's price/content change until the date of Supplier's next contracted change, meaning price updates/increases will be put 'on hold' until that time

Section 6(d), pg. 4 – This section shall be revised to read, "UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to – UC eProcurement sites and all Intellectual Property Rights associated with UC eProcurement sites which are created by UC, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such Site (collectively, the "UC Materials"). For clarity, UC Materials shall not include any items which were created by Supplier; Supplier remains the sole owner of all Intellectual Property Rights associated with all such items (collectively, the "Supplier Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

UNIVERSITY OF CALIFORNIA

20. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following this Agreement.

Attachment A - Statement of Work, including Exhibits
Attachment B - UC Terms and Conditions of Purchase dated 5-9-19
Attachment C - UC Appendix – Data Security dated 4-12-19
Attachment D - UC Appendix Ecommerce, dated 9-19-17
Attachment E - Definitions
Attachment F - RFP Document (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019) and any subsequent Addenda
Attachment G - Supplier's Response to RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019, dated 8-21-19

21. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA	**STEELCASE INC.**
DocuSigned by: 1E90FA0709254CF...	Megan E. Maguire
(Signature)	(Signature)
William Cooper AVP & Chief Procurement Officer	Megan E. Maguire, Contract Specialist Leader
(Printed Name, Title)	(Printed Name, Title)
5/22/2020	May 22, 2020
(Date)	(Date)

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

ATTACHMENT A – STATEMENT OF WORK

Placeholder for inserted pages

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

ATTACHMENT B – UC TERMS AND CONDITIONS OF PURCHASE (DATED 5-9-19)

ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.

B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.

C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.

D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS. Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at https://policy.ucop.edu/doc/3420365. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

ARTICLE 4 – INSPECTION. The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's

employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included:(iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and
4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

E. General Accessibility Requirements. Supplier warrants that:

1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at http://policy.ucop.edu/doc/3000130/TrademarkLicensing.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:
A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
1. Each Occurrence $ 1,000,000
2. Products/Completed Operations Aggregate $ 2,000,000

3. Personal and Advertising Injury $ 1,000,000
4. General Aggregate $ 2,000,000
B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars ($1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
C. If applicable, Professional Liability Insurance with a limit of two million dollars ($2,000,000) per occurrence or claim with an aggregate of not less than two million dollars ($2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars ($1,000,000) per occurrence.
E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars ($1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.
A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
iv. FAR 52.219-8, Utilization of Small Business Concerns;
xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
xii. FAR 52.222-41, Service Contract Labor Standards;
xiii. FAR 52.222-50, Combating Trafficking in Persons;
xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
v. FAR 52.222-17, Non-displacement of Qualified Workers;
vi. FAR 52.222-21, Prohibition of Segregated Facilities;
vii. FAR 52.222-26, Equal Opportunity;
viii. FAR 52.222-35, Equal Opportunity for Veterans;
ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
x. FAR 52.222-37, Employment Reports on Veterans;
xvi. FAR 52.222-54, Employment Eligibility Verification;
xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
xix. FAR 52.224-3, Privacy Training;
xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services*)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:
i i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements".
ii ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
iii iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
iv iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit
Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY
Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.
ARTICLE 16 – COOPERATION
Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.
ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS
The terms in this Article have special application to the furnishing of Goods: A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note. C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection. D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished. E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11. F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.
ARTICLE 18 – CONFLICT OF INTEREST
Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means: A. An investment worth $2,000 or more in Supplier or its affiliate; B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate; C. Receipt during the past 12 months of $500 in income or $440 in gifts from Supplier or its affiliate; or D. A personal financial benefit from the Agreement in the amount of $250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier. **ARTICLE 19 – AUDIT REQUIREMENTS** The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the

Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement. **ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION** Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages. **ARTICLE 21 – UC WHISTLEBLOWER POLICY -**UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit http://www.ucop.edu/uc-whistleblower/ for more information. **ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES** Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (https://policy.ucop.edu/doc/3100155) and the University of California Sustainable Procurement Guidelines: (https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf). In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation. A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides. B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative. C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below: a. Uses bulk packaging; b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery); c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product; d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; e. Uses locally recyclable or certified compostable material. D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist. E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized Certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:
A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.
Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticable occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).
The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site: A. Notice of the general prevailing per diem wage rates, and any other notices required by DIR rule or regulation. By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than $200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.
For Services that exceed $100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.
Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the "SANS WE TOP 25" and/or "OWASP Top 10" documentation.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier. Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

ATTACHMENT C – UC APPENDIX DATA SECURITY AND PRIVACY DATED 4-12-17

ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

A. This Data Security and Privacy Appendix is designed to protect the University of California's (UC) Non-public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).

B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

ARTICLE 2 – DEFINED TERMS

A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.

B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC's behalf (collectively, "UC Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.

C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES

A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.
C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

ARTICLE 4 – SECURITY PATCHES AND UPDATES
Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:
A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.
B. Supplier's Internal Systems and Services Necessary for Supplier to fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES
A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (https://policy.ucop.edu/doc/7020447/BFB-IS-2), and IS-3, *Electronic Information Security* (https://policy.ucop.edu/doc/7000543/BFB-IS-3).
B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5. UC shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.
C. UC reserves the right to monitor Supplier's connectivity to UC Information Resources while Supplier accesses Non-public Information.

ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION
Supplier agrees to hold UC's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.
ARTICLE 7 – SAFEGUARD STANDARD
Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

ARTICLE 8 – INFORMATION SECURITY PLAN

A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.

B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.

C. Supplier's Information Security Plan will be designed to:

i. Ensure the security, integrity and confidentiality of Non-public Information;

ii. Protect against any anticipated threats or hazards to the security or integrity of such information;

iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;

iv. Reduce risks associated with Supplier having access to UC Information Resources; and

v. Comply with all applicable legal and regulatory requirements for data protection.

D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION

A. **Reporting of Breach**: Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.

B. **Coordination of Breach Response Activities:** Supplier will fully cooperate with UC's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:

i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit

ii. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;

iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
iv. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
v. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.

C. **Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.

D. **Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

ARTICLE 12 – ATTORNEY'S FEES
In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.
ARTICLE 13 – INDEMNITY
The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney's fees, and court costs.
ARTICLE 14 – ADDITIONAL INSURANCE
In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: $1,000,000 Each Occurrence and $5,000,000 Aggregate.

FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY
SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)
A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (*e.g.*, viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at https://www.pcisecuritystandards.org/document_library. Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.

C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

ATTACHMENT 1 - UC Appendix Data Security

A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.

B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:

i. Designating one or more employees to maintain the comprehensive Information Security Plan;

ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
a. Ongoing employee (including temporary and contract employee) training;
b. Employee compliance with policies and procedures; and
c. Means for detecting and preventing security system failures.

iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.

iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.

v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.

vi. Overseeing service providers, by:
a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.

vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.

viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.

x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.

xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

Computer System Security Requirements
To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in it's written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system that, at a minimum, and to the extent technically feasible, will have the following elements:
A. Secure user authentication protocols including:
i. Control of user IDs and other identifiers;
ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
iv. Restricting access to active users and active user accounts only; and
v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
vi. Periodic review of user access, access rights and audit of user accounts.

B. Secure access control measures that:
i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.

C. Encryption of all transmitted records and files containing Protected Information.

D. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.

E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.
Revised

ATTACHMENT D – UC APPENDIX ECOMMERCE DATED 9-19-17 (UC Specific)

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

SECTION 1 - GENERAL TERMS

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by two suppliers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

SECTION 2 - DEFINITIONS

Catalog(s) refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-Out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

EProcurement and eCommerce are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.
Go Live Date means the date on which a Catalog will be active.
Hosted Catalog means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.
Order means a purchase order for Goods and/or Services placed by a User through an eProcurement system.
Order Data means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.
Punch-Out Catalog means a Catalog, hosted by Supplier on Supplier's Site. Users may access this Punch-Out Catalog via an internet link provided by Supplier to UC that redirects a User from the campus eProcurement site to Supplier Site. The Punch-Out Catalog will permit: (a) Users to access the Supplier Website when a User selects the Punch-Out Catalog; (b) User to create an Order through the eProcurement sites; and (c) UC eProcurement sites to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.
Supplier Mark means Supplier's name, trade name, and/or trademarks, service mark, or any derivation thereof.
Supplier Site means an internet site operated and maintained by Supplier that has been made subject to this Appendix.
UC Mark means UC's name, trade name, and/or trademarks, service marks, or any derivation thereof.
User means an individual authorized by a UC location to use an eProcurement system.

SECTION 3 – RIGHT TO USE

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

SECTION 4 – ESTABLISHMENT/MAINTENANCE OF CATALOG; SITE RESPONSIBILITY; LICENSE

(a) Establishment and Maintenance. The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts. Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system and Order Data will be transmitted according to the appropriate cXML or xCBL standards as the case may be. For Hosted Catalogs, Supplier must provide UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-Out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions or modifications with no less than the lead time directed by UC's Contract Administrator; provided, however, that for all Catalogs that Supplier requests to have a January 1 Go Live Date, Supplier must submit proposed files no later than December 1. Upon UC's approval of the new Catalog file, Supplier will make the updated version of the Catalog file effective on the Go Live Date on which UC and Supplier agree. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-Out Catalog, UC will be invoiced at the lower price. If the price discrepancy is due to UC's failure to timely update a Hosted Catalog, Supplier may charge the higher price and UC will work with Supplier to rectify the problem as quickly as possible.

All Supplier-provided pricing in any Catalogs, whether Hosted or Punch-Out, will be inclusive of all shipping, handling, fees and charges of any sort, except applicable taxes.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors. Supplier agrees that UC may block customized Catalogs at the SKU and/or category level.

UC's Terms and Conditions of Purchase state that the Goods and/or Services must be exactly as specified in the Agreement. For the avoidance of doubt, this means that Supplier may not, without UC's prior consent, substitute items, change SKU numbers or change the number of items in a package in any Catalog.

(b) Site Responsibility. Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its website; (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its website; and (iii) maintaining Internet connectivity.

(c) License. Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

SECTION 5 – USER SUPPORT

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through means other than websites.

SECTION 6 – PROPRIETARY RIGHTS

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows. UC may require Supplier to "brand" Supplier's Punch-Out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-Out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-Out Catalog hosted by Supplier and subject to the following terms:

Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-Out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Addendum. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-Out Catalog, right to link to and access the Punch-Out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the Catalog, except as supplied by Supplier. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved, UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to – UC eProcurement sites and all Intellectual Property Rights associated with UC eProcurement sites, including any modifications,

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such Site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

SECTION 7 – MULTIPLE SUPPLIERS

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

SECTION 8 – WARRANTY DISCLAIMER

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

ATTACHMENT E – DEFINITIONS

General

Broad Line Manufacturer/Qualified Supplier– a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the five (5) main/mandatory categories of Office Furniture (System, Seating, Storage, Free Standing Furniture, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements).

Dealer or Dealer Service Network Provider - Subcontractor and/or provider of goods and services on behalf of Manufacturer such as furniture, furniture design, layout design, workspace planning, showroom demonstration, warehouse storing, delivery, installation, customer service, invoicing, payment collections, credit card processing, etc.

Design - Major Revision - A major revision is defined as any modification in which an excess of 30% of the design is revised.

High Volume Tier – Dollar amount of product purchased, which exceeds predetermined discount off list pricing and therefore qualifies for negotiated pricing; all such pricing tiers to be found within Exhibit A and B of Statement of Work.

Project Management - Enhanced professional services through a Dealer authorized representative. Dealer authorized representative provided under the Agreement will provide project management services, in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or team and proper oversight must be maintained and milestones must be adhered to.

Punch List -A term used to describe an inventory list of all corrections, to an Installation or project which requires an action on the part of the Supplier, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

Reconfiguration -A term used to describe the process of disassembly, re-assembly and possible relocation and redesign of existing furniture systems.

Services - Refers to all services provided by the Dealer, including "Value-Added" services, and "Per Hourly-Rate" services as noted within and Attachment A – Statement of Work.

Supplier – Manufacturer and Primary Contracting Entity, as represented by its Dealers/Authorized Dealer Services Network and its other business entities within its supply chain for the purpose of proposing goods and services under this RFP, as a single contracting

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

entity. The term Supplier, therefore, is used interchangeably with Manufacturer, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier proposes to carry out its duties and obligations in answer to this solicitation.

Value-Added Services - Includes all enhanced professional services, such as design and installation, provided by Dealer.

Waste Removal/Removal of Debris- Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC's Sustainability Policy

Furniture Items Definitions

Exclusions to below – Any "Product listed or registered with FDA as a medical device or a furnishing that meets a specific clinical requirement for UC clinicians."

Paneled Systems - Pre-fabricated paneled workstations or cubicle office. Includes panels, desk, storage, filing work surfaces, cabinetry, accessories, etc. Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.
CSA- Z412, Guideline on Office Ergonomics, page 161

Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.
CSA- Z412, Guideline on Office Ergonomics, page 161

Side Chair: A side chair is a chair designed for short-term sitting (i.e. guest chair) and is not designed to be used during work tasks. A side chair usually has a fixed seat height, seat angle, and backrest, and it may or may not have arms. The minimum weight capacity is 250 pounds.
ANSI-BIFMA x5.1-2002

Desk/Work Surface: A desk/work surface is a piece of furniture with a surface designed to allow the user to complete their work tasks. Work tasks can include but are not limited to reading, writing, and use of computers, telephones, calculators, and microscopes. Surfaces can be flat or angle adjustable (for example drafting tables). Work surfaces should be designed to support work equipment and task materials while allowing adequate clearance, access, and support for the majority of users. Desks/work surfaces may be freestanding or part of a panel system which is secured to the wall or floor. All work surfaces shall follow the dimension and height adjustability guidelines of Exhibit E of SOW.
ISO 9241-5, Ergonomic requirements for office work with visual display terminals, page 9, 15

Storage: A piece of furniture designed to store items. Storage units shall meet the following requirements:
Adjustment controls should be easy to operate from usual working positions and designed so they encourage correct use
Drawers should be designed to prevent unintentional opening
Drawers should not require undue force to open and close
Drawers should not be able to be pulled out so they unintentionally fall
Casters on mobile pedestal drawers should be chosen to match the floor surface where the pedestal will be used

ATTACHMENT F – RFP (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019)

See as separate Attachment

DocuSign Envelope ID: CFFDE2F5-640B-4E36-B6F8-DC5997BC8F39

ATTACHMENT G – SUPPLIER'S RESPONSE TO RFP, DATED 8-21-19

See as separate attachment

ATTACHMENT A - STATEMENT OF WORK

STEELCASE AGREEMENT #2019.001899

This Statement of Work – Attachment A ("SOW") is issued pursuant to Purchasing Agreement #2019.001899 dated May 21, 2020 between UC and Steelcase Inc. ("Agreement" or "Master Agreement").

1. Description/ Goods and Services Scope

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement, to the University of California, System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories if approved by the UC Procurement, Office of the President. Supplier, through this Agreement, shall also offer their fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a 'fully comphrensive product line'/national product line, is not limited by UC speicific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation ("Services"). Together, the "Goods and Services" all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

2. Implementation

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

Supplier Responsibilities

Action - National Program	Date relative to contract signature
Post Summary Agreement information of the Agreement on steelcase.com site	Within 30 days of contract execution
Creation of co-branded marketing materials	within 60 days of contract execution
Creation of Omnia-Specific page on dealer Intranet site	Within 30 days of contract execution
Dealer and Sales Training on Omnia Agreement	Within 30 days of contract execution
Development of Priority Opportunities	Ongoing
Action - UC Program	**Contract Start - 11/01/20**
Dealer Webinar - Comparison to Previous Agreement	within 1 month of contract
Development of Marketing Materials	9/1/2020
Sustainability Metrics and Baselines Reported	9/1/2020
Campus Meetings on Transition	6/1/-20 -11/1/2020
UC ECOMMERCE	9-28-20 -11/1/2020
E-Commerced Catalog Development/Transition from Existing Catalogs	6/1-20 -11/1/2020

Campus Visits/UCOP Rollout	Estimate 9/29/20 to 10/31/20
Campus Profile Development	Ongoing
Campus Training	Ongoing
Marketing and Business Development	Ongoing

UC Responsibilities

Action	**Contract Start - 11/01/20**
UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:	
Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

a. Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
b. Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
c. The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.
d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
e. UC Hastings College of Law
f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
g. Lawrence Livermore Lab and other additional centers and offices as further detailed at: http://www.universityofcalifornia.edu/uc-system/parts-of-uc
h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.

4. Key Personnel

Dealers/Subcontractors

NATIONAL PROGRAM: Dealers authorized to provide Goods and/or Services **nationally**, under this SOW, can be found at www.steelcase.com/find-us/where-to-buy/dealers . Dealers may be added or deleted over the lifetime of this Agreement.

UC PROGRAM: Dealers authorized to provide services to the UC are listed with contact information, in Exhibit F to this Statement of Work. Dealers may be added or deleted, at request of UC over the lifetime of this Agreement.

Supplier's Account Manager is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Kevin Schmidtbauer	TITLE: Strategic Account & Business Development Manager

Email	kschmidt@steelcase.com	
Phone	(415)699-9529	
Address	475 Brannan Street, Suite 110, San Francisco, CA 94107	

Supplier's Account Management Team is:

Name	Lisa Christiansen	TITLE: Strategic Account Manager
Email	lchriste@steelcase.com	
Phone	(408)497-7414	
Address	475 Brannan Street, Suite 110, San Francisco, CA 94107	
Name	Kathryn Le	TITLE: Strategic Account Manager
Email	kle@steelcase.com	
Phone	(310)383-1064	
Address	1150 S. Olive St., 32nd Floor, Los Angeles, CA 90015	
Name	Liz Seiferth	TITLE: Business Development Manager
Email	eseifert@steelcase.com	
Phone	(630)240-8180	
Address	4780 Eastgate Mall #100, San Diego, CA 92121	
Name	Barry Popma	TITLE: E-Business Consultant
Email	bpopma@steelcase.com	
Phone	(616)730-1314	
Address	901 44th St. SE, Grand Rapids, MI 49508	

UC'S Project Managers:

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator yvonne.macon@ucop.edu
eProcurement Implementation	Lia Scott, Associate Director, e-Procurment Technology, liascott@ucdavis.edu Terese Merrell, Business Systems Analyst, eProcurement Technology, Terese.Merrell@ucop.edu
Sustainability Reporting,	Stephanie Lopez, Special Programs Director UCOP, stephanie.Lopez@ucop.edu Heather Perry, Sustainable Procurement Program Mgr. UCSB, heather.perry@ucsb.edu
CSR Assessment - UC/EcoVadis Liasion	Stephanie Lopez, Soecial Programs Director UCOP, stephanie.Lopez@ucop.edu

5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

6. Assumptions and UC Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply to the UC only.

A. Previously established ergonomic contracts (six in total) with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (i.e. keyboard trays and monitor arms.

B. Goods and Services purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:

1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).

C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.

1. Campus Fire Marshall (or equivalent, if none exists)
2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)

D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.

E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years).

F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

7. Service Level Agreement (This section is specific to UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times:

Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days
Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns of non-conforming product**	(see below and Requirements – Returned and Damaged Product)

Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

*Punch List--a term used to describe an inventory list of all corrections to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

**Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it fails to comply with information published in the Steelcase Specification Guide or your purchase order. Replacement orders for non-conforming products are processed immediately, and Steelcase expedites the shipment of replacement items to the location you specify. If product is shipped in a quantity that exceeds your ordered quantity, the dealer will arrange for pick-up of unneeded items on an expedited schedule and customer will not be responsible for any restock charges.

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates" priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within the Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. Where significant push-distances are required, and/or special delivery/installation requirements related to public health policy and conditions placed on installation sites, thereby impacting the estimated delivery time, additional charges may apply. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A & B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses excluding taxes."

E.In addition to volume pricing offered by a Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

9. Program Requirements

A. General

a. Minimum Orders - There shall be no minimum order requirements (quantity, dollar size, etc.).
b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: https://www.bifma.org/page/StandardsShortDesc
e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)
g. Order Cancellation or change - Supplier can accept changes and cancellations of POs (whether by termination or otherwise) without cost to UC provided that the products aren't yet in production. After production has begun, Supplier will take reasonable steps to mitigate any costs to UC, but reserves the right to charge UC for the products which are in production. Noting that all Supplier's furniture is made-to-order to the customer's specifications (e.g.size, finish, fabric)

B. Administration (This section is specific to UC)

Supplier shall provide the following program administration functions:

a. Project Manager to coordinate program implementation (see implementation Plan).
b. Account Management for on-going contract monitoring and maintenance
c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program.
d. Meetings between supplier's account manager(s) and UC Purchasing Departments to discuss previous month's activities and resolution of any open issues.
e. Supplier shall meet with the UC for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
    - Sales Data for UC System
    - Fiscal Year to Date (beginning July 1).
    - Fiscal Year to Date for the previous year.
    - Last 12 month spend.
    - Last 12 month spend for the prior year.
    - Company or Dealer updates/changes
    - Sustainability
    - Outreach and Projects
    - SLA Scorecard and Issues
    - Product – changes and new lines
f. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
g. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC.

C. Ecommerce, Invoicing, and Settlement (This section is specific to UC)

a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D to Master Agreement- Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce

platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.

b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.

c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.

d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.

e. Payment type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce). Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.

f. Established Delivery Dates: (UC Specific) An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

D. National Program

a. Manufacturer/Suppler must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.

b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

E. Product Requirements

a. Required Product Categories . (UC Specific) (as defined in Attachment E of Master Agreement and herein) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C.
   - Panels and Desks/Work Surface (Adjustable and Fixed)
   - Storage
   - Freestanding
   - Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
   - Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)

b. Product Purchase Restrictions (UC Specific) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.

c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.

d. New and Discontinued Products

1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
   - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.

e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.

f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years, as further described in Steelcase's exclusive warranties, which may be found on-line at Steelcase.com.

g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from such countries that are affected by such tariffs for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.

h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

F. Services

a. Specific Delivery, Installation, and Service options , have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A or B, as the case may be.

b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages

c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

   1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.

d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B -Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
f. Returns/Damaged product - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer, shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. Replacement orders for non-conforming products are processed immediately, and Supplier expedites the shipment of replacement items to the location you specify.
g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
n. Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

11. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

12. Liquidated Damages (This section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars ($500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control.

A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 ½% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 ½% (total of 7 ½%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 ½% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

13. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

Exhibit A – National Discount and Service Pricing
Exhibit B – **UC** Discount and Service Pricing
Exhibit C - UC Sustainability Requirements
Exhibit D – UC Reporting Requirements
Exhibit E – UC Ergonomic Requirements
Exhibit F – UC Dealer Network & Capabilities
Exhibit G - UC –Additional Terms and Conditions

This Statement of Work is signed below by the parties' duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:

1E90FA0709254CF...

(Signature)

William Cooper AVP & Chief Procurement Officer

(Printed Name, Title)

5/22/2020

(Date)

STEELCASE INC.

Megan E. Maguire

(Signature)

Megan E. Maguire, Contract Specialist Leader

(Printed Name, Title)

May 22, 2020

(Date)

EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS

A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book.

The price for Partner Products purchased under this Agreement shall be the current Price List in effect at the time the purchase order is placed, less the minimum discounts on identified Partner Products listed below.

The price for Smith System Products purchased under this Agreement shall be on the current applicable Smith System, Inc. price list(s) in effect at the time the purchase order is placed, less the minimum discounts on identified Smith System Products listed below.

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request. For deliveries in Alaska, a service charge equal to five percent (5%) of list price shall be assessed to the Participating Public Agency for Orders up to $200,000 list price. The service charge for Orders above $200,000 list price shall be negotiated.

A.2 – Price Increases

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - STEELCASE Manufacturer Discount off List						
		Tier 1 $0-50K list		Tier 2 $50-$150K list		Tier 3 >$150K list	
	Product line	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed
Systems Furniture	Avenir	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Kick	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Montage	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	TS Worksurfaces	59.50%	55.50%	62.00%	58.00%	Neg	Neg
	Answer	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Universal Systems Worksurfaces	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Universal Systems Wksfs WOOD	58.00%	54.00%	63.03%	59.03%	Neg	Neg
Freestanding Furniture	Kick Freestanding Casegoods	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	c:scape	46.00%	42.00%	51.23%	47.23%	Neg	Neg
	Elective Elements	54.04%	50.04%	57.93%	53.93%	Neg	Neg
	Currency	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Payback	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Ainsley	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Davenport	45.00%	41.00%	47.00%	43.00%	Neg	Neg

	Folio	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Opus	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Park	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Senza	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sonata	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sync	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Waldorf	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Answer Freestanding Desking	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	B-Free Furniture	46.00%	42.00%	48.00%	44.00%	Neg	Neg
	Frame One	50.50%	46.50%	53.70%	49.70%	Neg	Neg
	Series Benches	49.00%	45.00%	53.75%	49.75%	Neg	Neg
	Answer Beam / Fence	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Convey	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Mackinac	50.50%	46.50%	55.00%	51.00%	Neg	Neg
Storage	TS Laterals	60.12%	56.12%	62.38%	58.38%	Neg	Neg
	TS Bins & Shelves	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Fixed Pedestals	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Mobile Pedestals	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Tower Too	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Underworksurface Laterals	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	Duo Storage for Answer	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Univ ITC/OTC Bins/Shelves	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Universal Pedestals	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	TS Large Storage Cabinets	60.12%	56.12%	62.38%	58.38%	Neg	Neg
	900 Laterals	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	High Density Storage	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Overfile Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Bookcases	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Combination Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Lateral Files	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Storage Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Storage Laminate	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Towers	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Wardrobe Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Workstation Verticals	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Storage Acc.	57.00%	53.00%	60.00%	56.00%	Neg	Neg
Seating	475 Player	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	487 Cachet	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	490 Move	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	cobi	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	i2i	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	Gesture	50.00%	46.00%	53.00%	49.00%	Neg	Neg

QiVi	50.00%	46.00%	53.00%	49.00%	Neg	Neg
Siento	51.00%	47.00%	53.00%	49.00%	Neg	Neg
Sawyer	54.00%	50.00%	57.00%	53.00%	Neg	Neg
Carl Hansen Seating	47.01%	43.01%	47.01%	43.01%	Neg	Neg
Coalesse Seating	50.00%	46.00%	50.00%	46.00%	Neg	Neg
Aspekt Series	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Cura Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Empath Recliner Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Leela	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Malibu Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Mineral Recliner Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Mineral Recliner & Sleeper	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Mitra Series	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Neighbor Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Outlook Empress	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Outlook Hawthorn	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Outlook Jarrah	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Outlook Nikko	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Outlook Sequoia	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Sieste Sleeping	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Sieste Sleeper	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Sorrel Series	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Tava	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Verge Stool	45.00%	41.00%	47.00%	43.00%	Neg	Neg
X-Tenz	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Regard	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Node / Node Health	52.50%	48.50%	54.50%	50.50%	Neg	Neg
Hosu Lounge Seating	47.50%	43.50%	47.50%	43.50%	Neg	Neg
Lagunitas	47.50%	43.50%	47.50%	43.50%	Neg	Neg
Brody Lounge Seating	43.00%	39.00%	45.00%	41.00%	Neg	Neg
Kart Seating	50.00%	46.00%	52.00%	48.00%	Neg	Neg
453 Criterion	58.00%	54.00%	62.00%	58.00%	Neg	Neg
B-Free Seating	46.00%	42.00%	48.00%	44.00%	Neg	Neg
Steelcase Series 1	55.62%	51.62%	57.61%	53.61%	Neg	Neg
Umami	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Surround	45.00%	41.00%	47.00%	43.00%	Neg	Neg
462 Leap	58.75%	54.75%	59.50%	55.50%	Neg	Neg
Amia Seating	54.88%	50.88%	55.75%	51.75%	Neg	Neg
Think Seating	54.88%	50.88%	55.75%	51.75%	Neg	Neg
466 Reply	54.88%	50.88%	56.27%	52.27%	Neg	Neg
464 Leap Work Lounge	47.72%	43.72%	49.38%	45.38%	Neg	Neg
Silq Seating	48.75%	44.75%	52.74%	48.74%	Neg	Neg
Embold	45.00%	41.00%	47.00%	43.00%	Neg	Neg
Wiesner Hager Nooi	47.50%	43.50%	49.70%	45.70%	Neg	Neg

	West Elm Conference Chair	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	West Elm Guest Chair	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	West Elm Lounge Seating	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	West Elm Stool	48.00%	44.00%	50.50%	46.50%	Neg	Neg
Tables	Airtouch Adjustable Tables	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Groupwork	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Carl Hansen Tables	47.01%	43.01%	47.01%	43.01%	Neg	Neg
	Sieste Tables	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Exchange Tables	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Ology Bench / Desk	47.00%	43.00%	51.95%	47.95%	Neg	Neg
	Migration	52.67%	48.67%	53.50%	49.50%	Neg	Neg
	Adj. Tables - Series 5	49.00%	45.00%	50.00%	46.00%	Neg	Neg
	Akira Tables	50.00%	46.00%	52.00%	48.00%	Neg	Neg
	Runner Tables	50.00%	46.00%	52.00%	48.00%	Neg	Neg
	Mobile Overbed Tables	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Universal Tables	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	West Elm Occasional Table	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	Verlay	52.50%	48.50%	54.57%	50.57%	Neg	Neg
	Migration SE Desk	52.67%	48.67%	53.50%	49.50%	Neg	Neg
Architectural Elements	Privacy Wall	47.00%	N/A	50.00%	N/A	Neg	N/A
	Architectural Modular Power	52.00%	N/A	54.00%	N/A	Neg	N/A
	Low Profile Floor	52.00%	N/A	54.00%	N/A	Neg	N/A
	QT Pro	52.00%	N/A	54.00%	N/A	Neg	N/A
	VIA	45.50%	N/A	50.00%	N/A	Neg	N/A
	Thread Floor Power System	43.00%	N/A	44.00%	N/A	Neg	N/A
	Pathways Power & Comm	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Irys	44.38%	N/A	50.00%	N/A	Neg	N/A
	Privacy Wall Lite Scale Glazing	42.50%	N/A	50.00%	N/A	Neg	N/A
	Balance of OrangeBox	42.75%	38.75%	45.00%	41.00%	Neg	Neg
	OrangeBox Air Pods	42.75%	N/A	44.25%	N/A	Neg	N/A
Accessories and Technology Support	Bottomline Task Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	LED Personal Task Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	LED Shelf Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	Underline Task Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	Pocket Mobile Cart	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	LED Linear	47.72%	43.72%	51.23%	47.23%	Neg	Neg
	Standard / Utility Lighting	61.00%	57.00%	64.25%	60.25%	Neg	Neg
	West Elm Lighting	48.00%	44.00%	50.50%	46.50%	Neg	Neg
Fixed Seating & Higher Education Classroom Furniture	Verb	52.00%	48.00%	55.00%	51.00%	Neg	Neg
	Node / Node Health	52.50%	48.50%	54.50%	50.50%	Neg	Neg

Repair Parts (non warranty) - Discount off List		35.00%					
Other	RoomWizard 2.0	47.50%	N/A	47.50%	N/A	Neg	N/A
	eno Whiteboards / Accessories	51.83%	47.83%	54.27%	50.27%	Neg	Neg
	media:scape / media:scape lounge	44.00%	40.00%	45.00%	41.00%	Neg	Neg
	Balance of Steel	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Balance of Wood	51.00%	47.00%	53.00%	49.00%	Neg	Neg
	Turnstone Products	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Balance of Worktools	49.00%	45.00%	49.00%	45.00%	Neg	Neg
	Premium Whiteboard / Infill	49.00%	N/A	52.76%	N/A	Neg	N/A
	FitWork	43.00%	39.00%	45.35%	41.35%	Neg	Neg
	FlexFrame	51.75%	N/A	55.00%	N/A	Neg	N/A
	Balance of Steelcase Health	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Universal Privacy Screens	48.00%	44.00%	53.61%	49.61%	Neg	Neg
	Flow / Sans	40.00%	N/A	41.00%	N/A	Neg	N/A
	Divisio Screens	47.72%	43.72%	51.23%	47.23%	Neg	Neg
	Universal System Screens	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Motif	40.00%	N/A	41.00%	N/A	Neg	N/A
	Sarto Privacy Screens	48.00%	44.00%	53.61%	49.61%	Neg	Neg
	Balance of West Elm	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	Flex / Flex HAD	47.00%	43.00%	51.95%	47.95%	Neg	Neg
	Balance of OrangeBox	42.75%	38.75%	45.00%	41.00%	Neg	Neg

Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.	**Hourly Rates (NTE)**	**Comments**
Design Services	Negotiable	
Project Management Services	Negotiable	
Asset Management (e.g. Dealer tracks ownership at campus level)	Negotiable	
Demolition (breakdown and removal or repacking of old stock)	Negotiable	
Storage	**Rate per Sq. Ft. (NTE)**	**Comments**
Storage (for anything beyond the mandated 30 days)	Negotiable	
Labor/Installation -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate. taking into consideration the labor activity required for the installation and the local labor regulations. Rate for	**Hourly Rates (NTE)**	Authorized Steelcase Dealers will quote labor rates on a case-by-case basis based on order size, ship-to address, and other such factors that may affect the labor activity required. This range may vary across regions, and as such, we would like to leave this determination to the applicable local dealer. All labor costs will be quoted to OMNIA/Public Agency prior to service and will be subject to OMNIA's/Public Agency's approval.

Basic Installation is shown to the right, as a NTE (not to exceed) rate for national program pricing.		
Standard Installation Labor	Negotiable	

Services Associated with Discount off List

<u>The price for products purchased shall be those prices shown in the Current price list in effect at the time the purchase order is placed, less the minimum discounts on the items listed above.</u>

1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.
2. Inside Delivery price includes product delivered to the site and unloaded.
3. Delivered & Installed price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

EXCEPTIONS TO ABOVE DISCOUNTS

• Steelcase Steel Price Lists: New Products, Adjustable Tables - Series 9, Live Map Setup, Pathway Post & Beam System, Smart & Connected Subscription, Southside, Steelcase Workplace Advisor Subscription, Subscription & Services, Sylvi Lounge, Workplace Advisor Hardware, Workplace Advisor Study.
• Coalesse Price Lists: New Products, Arzu, Nanimarquina Collection.
• Steelcase Wood, Worktools, Turnstone, Health, Orangebox, and West Elm Price Lists: New Products.

OTHER

• Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
• Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
• Due to such factors as limited street and building access, secondary transportation costs, union premiums, special permits, etc., deliveries/installations in major market areas are subject to additional charges.

Product Category	NATIONAL PROGRAM – Partner Product Discounts off Partner MSRP						
		Tier 1 $0-50K list		Tier 2 $50-$150K list		Tier 3 >$150K list	
	Product line	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed
Partner Product	Mitchell Gold + Bob Williams	13.75%	9.75%	21.95%	17.95%	Neg	Neg
	Bolia	7.50%	3.50%	10.98%	6.98%	Neg	Neg
	Extremis	22.50%	18.50%	24.39%	20.39%	Neg	Neg
	FLOS Lighting	-4.37%	-8.37%	0.61%	-3.39%	Neg	Neg
Comments	**<u>PARTNER PRODUCTS</u> -** A general term which includes third party products sold in accordance with this Agreement. Partner Products include: FLOS Lighting, Mitchell Gold + Bob Williams, Bolia, Extremis. Notwithstanding anything to the contrary, list-price adjustments for Partner Products will be made in conjunction with the price adjustments of Partner Products' manufacturers and are not subject to written notification to OMNIA Partners. The product selection evolves over time; availability is confirmed upon request at time of order. Any intellectual property related to Partner						

	Products sold under this Agreement will be owned and retained by the manufacturer of such Partner Products. Orders for Partner Products are not subject to change or cancellation without charge once the purchase order has been received. Steelcase will pass along any warranty with respect to Partner Products.

Product Category	NATIONAL PROGRAM – Smith System Product Discounts off Partner MSRP						
		Tier 1 $0-50K list		Tier 2 $50-$150K list		Tier 3 >$150K list	
	Product line	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed
Smith System Product	All Smith System Catalogue Products	35.00%	N/A	Neg	N/A	Neg	N/A
Comments	**SMITH SYSTEM PRODUCTS** - A third-party product which is manufactured by Smith System, Inc. ("Smith System"), a subsidiary company of Steelcase Inc. Notwithstanding anything to the contrary in the Agreement, product list-price adjustments for Smith System Products will be made in conjunction with the price adjustments of Smith System. Any intellectual property related to Smith System Products sold under this Agreement will be owned and retained by Smith System. Steelcase will pass along any warranty with respect to Smith System Products sold under this Agreement. Smith System Products are priced FOB factory and shipped FOB Dock McKinney, Texas 75069. Freight charges for Smith System Product shipments are prepaid and added to the invoice. Any installation charges will be extra. Cancellation or modification of Smith System Product orders must be submitted to the Smith System contact listed below in writing; in some cases, a cancellation fee may be charged if raw materials, work in progress or special products are involved. Smith System Product orders are invoiced on day of shipment. Smith System reserves the right to discontinue products and change product specifications and prices. Smith System Products shall be included in Steelcase's Contract Sales Report and shall be subject to the Administrative Fee in the same manner as Steelcase Products sold in accordance with this Agreement. For notice, product and ordering questions at Smith System, please contact Andrea Nodorft at CustomerService@smithsystem.com (972-398-4074).						

A.3– Delivery and Installation Provisions

Whenever delivery and/or installation is performed by Dealer, the following general provisions shall apply:

A. Labor Charges

Installation will be performed by an authorized Steelcase dealer and is based on delivery during normal working hours within the authorized Steelcase dealer's standard service area, utilizing non-union labor. Additional labor charges may result from the following, and shall be confirmed to UC/Participating Public Agency in advance:

- Work performed outside of the normal working hours at UC/Participating Public Agency's request.
- Delivery and Installation outside the standard service area.
- Use of union labor due to trade regulations.
- Installation of, or work in connection with, furniture lighting, HVAC, cabling, wiring, prewired panels, power hook-up and various electrical work.
- Work disruptions due to other trades, unions or subcontractors.

B. Special Markings, Packaging or Handling

If special markings, packaging or handling is requested by UC/Participating Public Agency, it may be subject to additional charges.

C. Condition of Job Site

The job site shall be clean and free of debris prior to installation. Adequate facilities for offloading, staging, moving, and handling of Products shall be provided without charge by UC/Participating Public Agency.

D. Job Site Service

Electric current, heat, hoisting and/or elevator service, and containers for the disposal of packing materials will be furnished without charge by UC/Participating Public Agency.

E. Storage

In the event that physical delivery and/or installation are delayed at UC/Participating Public Agency's Designated Location due to causes outside the control of Dealer or Steelcase, the Products will be stored at UC/Participating Public Agency's expense for any days over the agreed upon Free Storage period. All charges related to the delay (e.g., storage costs, labor for loading and unloading) will be confirmed to UC/Participating Public Agency by Dealer at the time of the delay. Invoices for Products placed into storage will be sent by Dealer to UC/Participating Public Agency to be paid as if the Products had been delivered as scheduled. After the Products arrive at the designated site, safe and adequate storage space will be

provided by UC/Participating Public Agency if immediate installation cannot be accomplished. If the space provided is inadequate, requiring excessive sorting or movement, a charge may be applied based upon agreement between UC/Participating Public Agency and Dealer.

F. Assembly

Dealer's ability to assemble Products shipped knocked down or to attach, affix, or bolt in place movable Products is sometimes dependent on union jurisdictional agreements. If trade regulations in force at the time of installation require the use of union tradesmen or tradesmen other than Dealer's own installation personnel at the site, all resulting additional charges (e.g., the differential between union's or other tradesmen's hourly rate and the non-union hourly rate of Dealer's personnel at Prevailing Wage rates or above Fair Wage/Fair Work; whichever is applicable) will be paid by UC/Participating Public Agency.

G. Damage

Pursuant to the applicable shipping term, any loss or damage to the Products by weather, other trades (such as painting or plastering), fire, or other elements shall be the responsibility of UC/Participating Public Agency after the Products are delivered by Dealer to the Customer's delivery point/inside worksite; and UC/Participating Public Agency agrees to hold Dealer harmless from loss for such reason. Notwithstanding the foregoing, however, any loss or damage to the Products caused by Dealer, its employees or subcontractors during installation shall be the responsibility of Dealer.

H. Insurance

During the term of this Agreement, Dealer and Steelcase will each maintain all applicable insurance coverage consistent with local insurance requirements; and Dealer's insurance shall be primary. Insurance certificates are available from Dealer or Steelcase upon request. Fire, tornado, flood, earthquake, windstorm, and other all risks insurance coverage and other applicable insurance at the site will be the responsibility of UC/Participating Public Agency (including any deductibles thereunder).

August 21, 2019

Yvonne Macon

Commodity Manager - MRO & Facilities
Center of Excellence - University of California Office of the President
260 Cousteau Place, Suite. 150
Davis, Ca. 95618

University of California (UC) RFP #001218
RFP-OFFICE FURNITURE-UC SYSTEMWIDE-JULY182019

Dear Yvonne,

On behalf of Steelcase and our Steelcase authorized dealer network, we are pleased to submit our best, most comprehensive, and most cost-effective package of Goods and Services of the highest quality and standards in response to your UC system-wide RFP. We understand the new UC/OMNIA partnership and the intent to make any resultant agreement a national cooperative agreement. With this in mind, we have provided both a UC-only product/services/pricing matrix and a Standard product/services/pricing matrix for national participants.

For the past 20 years, Steelcase and Steelcase Dealers, have held the Primary Source Agreement with the University of California. This long-term and mutually-beneficial relationship has been built on the strength of the breadth and depth of the Steelcase Inc multi-category product offering along with best-in-class dealer network service capabilities. We are excited to propose our most current product offerings that satisfy the minimum UC ergonomic and sustainability requirements across your five primary product categories. We are also pleased to offer a continuation of the UC-dedicated and UC-tenured Steelcase dealer network, providing wisdom and experience in how best to provide high quality and consistent design/project management/delivery/installation services to UC system-wide campuses. Steelcase and Steelcase Dealers remain passionately committed to the continuation and expansion of the UC eProcurement Platforms that we have jointly developed and implemented successfully over the past 10 years.

Although we fully realize that it is the intent of UC to award approximately three “Broad Line” Manufacturer Awards, **Steelcase would like to propose the following incentives should UC elect to remain Primary Source with Steelcase only:**

- **Agreement to extend the current UCOP/Steelcase Contract with existing price-list and price-list escalation schedule (our existing Contract remains 3 price-lists behind the general market). This represents a 10% product cost savings versus our attached submittal**
- **Agreement to extend the existing favorable contract Terms & Conditions, especially as it relates to Return Policy and Dealer storage of product awaiting deployment.**
- **Agreement to continue to pay 4% Patronage on all UC Product Spend and additional 2% on Dealer Services and Non-Steelcase Product Spend.**

We hope that you find our RFP submittal responsive and comprehensive and we look forward to presenting our program and team credentials in person during the mock-up phase of your evaluation process.

Thanks in advance for your consideration of Steelcase and Steelcase Dealer’s Goods and Services.

Sincerely,

Charlie Bosetti
Vice-President, West Business Group
Steelcase Inc.

Kevin Schmidtbauer
Strategic Account Manager
Steelcase Inc.

Steelcase
www.steelcase.com
475 Brannan St., Ste. 110, San Francisco, CA 94107

Attachment #2: Field Verification Checklist

Project Name:_____Project Number:_____
Employee Name:_____
Date:_____

Site Condition at time of Field Verification:_____
Completely Finished Space_____Under Construction_____

Architectural

Wall Dimensions:
❑ Critical/overall dimensions
❑ Column locations & dimensions
❑ Door locations/swings (Also, indicate non-standard frame dimensions)
❑ Window locations
❑ Window sill heights/protrusion
❑ Indicate baseboard dimensions

Obstructions/Special Details:
❑ Light switch locations
❑ Thermostat locations
❑ Radiators/vents
❑ Fire extinguisher/Drinking fountain
❑ Other obstructions

Wall Construction:
❑ Drywall
❑ Concrete (Brick, or other masonry)
❑ Demountable Partitions

Ceiling:
❑ Ceiling heights
❑ Lighting/HVAC supply & return
❑ Sprinklers
❑ Ceiling grid type for Architectural Walls product

Floor:
❑ Height transitions
❑ Finish transitions

Electrical/Communications
❑ Outlets/J-box
❑ Voice/data
❑ Floor monuments/Core locations
❑ Electrical Panels/closets

Other:
❑ Existing millwork to remain
❑ If we are to provide storage pieces within existing millwork, we need to identify the actual interior dimensions of the casework to insure that the items specified will fit.

Attachment #5 Project Schedule Example

ONE WORK PLACE Project Schedule

Client: **UCSF / Sample**

Date: **11/02/09**

General Information

Project Name: UCSF / M140 Admissions

Project Address: 505 Parnassus, Room M140
San Francisco

Project ID #: 20067

B. PROJECT CONTACTS

One Workplace:
Project Manager: Janet Da Silva
Office: 408.719.3305
Cell: 408.667.4572
Email: jdasilva@oneworkplace.com
Account Manager: Sacha Ielmorini
Office: 510.729.7863
Email: sielmorini@oneworkplace.com
Coordinator: Irene Berania
Designer: Jean Wu

Client:
Transitions / UCSF
Dylan Condit / Project Manager / Transitions
Office: 510.889.8415 x 116
Mobile: 510.774.4088
Fax: 510.247.1843

Installation
Subcontractor: AIS
Lead: Jose Maldonado
Mobile: 408.760.2773
General Contractor:
Data/Telecom:
Electrician:

SCOPE OF PROJECT

A 6-Phase project of Walls and Furniture:
Phase 1: No furniture
Phase 2: (9) Work stations, (4) Offices of Walls w/ Furniture
Phase 3: (2) Offices of Furniture, (1) Waiting Area
Phase 4: Panel wall w/ sliding Door
Phase 5 & 4/5: (1) Office, (1) Bullpen Area w/ 6 seats
Phase 6: (2) Offices, (1) Wall Office, (2) Carrol-type Work stations

INSTALLATION SCHEDULE:

Phase 2 Begins:

Date/Time Req	OWP tapes floor (marks floor) to location of panels.
Date/Time Req	GC scans the floor w/ OWP
Date/Time Req	GC marks location of rebar after scanning.
Date/time Req	GC removes or rolls up window shades prior to Walls installation.

Phase 2 Installation: Wednesday 11/18/09 thru Wednesday 11/25/09. (6 Days) Start Time 6pm

Wed 11/18, 6 pm:	Delivery of Walls product to site/dock
	Begin building of Walls product
Thurs 11/19, 6pm	Delivery of furniture product: frames and electrical
	Build all Answer panels
Fri 11/20, 6pm	Continue building Walls and Answer work stations
	Electrician to hardwire base feeds
	Data Cablers to run cabling thru panel frames
Sat 11/21, AM	Delivery of Walls components and work station components, build.
Mon 11/23, 6pm	Continue building Walls and work stations w/ Anchor Brackets.
Tues 11/24, 6pm	Continue building Walls and work stations. To be complete.
Wed 11/25	*Thanksgiving Eve*

Mon 11/30, ___ Transitions/OWP complete walk-thru of both Walls and furniture-Ph 2.

Phase 3 Installation: Friday 12/11/09. (1 Day) Start time: 6pm

Fri 12/11, 6 pm	Delivery of office furniture product to site/dock
	Build (2) offices and place Waiting Area product per plan.
	To be complete.
Mon 12/14, ___am	Transitions/OWP complete Walk-Thru of Phase 3

Phase 4 Installation: Mon 12/28. (2 Days) Start Time: 6pm

Mon 12/28, 6pm	Delivery of Answer product.
Build Answer frames/door with Stability Brackets.	
Tues 12/29, 6pm	Continue. To be complete.
Wed 12/30, __am	Transitions/OWP complete Walk-thru of Phase 4.
	(OWP Closed 12/28-1/1/10)

Phase 5 and 4/5 Installation: Monday 1/4/10 thru Tues 1/5/10 (2 Days) Start time: 6pm

Mon 1/4, 6pm	Delivery of Office furniture product to site/dock.
	Build office area and bullpen-type area.
Tues 1/5, 6pm	Continue building. To be complete.
Wed 1/6, __am	Transitions/OWP complete Walk-thru of Phase 5.

Phase 6 Begins:

Phase 6 Installation:Friday 1/15/10 thru Wed 1/20/10 (4 Days) Start time: 6pm

Fri 1/15/10, 6pm	Delivery of Walls and furniture product to site/dock.
Sat 1/16/10, AM	Continue building Walls and work stations.
Mon 1/18/10, 6pm	Continue building Walls and work stations.
Tues 1/19/10, 6pm	Continue building Walls and work stations.
Wed 1/20/10, 6pm	Continue building Walls and work stations.
Thurs 1/21/10, __	Transitions/OWP to complete Walk-thru of Phase 6.

Project Notes: 1) Trash to be removed at the end of each installation evening.

Site Requirements and Notes:

1) Truck/product may arrive prior to 6pm. (Schedule dock w/ _____) However, no loud noises can occur prior to 6pm.
2) To have exclusive use of elevator after 6pm.
3) All installers to be badged (How do we accomplish this?)
4) Access to suite and access to bldg. and dock area. Who is contact?
5) Upon completion of evening work, lock up suite. (How is this accomplished?)
6) Parking is available 24/7 across bldg in Parnassus garage.
7) Site protection: Floor and/or corners. (Where?)

Attachment #1 - Product Categories and Dealer Network TAB 1 - PRODUCT CATEGORIES (BREADTH OF PRODUCT)

Instructions: **Please complete in full and upload as Attachment #1_Company Name_RFP# 001218 inside the Questionnaire Section of this RFP. Note: The first five categories and items are required in order to qualify as a Broad Line manufacturer of Office Furniture, for purposes of this solicitation.**

Company Name: Steelcase Inc.				Company Name: Steelcase Inc.		Company Name: Steelcase Inc.	
Categories of furniture offered	**Type within category**	**Included Yes/No**	**Number of items in category**	**Number of items in category, meeting UC Minimum Sustainability and Ergonomic**	**% of category meeting the requirement**	**Number of items in category, meeting UC Preferred Sustainability and Ergonomic requirements of this RFP**	**% of category meeting the requirement**
EXAMPLE RESPONSE	**Task Chairs**	**Yes**	**75**	**60**	**80%**	**30**	**40%**
Systems Furniture	• Modular office furniture system	**Yes**	**14**	**14**	100%	**14**	350%
	• Benching product lines	**Yes**	**4**	**4**	100%	**4**	100%
	• Adjustable Hgt. Work surface	**Yes**	**6**	**5**	83%	**5**	83%
	• Other		**0**	**0**	#DIV/0!	**0**	#DIV/0!
			0	**0**	#DIV/0!	**0**	#DIV/0!
			0	**0**	#DIV/0!	**0**	#DIV/0!
Freestanding Furniture	• Work Surface	Yes	**9**	**7**	78%	**7**	78%
	• Work Surface -Adjustable Height	Yes	**6**	**5**	83%	**5**	83%
	• Credenza	Yes	**7**	**5**	71%	**5**	71%
	• Other		**0**	**0**	#DIV/0!	**0**	#DIV/0!
Storage:	• Book Cases	Yes	**4**	**4**	100%	**4**	100%
	• Files	Yes	**14**	**12**	86%	**12**	86%
	• other - Other Storage Systems		**12**	**12**	100%	**12**	100%
Seating:	• Task Seating (chairs and stools)	Yes	**15**	**15**	100%	**14**	93%
	• Guest/Side Seating	Yes	**34**	**33**	97%	**19**	56%
	• Foot Rest/Ottomans	Yes	**12**	**11**	92%	**7**	58%
	• Conference Seating	Yes	**12**	**12**	100%	**9**	75%
	• Lounge Seating	Yes	**34**	**29**	85%	**21**	62%
	• Flexible Learning Seating	Yes	**4**	**4**	100%	**4**	100%
Tables:	• Conference Tables (With or without electronic/AV	Yes	**16**	**13**	81%	**11**	69%
	• Training/Classroom or Collaborative Learning Tables	Yes	**7**	**7**	100%	**5**	71%
	• Occasional Tables (i.e. end table, coffee table)	Yes	**31**	**29**	94%	**19**	61%
	• Height Adjustable Tables	Yes	**6**	**5**	83%	**5**	83%
	• Other - Personal Tables	Yes	**7**	**5**	71%	**2**	29%
Architectural Elements:	• Demountable wall systems/Privacy Walls	Yes	**3**	N/A	#VALUE!	N/A	#VALUE!
	• Beams	Yes	**1**	N/A	#VALUE!	N/A	#VALUE!
	• Power and Flooring	Yes	**3**	N/A	#VALUE!	N/A	#VALUE!
	• Other: Pods	Yes	**3**	1	33%	1	33%
Integrated Technology:	• Whiteboards	Yes	**9**	N/A	#VALUE!	N/A	#VALUE!
	• Acoustical Solutions	Yes	**1**	N/A	#VALUE!	N/A	#VALUE!
	• Other - Integrated A/V Sharing Systems	Yes	**4**	N/A	#VALUE!	N/A	#VALUE!
Accessories and Technology Support	• Lighting, Power and Cable	Yes	**15**	N/A	#VALUE!	N/A	#VALUE!
	• Desk Accessories	Yes	**29**	N/A	#VALUE!	N/A	#VALUE!
	• Computer Support (Keyboard Trays, Monitors, etc.)	Yes	**18**	14	78%	14	78%

Other	• Other - Outdoor Furniture	Yes	18	11	61%	0	0%
	• Other - Patient & Healthcare Furniture	Yes	29	28	97%	10	34%
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
Classroom Furniture and/or Fixed Seating	• Other - Classroom Tables	Yes	7	7	100%	5	71%
	• Other - Classroom Seating	Yes	4	4	100%	4	100%
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
	• Other		0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			0		#DIV/0!		#DIV/0!
			398	296		218	

Attachment #1 - Product Categories and Dealer Network **TAB 2 -DEALER NETWORK (INFORMATION)**

Instructions: Please indicate if you sell products directly. Follow that information by detailing your Dealer Network, per headers below; their name, the campuses they are able to service, their status as it relates to your furniture lines (volume/market share within the region covered), and Manufacturer showroom location(s) that would pertain to your recommended dealer(s) from which the work will be done if your firm is awarded a contract as a result of this RFP. After Completion, please upload as Attachment #1_Company Name_RFP# 001218 with submission.

Example Dealer	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
Best Ever Furnishings & Design Services	UCI, UCLA, UCR, UCSB	Primary Supplier for full product line and all services line close line & open line (Textiles) offerings	Space Planning and Design Services, Project Management, Installation Services)	Los Angeles, Ca.

Proposer Name	Steelcase Inc.			
Is UC able to purchase directly?			NO	
Dealer #1	**Campuses covered**	**Dealer Status (i.e. Primary or Secondary)**	**Services Offered**	**Manufacturer showroom location(s)**
One Workplace	UCB, UCSF, UCSFMC, UCOP, LLNL, LBNL	Primary Supplier for Full Steelcase Brand Product Lines, Associated Services, Access to additional complementary Open Line furniture lines	Space Planning, Design Services, Project Management, Storage, Asset Management, Refurbishment and Redeployment, Rental, Cleaning & Maintenance	475 Brannan Street, San Francisco, CA, with additional Dealer Showroom located in San Francisco, Oakland, and Santa Clara

Dealer #2	Campuses covered	Dealer Status (i.e. Primary or Secondary)	Services Offered	Manufacturer showroom location(s)
United Corporate Furnishings	UCD, UCDMC	Primary Supplier for Full Steelcase Brand Product Lines, Associated Services, Access to additional complementary Open Line furniture lines	Space Planning, Design Services, Project Management, Storage, Asset Management, Refurbishment and Redeployment, Rental, Cleaning & Maintenance	475 Brannan Street, San Francisco, CA, with additional dealer showroom located in Sacramento
Dealer #3	**Campuses covered**	**Dealer Status (i.e. Primary or Secondary)**	**Services Offered**	**Manufacturer showroom location(s)**
Peninsula Business Interiors	UCSC	Primary Supplier for Full Steelcase Brand Product Lines, Associated Services, Access to additional complementary Open Line furniture lines	Space Planning, Design Services, Project Management, Storage, Asset Management, Refurbishment and Redeployment, Rental, Cleaning & Maintenance	475 Brannan Street, San Francisco, CA with additional dealer showroom located in Salinas
Dealer #4	**Campuses covered**	**Dealer Status (i.e. Primary or Secondary)**	**Services Offered**	**Manufacturer showroom location(s)**
Tangram Interiors	UCLA, UCLAMC, UCI, UCIMC, UCM	Primary Supplier for Full Steelcase Brand Product Lines, Associated Services, Access to additional complementary Open Line furniture lines	Space Planning, Design Services, Project Management, Storage, Asset Management, Refurbishment and Redeployment, Rental, Cleaning & Maintenance	1150 Olive Street, Los Angeles, CA, with additional Dealer showroom located in Sante Fe Springs, Newport Beach, Fresno, and Los Angeles
Dealer #5	**Campuses covered**	**Dealer Status (i.e. Primary or Secondary)**	**Services Offered**	**Manufacturer showroom location(s)**

BKM San Diego	UCSD, UCSDMC, UCR	Primary Supplier for Full Steelcase Brand Product Lines, Associated Services, Access to additional complementary Open Line furniture lines	Space Planning, Design Services, Project Management, Storage, Asset Management, Refurbishment and Redeployment, Rental, Cleaning & Maintenance	1150 Olive Street, Los Angeles, CA, with additional Dealer showroom located in San Diego
Dealer #6	**Campuses covered**	**Dealer Status (i.e. Primary or Secondary)**	**Services Offered**	**Manufacturer showroom location(s)**

DNBi Risk Management

Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private exper
Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrighted
materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U.
Services contained herein are a Commercial Item as that term is defined in FAR 2.101, and are compris
Software and Computer Software Documentation as those terms are defined in FAR 52.227-14(a) and

Customer's rights to use the Services are as described in the government contract signed between D&B

Under no circumstances will the Customer accessing the Services have greater rights in the Services pr
Rights" as that term is defined in FAR 52.227-14 (ALT II) and DFAR 252.227-7013(f) and "Restricted
FAR 52.227-14 (ALT III) and DFAR 252.227-7014(f), respectively.

LIVE REPORT

Currency: Show

STEELCASE INC.

Trade Names: STEELCASE

ACTIVE HEADQUARTERS

D-U-N-S Number: 00-601-6547

Company: STEELCASE INC.

D&B Address

Address: 901 44TH ST SE
GRAND RAPIDS, MI, US - 49508

Location Type: HEADQUARTERS

Phone: 616-247-2710

Added to Portfolio: 01/

Endorsement: DG

Last View Date: 08/

Bankruptcy Found	**N**	
D&B Rating	**5A2**	5A indicat appraisal c

D&B VIABILITY RATING SUMMARY

Viability Score

Viability Score : 1

Low Risk:1 ; High Risk:9

Data Depth Indicator

Data Depth Indicator : A

Predictive:A ; Descriptive:G

Portfolio Comparison

Portfolio Comparison : 2

Low Risk:1 ; High Risk:9

Company Profile:

A

Financial Data	Trade Payments
Available	Available (3+Trade)

DETAILED TRADE RISK INSIGHT™

3 months from Jun-19 to Aug-19

Days Beyond Terms Past 3 months: 4 Days

Days Beyond Terms Past 3 months : 4

Low Risk:0 ; High Risk:120+

Dollar-weighted average of **180** payment experiences reported from **83** companies.

D&B COMPANY OVERVIEW

This is a headquarters location

Branch(es) or Division(s) exist	Gross Revenue	Chief Execu
Y	344320000	JAMES P KI

PAYDEX® TREND CHART

FIRSTRAIN COMPANY NE

Bailard Inc. Makes New $3
Inc. (NYSE:SCS) Tech Know
Google Inc.

Steelcase (NYSE:SCS) Sto
Global Securities Tech Know
Google Inc.

Zacks: Analysts Expect Ste
Announce Quarterly Sales
Aug 5, 2019
Google Inc.

Steelcase (NYSE:SCS) Up
Investment Research MR M
Google Inc.

Steelcase (NYSE:SCS) Do
Seaport Global Securities
Google Inc.

Steelcase Inc. (NYSE:SCS
Stock Tech Know Bits Jul 23, 20
Google Inc.

Steelcase (NYSE:SCS) Do
Seaport Global Securities
Google Inc.

David C. Sylvester Sells 21
(NYSE:SCS) Stock MR Mo
Google Inc.

Analysts Offer Predictions
Earnings (NYSE:SCS) Tec
Google Inc.

The SVP & CFO of Steelca
Smarter Analyst Jul 15, 2019
Google Inc.

Steelcase Inc. (NYSE:SCS
Marshall Wace North Ame
Google Inc.

Steelcase Inc. (NYSE:SCS
Sales of $980.75 Million
Google Inc.

Steelcase (NYSE:SCS) Issu
Tech Know Bits Jul 12, 2019
Google Inc.

Stock Traders Purchase La

Investors Buy High Volum
(NYSE:SCS) Tech Know Bits
Google Inc.

Steelcase Inc. (NYSE:SCS)
Sells 1,020 Shares of Stock
Google Inc.

Steelcase (NYSE:SCS) Up
Investment Research MR M
Google Inc.

Westpac Banking Corp Pu
Steelcase Inc. (NYSE:SCS)
Google Inc.

GYL Financial Synergies L
Investment in Steelcase Inc
27, 2019
Google Inc.

Steelcase (NYSE:SCS) An
Results, Misses Expectatio
Jun 27, 2019
Google Inc.

Steelcase (NYSE:SCS) Up
Tech Know Bits Jun 27, 2019
Google Inc.

Steelcase Sees Unusually L
(NYSE:SCS) Tech Know Bits
Google Inc.

Steelcase Inc. (NYSE:SCS)
$0.15 MR Modern Readers Jun 2
Google Inc.

Victory Capital Manageme
Holdings in Steelcase Inc.
2019
Google Inc.

Labor shortage creates orde
Steelcase MiBiz Jun 23, 2019
Google Inc.

New office furniture produ
movements MiBiz Jun 23, 201
Google Inc.

Steelcase (NYSE:SCS) Up
MR Modern Readers Jun 22, 2019
Google Inc.

Marshall Wace North Ame
Steelcase Inc. (NYSE:SCS)
Google Inc.

$0.43 EPS Expected for St
Quarter MR Modern Readers Ju
Google Inc.

Why Shares of Steelcase R

Daily High:	Daily Low:
15.7	15.52
52-Week High:	52-Week Low:
19.36	13.86
P/E:	Market Cap:
14.57	1,384,230,285
EPS:	Div/Yield:
1.08	3.73

Earnings Scheduled For Ju
Google Inc.

Steelcase Q1 2020 Earning
Google Inc.

Steelcase Inc. (NYSE:SCS)
Asset Management LLC M
Google Inc.

Steelcase Inc. (NYSE:SCS)
Bancorp Tech Know Bits Jun 15
Google Inc.

Victory Capital Manageme
Steelcase Inc. (SCS) Tech K
Google Inc.

/DISREGARD RELEASE:
7, 2019
Google Inc.

PUBLIC FILINGS

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	Number of Records	Most Recent Filing Date
Bankruptcies	0	---
Judgments	0	---
Liens	1	12/13/2018
Suits	2	09/02/2016
UCCs	64	01/02/2019

The public record items contained herein may have been paid, terminated, vacated or released prior to today's date.

Detailed Trade Risk Insight™

Detailed Trade Risk Insight provides detailed updates on over 1.5 billion commercial trade experienc

DEROGATORY EVENTS LAST 13 MONTHS FROM AUG-18 TO AUG-19

No Derogatory trade Event has been reported on this company for the past 13 Months

TOTAL AMOUNT CURRENT AND PAST DUE - 13 MONTH TREND FROM AUG-18 TO AU

Status	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
Total	4,282,118	5,118,980	4,987,246	5,753,885	5,788,501	5,662,734	5,372,930	6,574,413	5,725,409	6,00972
Current	3,728,858	4,521,436	4,484,396	4,984,898	4,988,410	5,010,330	4,780,412	5,281,673	4,373,640	5,13191
1-30 Days Past Due	381,289	347,355	287,529	572,267	555,653	396,378	308,483	557,693	604,446	38955
31-60 Days Past Due	28,638	161,279	102,349	81,269	136,389	94,503	68,175	169,322	107,962	51,38
61-90 Days Past Due	72,762	20,619	36,969	42,479	34,516	39,131	89,764	416,078	490,080	35538
91+ Days	70,571	68,291	76,003	72,972	73,533	122,392	126,096	149,647	149,281	81,20

SMITH SYSTEM MANUFACTURING COMPANY	PLANO , Texas	00-625-07
HEDBERG DATA SYSTEMS, INC.	EAST WINDSOR , Connecticut	02-513-04
STEELCASE DEVELOPMENT CORPORATION	CALEDONIA , Michigan	03-983-04
STOW DAVIS FURNITURE INCORPORATED	CALEDONIA , Michigan	04-154-01
STEELCASE ASIA PACIFIC HOLDINGS LLC	GRAND RAPIDS , Michigan	11-088-14
RED THREAD SPACES LLC	BOSTON , Massachusetts	15-726-26
POLYVISION CORPORATION	JOHNS CREEK , Georgia	61-867-30
STEELCASE FINANCIAL SERVICES INC.	GRAND RAPIDS , Michigan	79-080-84
OFFICE PRODUCTS & SUPPLIES INC	GRAND RAPIDS , Michigan	79-211-71
ANDERSON DESK, INC.	SAN DIEGO , California	80-834-25
AMQ SOLUTIONS, LLC	SANTA CLARA , California	06-677-05

SUBSIDIARIES (INTERNATIONAL)

Company	City , Country	D-U-N-S®
Steelcase Canada Limited	TORONTO , CANADA	20-130-56

STEELCASE MIDDLE EAST	DUBAI , UNITED ARAB EMIRATES	55-918-73
STEELCASE	MINSK , BELARUS	56-551-75
Steelcase	NICOSIA , CYPRUS	60-076-29
Steelcase de México, S. de R.L. de C.V.	México , MEXICO	81-238-68
Steelcase Reynosa, S. de R.L. de C.V.	Cd. Reynosa , MEXICO	81-277-44
Amex de México, S.A. de C.V.	TIJUANA , MEXICO	82-109-45
Steelcase Comércio de Móveis Ltda	SAO PAULO , BRAZIL	90-875-00

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S®
STEELCASE INC.	ATHENS , Alabama	01-727-63
STEELCASE INC.	BOSTON , Massachusetts	01-914-89
STEELCASE INC.	LAKE OSWEGO , Oregon	02-656-29
STEELCASE INC.	GRAND RAPIDS , Michigan	03-277-62
STEELCASE INC.	BOSTON , Massachusetts	03-768-09
STEELCASE INC.	WHITE HOUSE STATION , New Jersey	04-552-36
STEELCASE INC.	SOUTHFIELD , Michigan	05-333-81

STEELCASE INC.	PHILADELPHIA , Pennsylvania	12-320-10
STEELCASE INC.	WASHINGTON , District of Columbia	12-773-27
STEELCASE INC.	MINNEAPOLIS , Minnesota	13-246-02
STEELCASE INC.	GRAND RAPIDS , Michigan	13-739-96
STEELCASE INC.	LITHIA SPRINGS , Georgia	14-457-89
STEELCASE INC.	DENVER , Colorado	15-105-37
STEELCASE INC.	EDISON , New Jersey	15-308-07
STEELCASE INC.	CALEDONIA , Michigan	15-900-34
STEELCASE INC.	SEATTLE , Washington	17-991-57
STEELCASE INC.	GRAND RAPIDS , Michigan	18-136-37

This list is limited to the first 25 branches.

For the complete list - View Family Tree

BRANCHES (INTERNATIONAL)

Company	City , Country	D-U-N-S®
Steelcase - Representative Office	SUANLUANG , THAILAND	66-099-56

This information may not be reproduced in whole or in part by any means of reproduction.

Predictive Scores

- Within this model segment, t
becoming no longer viable: **C**

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **Available**
- Trade Payments: **Available:**
- Company Size: **Large: Emp**
- Years in Business: **Establish**

A

Financial Data	Trade Payments
Available	Available: 3+Trade

CREDIT CAPACITY SUMMARY

This credit rating was assigned because of D&B's assessment of the company's creditworthiness. For r

D&B Rating Key

D&B Rating: 5A2	Financial Strength: 5A indicates 50 million and over	Composi good

The Rating was changed on April 18, 2019 because of changes in financial information, payment information
business

D&B Rating	Date App
5A2	04/18/20
5A3	06/24/20
5A2	04/19/20
5A3	08/20/20
5A2	05/12/20
5A1	01/01/19

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions assets.

D&B CREDIT LIMIT RECOMMENDATION

Conservative credit Limit: 1,000,000

Aggressive credit Limit: 1,000,000

Risk category for this business: LOW

Risk category for this business: :

The Credit Limit Recommendation (CLR) is intended to serve as a directional benchmark for all businesses wi industry, and is not calculated based on any individual business. Thus, the CLR is intended to help guide the c balanced in combination with other elements which reflect the individual company's size, financial strength, pa worthiness, all of which can be derived from D&B reports.

Risk is assessed using D&Bs scoring methodology and is one factor used to create the recommended limits. Se

FINANCIAL STRESS CLASS SUMMARY

The Financial Stress Score predicts the likelihood of a firm ceasing business without paying all credito obtaining relief from creditors under state/federal law over the next 12 months. Scores were calculated derived from D&B's extensive data files.

- Average Risk of Severe Financial Stress for Businesses in D&B database: **0.48**% (48 per 10,000)

The Financial Stress Class of this business is based on the following factors:

- Low proportion of satisfactory payment experiences to total payment experiences.
- High proportion of past due balances to total amount owing.
- High proportion of slow payment experiences to total number of payment experiences.
- UCC Filings reported.
- High number of inquiries to D & B over last 12 months.

Financial Stress Percentile Trend:

Notes:

- The Financial Stress Class indicates that this firm shares some of the same business a other companies with this classification. It does not mean the firm will necessarily ex
- The Probability of Failure shows the percentage of firms in a given Class that discont year with loss to creditors. The Probability of Failure - National Average represents t provided for comparative purposes.
- The Financial Stress National Percentile reflects the relative ranking of a company an D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the especially helpful to customers using a scorecard approach to determining overall bu

Norms	National %
This Business	55
Region: EAST NORTH CENTRAL	50
Industry: MANUFACTURING	52
Employee range: 500+	61
Years in Business: 26+	77

Credit Score Class :

Credit Score Class : 3

Low Risk:1 ; High Risk:5

Moderate risk of severe payment delinquency over next 12 months.

Incidence of Delinquent Payment

- Among Companies with this Classification: **5.80**%
- Average compared to businesses in D&B's database: **10.20**%
- Credit Score Percentile : **64** (Highest Risk: 1; Lowest Risk: 100)
- Credit Score : **519** (Highest Risk: 101; Lowest Risk: 670)

The Credit Score Class of this business is based on the following factors:

- Proportion of past due balances to total amount owing
- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Total Liabilities to Net Worth influencing the score
- Evidence of open suits and liens

Credit Score Class Percentile Trend:

Notes

- The Commercial Credit Score Risk Class indicates that this firm shares some of the same business other companies with this classification. It does not mean the firm will necessarily experience seve
- The Incidence of Delinquent Payment is the percentage of companies with this classification that more by creditors. The calculation of this value is based on D&B's trade payment database.
- The Commercial Credit Score percentile reflects the relative ranking of a firm among all scorable c
- The Commercial Credit Score offers a more precise measure of the level of risk than the Risk Clas helpful to customers using a scorecard approach to determining overall business performance.

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Higher risk than other companies with a comparable number of years in business.

This information may not be reproduced in whole or in part by any means of reproduction.

Trade Payments

D&B PAYDEX®

The D&B PAYDEX is a unique, weighted indicator of payment performance based on payment experie
references. Learn more about the D&B PAYDEX

Timeliness of historical payments for this company.

Current PAYDEX

70

Equal to 15 days beyond terms
(Pays more slowly than the average for its industry of 6 days beyond terms)

Industry Median 76

Equal to 6 days beyond terms

Payment Trend Unchanged

Compared to payments three months ago

Indications of slowness can be the result of dispute over merchandise, skipped invoices etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Payments Within Terms

71%

Total payment Experiences in D&Bs File (HQ)	268
Trade Experiences with Slow or Negative Payments(%)	33.58%
Total Placed For Collection	0

Averag

$65,0

Largest

Highest

Highest

terms)

- [ ] Low risk of late payment (Average prompt to 30+ days sooner)

- [ ] Medium risk of late paymen terms)

- [ ] Low risk of late payment (A sooner)

D&B PAYDEX® COMPARISON

CURRENT YEAR

PAYDEX® of this Business compared to the Primary Industry from each of the last four quarters. The based on SIC code 2522 .

Shows the trend in D&B PAYDEX scoring over the past 12 months.

	9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19
This Business	69	70	69	70	70	70	69	73	71
Industry Quartile									
Upper	-	79	-	-	79	-	-	79	-
Median	-	76	-	-	76	-	-	76	-
Lower	-	70	-	-	70	-	-	69	-

Current PAYDEX for this Business is 70 , or equal to 15 days beyond terms

The 12-month high is 73 , or equal to 11 DAYS BEYOND terms

The 12-month low is 71 , or equal to 14 DAYS BEYOND terms

PREVIOUS YEAR

Shows PAYDEX of this Business compared to the Primary Industry from each of the last four quarters furnitures , based on SIC code 2522 .

Previous Year	10/17 Q1'17	1/18 Q2'18	4/18 Q3'18	7/18 Q4'18
This Business	70	68	67	68
Industry Quartile				
Upper	79	79	79	79
Median	76	76	76	76

Over 100,000	33	11,050,000
50,000-100,000	17	1,055,000
15,000-49,999	44	1,085,000
5,000-14,999	38	265,000
1,000-4,999	30	52,500
Under 1,000	46	18,100

Based on payments collected over last 24 months.

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances, p
result of disputes over merchandise, skipped invoices, etc.

PAYMENT SUMMARY

There are 268 payment experience(s) in D&Bs file for the most recent 24 months, with 184 experienc
month period.

The highest Now Owes on file is 2000000 . The highest Past Due on file is 900000

Below is an overview of the company's currency-weighted payments, segmented by it's supplier's pri

Top Industries	Total Revd (#)	Total Amount	Largest High Credit	Within Terms (%)	1 - 30 Days Late (%)	31 - 60 Days Late
Nonclassified	25	4,267,300	2,000,000	64	26	0
Trucking non-local	13	1,346,350	600,000	49	50	0
Whol industrial equip	12	130,750	40,000	88	0	12
Whol industrial suppl	11	312,500	100,000	73	25	0
Short-trm busn credit	9	847,600	400,000	98	2	0
Public finance	8	87,150	50,000	100	0	0
Whol nondurable goods	6	535,750	400,000	58	0	37
Telephone communictns	6	500,500	200,000	100	0	0
Detective/guard svcs	5	190,100	100,000	100	0	0
Whol service paper	5	32,600	15,000	57	35	0
Arrange cargo transpt	4	546,000	500,000	92	0	0
Manmade broadwvn mill	4	121,000	55,000	77	23	0
Ret furniture	4	31,500	25,000	57	40	0
Truck rental/leasing	4	52,500	25,000	41	26	33
Whol chemicals	4	38,500	15,000	97	3	0

Whol petroleum prdts	1	200,000	200,000	100	0	0
Whol office equipment	1	200,000	200,000	100	0	0
Misc computer service	1	200,000	200,000	100	0	0
Mfg converted paper	1	200,000	200,000	0	100	0
Surety insurance	1	200,000	200,000	0	0	0
Mfg wood office furn	1	100,000	100,000	50	50	0
Paperboard mill	1	100,000	100,000	100	0	0
Testing laboratory	1	90,000	90,000	50	50	0
Mfg wood home furn	1	75,000	75,000	100	0	0
Mfg nonwd office furn	1	60,000	60,000	0	100	0
Natnl commercial bank	1	55,000	55,000	100	0	0
Whol motor vehicles	1	50,000	50,000	50	0	0
State commercial bank	1	45,000	45,000	100	0	0
Whol electrical equip	1	30,000	30,000	100	0	0
Flooring contractor	1	30,000	30,000	100	0	0
Mfg analytic instrmnt	1	20,000	20,000	100	0	0
Mfg manifold forms	1	20,000	20,000	50	50	0
Mfg adhesives/sealant	1	20,000	20,000	100	0	0
Steel works	1	15,000	15,000	100	0	0
Whol office supplies	1	15,000	15,000	50	0	0
Mfg elevator/escaltrs	1	10,000	10,000	100	0	0
Mfg air/gas compress	1	10,000	10,000	100	0	0
Mfg refrig/heat equip	1	10,000	10,000	50	50	0
Business consulting	1	7,500	7,500	100	0	0
Whol groceries	1	7,500	7,500	100	0	0
Whol electronic parts	1	5,000	5,000	0	100	0
Tour operator	1	5,000	5,000	100	0	0
Mfg curtain/drapes	1	2,500	2,500	100	0	0
Mfg environment cntrl	1	1,000	1,000	100	0	0
Investment advice	1	750	750	0	50	0
Airport/airport svcs	1	750	750	100	0	0
Mfg furn/fixtures	1	750	750	100	0	0
Mfg plane parts/equip	1	750	750	100	0	0
Family social service	1	500	500	50	0	0
Local truck w/storage	1	500	500	50	50	0
Mfg process controls	1	500	500	100	0	0
Mfg paint/allied prdt	1	500	500	100	0	0
Whol lumber/millwork	1	500	500	100	0	0
Whol plastic material	1	500	500	100	0	0
Ret stationery	1	250	250	100	0	0
Whol misc profsn eqpt	1	250	250	100	0	0
Reg misc coml sector	1	250	250	100	0	0

DETAILED PAYMENT HISTORY FOR THIS COMPANY

Date Reported (mm/yy)	Paying Record	High Credit	Now Owes	Past Due	Selling Terms
08/19	Ppt	500,000	400,000	2,500	
08/19	Ppt	5,000	750	0	
08/19	Ppt-Slow 60	25,000	5,000	0	
07/19	Ppt	200,000	0	0	
07/19	Ppt	200,000	200,000	0	
07/19	Ppt	100,000	100,000	0	
07/19	Ppt	100,000	85,000	7,500	N45
07/19	Ppt	85,000	40,000	0	
07/19	Ppt	55,000	55,000	0	N30
07/19	Ppt	50,000	15,000	0	N45
07/19	Ppt	40,000	10,000	0	
07/19	Ppt	35,000	35,000	0	
07/19	Ppt	25,000	25,000	0	
07/19	Ppt	25,000	25,000	0	
07/19	Ppt	20,000	15,000	0	
07/19	Ppt	15,000	10,000	0	
07/19	Ppt	15,000	10,000	750	
07/19	Ppt	15,000	10,000	0	
07/19	Ppt	10,000	5,000	0	
07/19	Ppt	7,500	5,000	0	
07/19	Ppt	7,500	2,500	0	
07/19	Ppt	5,000	0	0	

07/19	Ppt	1,000	50	0	
07/19	Ppt	750	0	0	
07/19	Ppt	750	250	0	N30
07/19	Ppt	500	0	0	N30
07/19	Ppt	500	0	0	
07/19	Ppt	250	0	0	
07/19	Ppt	250	0	0	
07/19	Ppt	250	0	0	
07/19	Ppt	250	50	0	
07/19	Ppt	100	100	0	Lease Agreemn
07/19	Ppt	100	0	0	
07/19	Ppt-Slow 10	500,000	250,000	0	N30
07/19	Ppt-Slow 15	15,000	0	0	
07/19	Ppt-Slow 30	200,000	200,000	15,000	
07/19	Ppt-Slow 30	100,000	0	0	
07/19	Ppt-Slow 30	55,000	40,000	0	
07/19	Ppt-Slow 30	45,000	25,000	10,000	N30
07/19	Ppt-Slow 30	20,000	20,000	7,500	N30
07/19	Ppt-Slow 30	7,500	0	0	
07/19	Ppt-Slow 30	1,000	1,000	0	
07/19	Ppt-Slow 45	250	250	250	
07/19	Ppt-Slow 90	35,000	25,000	5,000	
07/19	Ppt-Slow 90	2,500	2,500	1,000	
07/19	Ppt-Slow 90	750	0	0	

07/19	Slow 120+	100	0	0	
07/19	Slow 180+	2,500	2,500	1,000	
07/19	(071)	0	0	0	Cash account
06/19	Ppt	250	0	0	N30
06/19	Ppt-Slow 120+	55,000	45,000	20,000	
03/19	Ppt	500	0	0	
01/19	Ppt	100	0	0	
12/18	Ppt	750	0	0	N30
09/18	(077)	50			Cash account
08/18	Ppt	1,000	0	0	
08/18	Ppt	100	0	0	
06/18	(080)				Sales COD

Payments Detail Key: ■ 30 or more days beyond terms

Payment experiences reflect how bills are paid in relation to the terms granted. In some instances pa
result of disputes over merchandise, skipped invoices, etc. Each experience shown is from a separat
experiences replace those previously reported

This information may not be reproduced in whole or in part by any means of reproduction.

Public Filings

The following data includes both open and closed filings found in D&B's database on this company.

Bankruptcies	Judgments	Liens	Suits
0	0	1	2
Latest Filing:	Latest Filing:	Latest Filing: 12-13-2018	Latest Filing: 09-2016

Type	County Tax
Filed By	TAX COLLECTOR
Against	STEELCASE INC, LOS ANGELES, CA
Where Filed	LOS ANGELES COUNTY RECORDER OF DEEDS,
Date Status Attained	12-13-2018
Date Filed	12-13-2018
Latest Info Received	01-18-2019

SUITS

Status	**Pending**
DOCKET NO.	201600804451
Plaintiff	BLOCKER, KEVIN, WILLIAMSTOWN, NJ
Defendant	STEELCASE INC. AND OTHERS
Cause	Negligence
Where filed	PHILADELPHIA COUNTY COMMON PLEAS COU
Date status attained	09-02-2016
Date filed	09-02-2016

Date status attained	02-11-2013
Date filed	02-11-2013
Latest Info Received	02-28-2013

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action
not necessarily imply a claim for money against the subject.

UCC FILINGS

Collateral	Communications equipment including proceeds and p equipment including proceeds and products - Leased E machinery/equipment including proceeds and product
Type	Original
Sec. Party	IKON FINANCIAL SVCS, MACON, GA
Debtor	STEELCASE INC
Filing No.	2011109430-6
Filed With	UNIFORM COMMERCIAL CODE SECTION, LANS
Date Filed	07-30-2011
Latest Info Received	08-30-2011

Collateral	Computer equipment and proceeds

Collateral	Computer equipment and proceeds
Type	Original
Sec. Party	IBM CREDIT LLC, ARMONK, NY
Debtor	STEELCASE INC.
Filing No.	00717045529
Filed With	BARROW COUNTY SUPERIOR COURT CLERKS
Date Filed	10-26-2017
Latest Info Received	11-21-2017

Collateral	Equipment and proceeds
Type	Original
Sec. Party	STILES MACHINERY, INC., GRAND RAPIDS, MI
Debtor	STEELCASE INC, SAN DIEGO, CA
Filing No.	157494720302
Filed With	SECRETARY OF STATE/UCC DIVISION, SACRAM
Date Filed	11-12-2015
Latest Info Received	11-30-2015

Latest Info Received	10-27-2015

Collateral	Computer equipment and proceeds
Type	Original
Sec. Party	IBM CREDIT LLC, ARMONK, NY
Debtor	STEELCASE INC.
Filing No.	2015132981-0
Filed With	UNIFORM COMMERCIAL CODE SECTION, LANS
Date Filed	09-22-2015
Latest Info Received	10-27-2015

Collateral	Computer equipment and proceeds
Type	Original
Sec. Party	IBM CREDIT LLC, ARMONK, NY
Debtor	STEELCASE INC.
Filing No.	2015132979-5
Filed With	UNIFORM COMMERCIAL CODE SECTION, LANS
Date Filed	09-22-2015

Date Filed	09-01-2015
Latest Info Received	09-25-2015

Collateral	Computer equipment and proceeds - Leased Business proceeds
Type	Original
Sec. Party	IKON FINANCIAL SVCS, MACON, GA
Debtor	STEELCASE INC.
Filing No.	2011172825-0
Filed With	UNIFORM COMMERCIAL CODE SECTION, LANS
Date Filed	12-10-2011
Latest Info Received	01-25-2012

Collateral	Equipment and proceeds
Type	Original
Sec. Party	THOMPSON TRACTOR CO., INC., BIRMINGHAM
Debtor	STEELCASE, INC.
Filing No.	2011125557-4

Contractor	YES
Grantee	NO
Party excluded from federal program(s)	NO

Possible candidate for socio-economic program consideration

Labour Surplus Area	N/A
Small Business	N/A
8(A) firm	N/A

The details provided in the Government Activity section are as reported to Dun & Bradstreet by the
sources.

The public record items contained in this report may have been paid, terminated, vacated or released p
printed.

This information may not be reproduced in whole or in part by any means of reproduction.

History & Operations

COMPANY OVERVIEW

Company Name
STEELCASE INC.

Doing Business As
STEELCASE

Phone
616 247-2710

URL
www.steelcase.com

Stock Symbol

History
CLEAR

Present m
107 years

DIRECTOR(S): The officers identified by (+) and Lawrence J Blanford, Timothy C E Brown, Conr
Joos, Todd P Kelsey, Jennifer C Niemann, Cathy D Ross, Peter M Wege II, P Craig Welch Jr, and K

The Michigan Secretary of State's business registrations file showed that Steelcase Inc. was registere
16, 1912, under the file registration number 800120308.

Business started 1912.

The company was founded in 1912 and became publicly-traded in 1998.

**The company's class A common stock is traded on the New York Stock Exchange (NYSE) und
April 4, 2018, there were 5,788 shareholders of record of the company's class A common stock.
shareholders identified by the company as beneficially owning 5% or more of the outstanding C**
The Vanguard Group, Inc. (8.3%); BlackRock, Inc. (6.9%); Wellington Management Group LLP (6.
Management (5.6%). As of the same date, directors and officers as a group beneficially owns 2.3% o
common stock.

**The company's class B common stock is not registered under the Exchange Act or publicly tra
were 80 shareholders of record of the company's Class B common stock. As of May 14, 2018, t
by the company as beneficially owning 5% or more of the outstanding Class B common stock w**
(52.9%); ABJ Investments, Limited Partnership and Olive Shores Del, Inc. (9.9%); Anne Hunting (14
(7.0%); and James T Osborne (5.2%). As of the same date, directors and officers as a group beneficia
outstanding Class B common stock.

RECENT EVENTS:.

On September 19, 2018, the company acquired Orangebox Group Limited ("Orangebox "), a U.K.-
seating, privacy solutions and collaborative furniture. The transaction included the purchase of all of
of Orangebox for $78.9 (or 60.0) less an adjustment for working capital of $0.1 in an all-cash transac
3.0) is payable to one of the sellers over three years, contingent upon the achievement of certain bus

On July 12, 2018, the company acquired Smith System Manufacturing Company ("Smith System "
of high quality furniture for the pre-K-12 education market. The total purchase price for the acquisiti
cash, plus a net adjustment for working capital of $8.4.

On December 26, 2017, the company acquired AMQ Solutions ("AMQ "). In addition, the company
affiliated company, Tricom Vision Limited. The total purchase price for the acquisition was $69.9, p

LAWRENCE J BLANFORD. Director since 2012. He was the President and CEO of Green Mounta
2007 to December 2012.

TIMOTHY C E BROWN. Director since 2016. He has been the CEO and President of IDEO LP sin

CONNIE K DUCKWORTH. Director since 2010. She has been the Chairman and CEO of ARZU, I

DAVID W JOOS. Director since 2001. He has been the Chairman of the Board of CMS Energy Cor
Energy Company from 2010 to May 2016.

TODD P KELSEY. Director since 2017. He is the President and CEO of Plexus Corp.

JENNIFER C NIEMANN. Director since 2017. She has been the President and CEO of Forward Sp

CATHY D ROSS. Director since 2006. She was Executive Vice President and CFO of Federal Expr
September 2010 to July 2014.

PETER M WEGE II. Director since 1979. He has been the Chairman of the Board of Contract Pharm

P CRAIG WELCH JR. Director since 1979. He has been the Manager and a Member of Honzo Fund

KATE PEW WOLTERS. Director since 2001. She is President of the Kate and Richard Wolters Fou
volunteer and advisor.

AFFILIATES: The following are related through common principals, management and/or ownersh

BUSINESS REGISTRATION

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STA
SOURCE AS OF

This data is for informational purposes only. Certification can only be obtained through the Michigan
Industry Services, Bureau of Commercial Services, Corporation Division.

Registered Name: STEELCASE INC.

Business type: DOMESTIC CORPORATION

Corporation PROFIT

OPERATIONS

06/27/2019

Description:

- The company manufactures and sells integrated furniture settings, user-centered technologies, ar products. It operates through Americas, EMEA, and Other Category segments. The company's fu panel-based furniture systems, storage products, fixed and height-adjustable desks, benches, and products, including worktools. Its seating products comprise ergonomic task chairs; seating for c and specialty seating for specific vertical markets, such as healthcare and education. The compar products include full and partial height walls and doors. It also provides textiles, wall coverings, for architects and designers; and ceramic steel surfaces for use in various applications, including chalkboards through third party fabricators and distributors, as well as workplace strategy consu measurement, lease origination, furniture and asset management, and hosted event services.
- Terms are cash and on contract basis. Sells to commercial concerns. Territory : International.
- Nonseasonal.

Employees: 11,700 which includes officer(s). 583 employed here. Additionally, the company had approximately 1,600 temporary workers who primarily work in manufacturing.

Facilities: Occupies premises in a building.

Branches: The business has branch(es) division(s); detailed branch information is available in products.

Subsidiaries:

- The business has subsidiary(ies); detailed subsidiary information is available in Dun & Bradstre products.

SIC & NAICS

wood

- 2521 0301 Desks, office: wood
- 2521 0202 Cabinets, office: wood
- 3648 0000 Lighting equipment, nec
- 8748 0000 Business consulting, nec

Financials

COMPANY FINANCIALS

D&B

Company Financial: Edgar (Annual Statement)

BALANCE SHEET

Period Ending ASSETS Current Assets	Fiscal Consolidated Feb 22 2019	Fiscal Consolidated Feb 23 2018
Cash and Cash Equivalents	261,300,000.00	283,100,000.00
Short Term Investments	UN	UN
Net Trade Receivables	390,300,000.00	300,300,000.00
Inventory	224,800,000.00	184,600,000.00
Other Current Assets	72,200,000.00	85,900,000.00
Total Current Assets	948,600,000.00	853,900,000.00
Property, Plant and Equipment	455,500,000.00	435,100,000.00

LIABILITIES Current Liabilities	Fiscal Consolidated Feb 22 2019	Fiscal Consolidated Feb 23 2018
Accounts Payable	554,700,000.00	505,600,000.00
Short Term And Current Long Term Debt	4,100,000.00	2,800,000.00
Other Current Liabilities	36,400,000.00	46,300,000.00
Total Current Liabilities	595,200,000.00	554,700,000.00
Long Term Debt	482,900,000.00	292,200,000.00
Deferred Long Term Liability Charges	UN	UN
Negative Goodwill	UN	UN
Minority Interest Expense	UN	UN
Other Liabilities	214,500,000.00	199,000,000.00
Misc Stocks Options Warrant	UN	UN
Total Liabilities	1,292,600,000.00	1,045,900,000.00

SHAREHOLDER'S EQUITY	Fiscal Consolidated Feb 22 2019	Fiscal Consolidated Feb 23 2018
Preferred Stock Amount	0.00	0.00
Common Stock	0.00	0.00
Retained Earnings	880,700,000.00	819,000,000.00
Treasury Stock	UN	UN

Sales And General Admin	904,300,000.00	850,000,000.00
Research and Development Expense	UN	UN
Non-Recurring Charges	0.00	0.00
Other Operating Items	UN	UN
Operating Income	183,600,000.00	155,200,000.00
Net Total Other Income and Expenses	17,800,000.00	23,800,000.00
Earnings Before Interest and Taxes	201,400,000.00	179,000,000.00
Interest Expense	37,500,000.00	17,500,000.00
Earning Before Tax	163,900,000.00	161,500,000.00
Income Tax Expense	37,900,000.00	80,800,000.00
Equity Earnings or Loss	UN	UN
Minority Interest Expense	UN	UN
Net Income From Continuing Operations	126,000,000.00	80,700,000.00
Discontinued Operations	UN	UN
Effect of Accounting Changes	UN	UN
Extraordinary Items	UN	UN
Other Non-Operating Expenses	0.00	0.00
Net Income	126,000,000.00	80,700,000.00

Changes in Liabilities	17,000,000.00	1,600,000.00
Changes in Accounts Receivables	-66,400,000.00	18,500,000.00
Changes in Inventories	-24,000,000.00	-8,500,000.00
Changes in Other Operating Activities	10,200,000.00	23,200,000.00
Net Cash Flows - Operating Activities	131,200,000.00	227,000,000.00
Capital Expenditures	-81,400,000.00	-87,900,000.00
Investments	-0.00	92,500,000.00
Other Cash Flows from Investing Activities	-190,200,000.00	-52,100,000.00
Net Cash Flows - Investing Activities	-271,600,000.00	-47,500,000.00
Dividends Paid	-64,300,000.00	-61,000,000.00
Sale and Purchase of Stock	-4,200,000.00	-33,800,000.00
Net Borrowings	197,300,000.00	-2,700,000.00
Other Cash Flows from Financing Activities	UN	UN
Net Cash Flows - Financing Activities	122,300,000.00	-97,500,000.00
Effect of Exchange Rate	-2,700,000.00	4,000,000.00
Change in Cash and Cash Equivalents	-20,800,000.00	86,000,000.00

Current Liabilities to Inventory (%)	264.77	300.49
Fixed Assets to Net Worth (%)	53.60	53.50
Cash Ratio	0.44	0.51

Efficiency Ratios	**Fiscal Consolidated Feb 22 2019**	**Fiscal Consolidated Feb 23 2018**
Accounts Payable to Sales Ratio	0.16	0.17
Sales to Working Capital Ratio	9.74	10.21
Sales to Inventory (%)	1531.67	1655.20
Assets to Sales (%)	62.22	60.85
ROCE (%)	13.02	13.72

Profitability Ratios	**Fiscal Consolidated Feb 22 2019**	**Fiscal Consolidated Feb 23 2018**
Return on Net Worth (%)	14.83	9.92
Return on Assets (%)	5.88	4.34
Return on Sales (%)	5.85	5.86
Gross Profit Margin (%)	31.60	32.90
Operating Margin (%)	5.33	5.08
Pre-Tax Profit Margin (%)	4.76	5.29

Debt to Equity Ratio	1.52	1.29
Equity Ratio (%)	39.67	43.74
Interest Coverage Ratio	5.37	10.23
Interest Coverage by EBITDA Ratio	3.19	6.46

Company Financial: Edgar (Quarterly Statement)

BALANCE SHEET

Period Ending	**Q1**	**Q4**	
	May 24 2019	**Feb 22 2019**	**Nov 23**
ASSETS			
Current Assets			
Cash and Cash Equivalents	152,700,000.00	261,300,000.00	51,000,00
Short Term Investments	UN	UN	
Net Trade Receivables	402,500,000.00	390,300,000.00	422,900,00
Inventory	241,300,000.00	224,800,000.00	252,400,00
Other Current Assets	69,900,000.00	72,200,000.00	70,600,00
Total Current Assets	866,400,000.00	948,600,000.00	796,900,00
Property, Plant and Equipment	657,400,000.00	455,500,000.00	449,100,00
Fixed Assets	657,400,000.00	455,500,000.00	449,100,00
Long Term Investments	53,700,000.00	56,900,000.00	56,900,00
Deferred Long Term	133,900,000.00	135,800,000.00	126,700,00

Accounts Payable	473,600,000.00	554,700,000.00	565,700,00
Short Term And Current Long Term Debt	4,200,000.00	4,100,000.00	31,000,00
Other Current Liabilities	73,200,000.00	36,400,000.00	40,100,00
Total Current Liabilities	551,000,000.00	595,200,000.00	636,800,00
Long Term Debt	482,400,000.00	482,900,000.00	290,400,00
Deferred Long Term Liability Charges	UN	UN	
Negative Goodwill	UN	UN	
Minority Interest Expense	UN	UN	
Other Liabilities	370,300,000.00	214,500,000.00	198,900,00
Misc Stocks Options Warrant	UN	UN	
Total Liabilities	1,403,700,000.00	1,292,600,000.00	1,126,100,00

SHAREHOLDER'S EQUITY	**Q1 May 24 2019**	**Q4 Feb 22 2019**	**Nov 23**
Preferred Stock Amount	UN	0.00	
Common Stock	UN	0.00	
Retained Earnings	881,200,000.00	880,700,000.00	874,100,00
Treasury Stock	UN	UN	

Sales And General Admin	230,800,000.00	236,100,000.00	232,900,00
Research and Development Expense	UN	UN	
Non-Recurring Charges	UN	0.00	
Other Operating Items	UN	UN	
Operating Income	27,600,000.00	47,000,000.00	45,400,00
Net Total Other Income and Expenses	3,200,000.00	4,800,000.00	4,500,00
Earnings Before Interest and Taxes	30,800,000.00	51,800,000.00	49,900,00
Interest Expense	6,700,000.00	23,500,000.00	4,700,00
Earning Before Tax	24,100,000.00	28,300,000.00	45,200,00
Income Tax Expense	6,300,000.00	5,700,000.00	7,900,00
Equity Earnings or Loss	UN	UN	
Minority Interest Expense	UN	UN	
Net Income From Continuing Operations	17,800,000.00	22,600,000.00	37,300,00
Discontinued Operations	UN	UN	
Effect of Accounting Changes	UN	UN	
Extraordinary Items	UN	UN	

Depreciation	20,300,000.00	21,100,000.00	21,800,00
Net Income Adjustments	12,800,000.00	-11,600,000.00	-3,600,00
Changes in Liabilities	-90,300,000.00	-14,100,000.00	45,100,00
Changes in Accounts Receivables	-15,000,000.00	33,300,000.00	100,00
Changes in Inventories	-17,700,000.00	28,300,000.00	-14,300,00
Changes in Other Operating Activities	1,100,000.00	5,500,000.00	-2,000,00
Net Cash Flows - Operating Activities	-71,000,000.00	85,100,000.00	84,400,00
Capital Expenditures	-14,800,000.00	-24,600,000.00	-15,300,00
Investments	UN	-0.00	
Other Cash Flows from Investing Activities	1,100,000.00	500,000.00	-63,800,00
Net Cash Flows - Investing Activities	-13,700,000.00	-24,100,000.00	-79,100,00
Dividends Paid	-17,300,000.00	-16,000,000.00	-16,000,00
Sale and Purchase of Stock	-4,000,000.00	-100,000.00	-600,00
Net Borrowings	-600,000.00	171,400,000.00	17,000,00
Other Cash Flows from Financing Activities	100,000.00	UN	
Net Cash Flows - Financing Activities	-21,800,000.00	148,800,000.00	400,00

Current Liabilities to Net Worth (%)	64.67	70.04	7
Total Liabilities to Net worth (%)	164.75	152.11	13
Current Liabilities to Inventory (%)	228.35	264.77	25
Fixed Assets to Net Worth (%)	77.16	53.60	5
Cash Ratio	0.28	0.44	

Efficiency Ratios	**Q1 May 24 2019**	**Q4 Feb 22 2019**	**Nov 23**
Accounts Payable to Sales Ratio	0.57	0.61	
Sales to Working Capital Ratio	2.61	2.58	
Sales to Inventory (%)	341.61	405.87	35
Assets to Sales (%)	273.65	234.81	21
ROCE (%)	1.81	3.35	

Profitability Ratios	**Q1 May 24 2019**	**Q4 Feb 22 2019**	**Nov 23**
Return on Net Worth (%)	2.09	2.66	
Return on Assets (%)	0.79	1.05	
Return on Sales (%)	3.74	5.68	

Financial Leverage Ratios	Q1 May 24 2019	Q4 Feb 22 2019	Nov 23
EBITDA to EBIT Ratio	1.66	1.41	
Debt to Income Ratio	78.86	57.19	3
Debt to Equity Ratio	1.65	1.52	
Equity Ratio (%)	37.77	39.67	4
Interest Coverage Ratio	4.60	2.20	1
Interest Coverage by EBITDA Ratio	1.57	1.31	

FINANCIAL STATEMENT COMPARISON 06/27/2019

Three-year Statement Comparative:

	Fiscal Consolidated Feb 22 2019	Fiscal Consolidated Feb 23 2018	Fiscal Consolidated Feb 24 2017
Curr Assets	948,600,000	853,900,000	819,200,000
Curr Liabs	595,200,000	554,700,000	523,400,000
Current Ratio	1.59	1.54	1.57
Working Capital	353,400,000	299,200,000	295,800,000
Other Assets	1,193,800,000	1,005,300,000	972,800,000
Worth	849,800,000	813,300,000	766,500,000

ADDITIONAL FINANCIAL DATA

Interim Consolidated statement dated MAY 24 2019

Assets		Liabilities
Cash	152,700,000	Accts Pay
Accts Rec	402,500,000	Short-term Borrowings & L/T Debt
Inventory	241,300,000	Accruals
Prepaid	22,100,000	Lease Obligations
Other Curr Assets	47,800,000	
Curr Assets	866,400,000	Curr Liabs
Fixt & Equip	450,200,000	Long-term Debt-Net

Total Assets	2,255,700,000	Total Liabilities + Equity

From FEB 23 2019 to MAY 24 2019 sales $824,300,000; cost of goods sold $565,900,000. Gross pr
expenses $230,800,000. Operating income $27,600,000; other income $3,200,000; other expenses $6
taxes $24,100,000; Federal income tax $6,300,000. Net income $17,800,000.

Statement obtained from Securities and Exchange Commission. Prepared from books without audit.

Accounts receivable shown net less $8,500,000 allowance. Fixed assets shown net less $1,016,000,00

Explantions

The net worth of this company includes intangibles; Other Assets consist of deferred income taxes, rig
and other assets; Other Long Term Liabilities consist of operating lease obligations and other long-ter

On June 27 2019, the financial information was updated.

KEY BUSINESS RATIOS

Statement Date : 2019-02-22

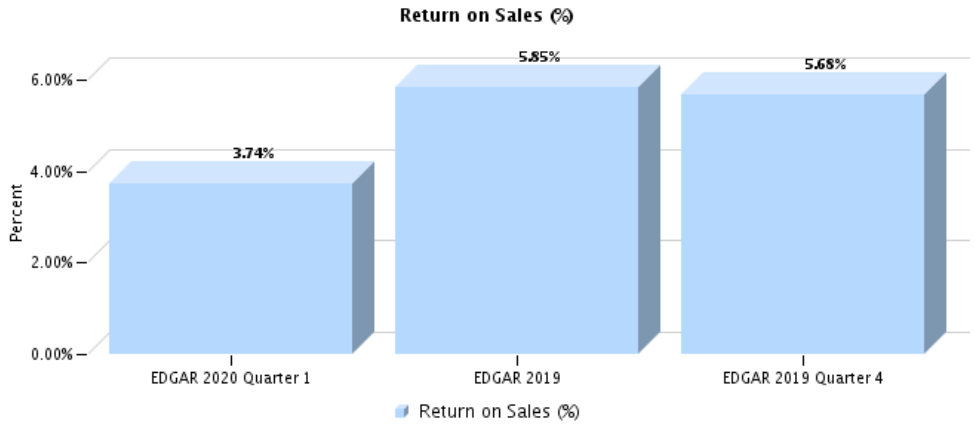
Based on this Number of Establishments : 10

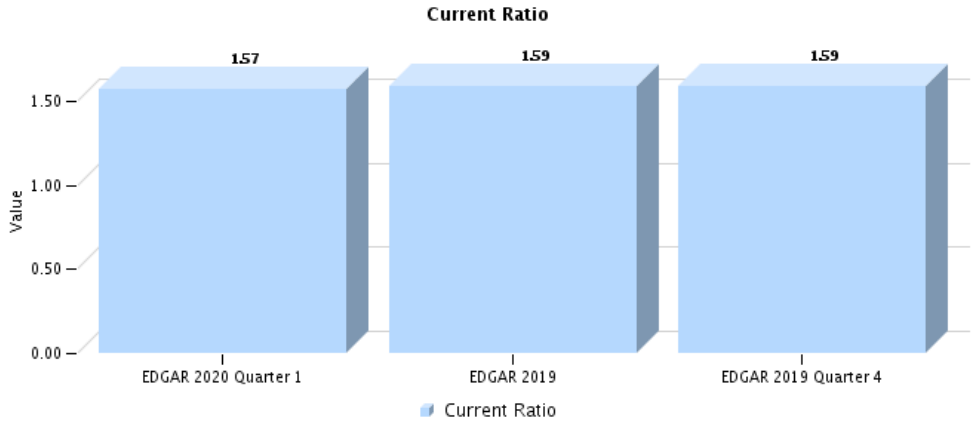
Industry Norms Based On 10 Establishments

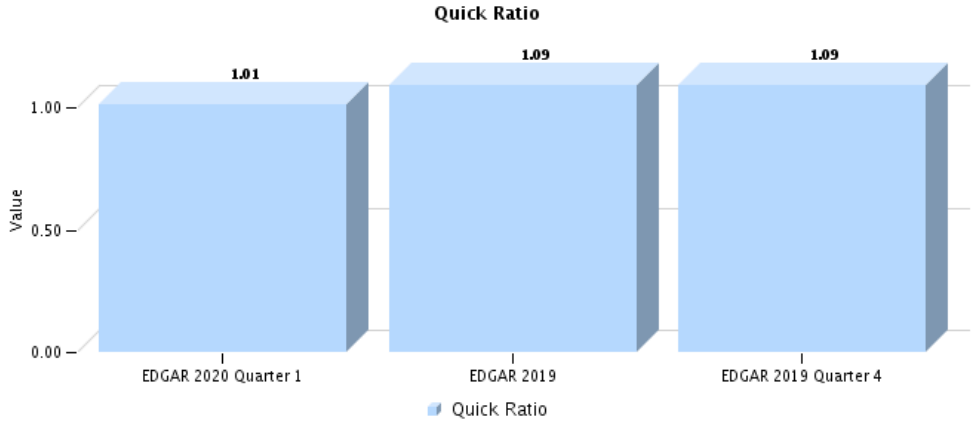
	This Business	Industry Median
Profitability		
Return on Sales %	UN	5.0
Return on Net Worth %	UN	16.6
Short Term Solvency		

Spread Financials

Financial Trend Graphs







Balance Sheet

Current Assets	EDGAR Quarter 1 2020	EDGAR Annual 2019	EDGAR Quarter 4 2019	Q1 202
Current Assets				

Property, Plant and Equipment	657,400,000.00	455,500,000.00	455,500,000.00	
Fixed Assets	657,400,000.00	455,500,000.00	455,500,000.00	
Long Term Investments	53,700,000.00	56,900,000.00	56,900,000.00	
Deferred Long Term Asset Charges	133,900,000.00	135,800,000.00	135,800,000.00	
Other Assets	189,000,000.00	185,500,000.00	185,500,000.00	
Goodwill	240,100,000.00	240,800,000.00	240,800,000.00	
Total Assets	2,255,700,000.00	2,142,400,000.00	2,142,400,000.00	
Accumulated Amortization	UN	UN	UN	
Intangible Assets	115,200,000.00	119,300,000.00	119,300,000.00	

Current Liabilities	**EDGAR Quarter 1 2020**	**EDGAR Annual 2019**	**EDGAR Quarter 4 2019**	**Q1 202**
Current Liabilities				
Accounts Payable	473,600,000.00	554,700,000.00	554,700,000.00	
Short Term And Current Long Term Debt	4,200,000.00	4,100,000.00	4,100,000.00	
Other Current Liabilities	73,200,000.00	36,400,000.00	36,400,000.00	
Total Current Liabilities	551,000,000.00	595,200,000.00	595,200,000.00	

SHAREHOLDER'S EQUITY	EDGAR Quarter 1 2020	EDGAR Annual 2019	EDGAR Quarter 4 2019	Q1 202
SHAREHOLDER'S EQUITY				
Preferred Stock Amount	UN	0.00	0.00	
Common Stock	UN	0.00	0.00	
Retained Earnings	881,200,000.00	880,700,000.00	880,700,000.00	
Treasury Stock	UN	UN	UN	
Capital Surplus	25,900,000.00	16,400,000.00	16,400,000.00	
Other Equity	-55,100,000.00	-47,300,000.00	-47,300,000.00	
Total Equity	852,000,000.00	849,800,000.00	849,800,000.00	

Income Statement

	EDGAR Quarter 1 2020	EDGAR Annual 2019	EDGAR Quarter 4 2019	Q1 202
	EDGAR Quarter 1 2020	EDGAR Annual 2019	EDGAR Quarter 4 2019	Q1 202
Sales (Revenue)	824,300,000.00	3,443,200,000.00	912,400,000.00	
Cost of Goods Sold	565,900,000.00	2,355,300,000.00	629,300,000.00	
Gross Profit	258,400,000.00	1,087,900,000.00	283,100,000.00	
Sales And General Admin	230,800,000.00	904,300,000.00	236,100,000.00	

Earnings Before Interest and Taxes	30,800,000.00	201,400,000.00	51,800,000.00
Interest Expense	6,700,000.00	37,500,000.00	23,500,000.00
Earning Before Tax	24,100,000.00	163,900,000.00	28,300,000.00
Income Tax Expense	6,300,000.00	37,900,000.00	5,700,000.00
Equity Earnings or Loss	UN	UN	UN
Minority Interest Expense	UN	UN	UN
Net Income From Continuing Operations	17,800,000.00	126,000,000.00	22,600,000.00
Discontinued Operations	UN	UN	UN
Effect of Accounting Changes	UN	UN	UN
Extraordinary Items	UN	UN	UN
Other Non-Operating Expenses	0.00	0.00	0.00
Net Income	17,800,000.00	126,000,000.00	22,600,000.00
Preferred Stocks	UN	UN	UN

Net Income Adjustments	12,800,000.00	-13,200,000.00	-11,600,000.00
Changes in Liabilities	-90,300,000.00	17,000,000.00	-14,100,000.00
Changes in Accounts Receivables	-15,000,000.00	-66,400,000.00	33,300,000.00
Changes in Inventories	-17,700,000.00	-24,000,000.00	28,300,000.00
Changes in Other Operating Activities	1,100,000.00	10,200,000.00	5,500,000.00
Net Cash Flows - Operating Activities	-71,000,000.00	131,200,000.00	85,100,000.00
Capital Expenditures	-14,800,000.00	-81,400,000.00	-24,600,000.00
Investments	UN	0.00	0.00
Other Cash Flows from Investing Activities	1,100,000.00	-190,200,000.00	500,000.00
Net Cash Flows - Investing Activities	-13,700,000.00	-271,600,000.00	-24,100,000.00
Dividends Paid	-17,300,000.00	-64,300,000.00	-16,000,000.00
Sale and Purchase of Stock	-4,000,000.00	-4,200,000.00	-100,000.00

Financial Ratios

Solvency Ratios	EDGAR Quarter 1 2020	EDGAR Annual 2019	EDGAR Quarter 4 2019	Q1 202
Solvency Ratios				
Current Ratio	1.57	1.59	1.59	
Quick Ratio	1.01	1.09	1.09	
Current Liabilities to Net Worth (%)	64.67	70.04	70.04	
Total Liabilities to Net worth (%)	164.75	152.11	152.11	
Current Liabilities to Inventory (%)	228.35	264.77	264.77	
Fixed Assets to Net Worth (%)	77.16	53.6	53.6	
Cash Ratio	0.28	0.44	0.44	

Efficiency Ratios	EDGAR Quarter 1 2020	EDGAR Annual 2019	EDGAR Quarter 4 2019	Q1 202
Efficiency Ratios				
Accounts Payable to Sales Ratio	0.57	0.16	0.61	
Sales to Working Capital Ratio	2.61	9.74	2.58	

Return on Assets (%)	0.79	5.88	1.05
Return on Sales (%)	3.74	5.85	5.68
Gross Profit Margin (%)	31.35	31.6	31.03
Operating Margin (%)	3.35	5.33	5.15
Pre-Tax Profit Margin (%)	2.92	4.76	3.1
Profit Margin (%)	2.16	3.66	2.48
Pre-Tax Return on Equity (%)	2.83	19.29	3.33
After Tax Return on Equity (%)	2.09	14.83	2.66
Operating Income to Interest Ratio	4.12	4.9	2

Financial Leverage Ratios	**EDGAR Quarter 1 2020**	**EDGAR Annual 2019**	**EDGAR Quarter 4 2019**	**Q1 202**
Financial Leverage Ratios				
EBITDA to EBIT Ratio	1.66	1.41	1.41	
Debt to Income Ratio	78.86	10.26	57.19	

Type	Name	Author	Visible To
No Data found			

Your Information

Record additional information about this company to supplement the D&B information.

> Note: Information entered in this section will not be added to D&B's central repository and will b
> user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *

DGRIMM@steelcase.com

Sales Rep

Credit Limit

$0.00

Total Outstanding

$0.00

View Snapshots

Type	Company Name & Address	
SNAPSHOT 02/27/2013 D-U-N-S Number 00-601-6547	**STEELCASE INC.** 901 44TH ST SE GRAND RAPIDS, MI 495087575 United States Of America	02/27/20
SNAPSHOT 04/24/2006 D-U-N-S Number 00-601-6547	**STEELCASE INC** 901 44th St Se Grand Rapids, 49508 United States Of America	04/24/20

Disclaimer:

The software and information ("Services") accessed herein were developed exclusively at private expe
& Bradstreet, Inc., and its affiliates and subsidiaries (collectively, "D&B"), and may include copyrigh
materials created by D&B at great effort and expense.

If the Customer accessing the Services is part of the executive, legislative or judicial branches of the U

OMNIA PARTNERS EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Office Furniture and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies
through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement

as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is comparable to or better than the equivalent pricing being offered to any similarly situated commercial customers of Supplier's.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategy in this defined sector and that its sales force will be trained,

engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force to promote the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier.

Answer:
Founded in 1912 as the Metal Office Furniture Company in Grand Rapids, Michigan, Steelcase is over 107 years old. Our innovation legacy began in 1914 when we received our first patent for the manufacturing process developed to make a strong, durable, low-cost fireproof wastebasket – a major innovation at that time. Still headquartered in Grand Rapids, today Steelcase is a global company with an extensive distribution network and organizational footprint, including approximately 12,000 employees, 15 manufacturing facilities and more than 750 dealer locations around the world.

Our global family of brands includes Steelcase, Steelcase Education, Steelcase Health, Coalesse, Turnstone, DesignTex, Polyvision, AMQ, Orangebox, and Smith System. Together, we offer a comprehensive portfolio of architecture, furniture and technology products and services designed to unlock human promise and support social, economic and environmental sustainability.

B. Total number and location of sales persons employed by Supplier.

Answer:

Steelcase Global Reg	Building	Work City	Headcount
Americas	ATLANTA	Atlanta	22
Americas	BOSTON	BOSTON	16
Americas	Calgary Alberta Canada	Calgary	4
Americas	CANADA	Toronto	23
Americas	CHICAGO	Chicago	30
Americas	Chile	Santiago	4
Americas	Coalesse Showroom Chicago	Chicago	2
Americas	DALLAS	Dallas	13
Americas	DENVER	Denver	11

Americas	Global Headquarters	Grand Rapids	115
Americas	Home Office	DALLAS	4
Americas	Home Office	AUSTIN	3
Americas	Home Office	CHICAGO	3
Americas	Home Office	JACKSONVILLE	3
Americas	Home Office	JERSEY CITY	3
Americas	Home Office	MINNEAPOLIS	3
Americas	Home Office	NASHVILLE	3
Americas	Home Office	PHILADELPHIA	3
Americas	Home Office	SAINT PAUL	3
Americas	Home Office	SAN DIEGO	3
Americas	Home Office	ALTADENA	2
Americas	Home Office	ATLANTA	2
Americas	Home Office	CARMEL	2
Americas	Home Office	CINCINNATI	2
Americas	Home Office	DENVER	2
Americas	Home Office	FORT LAUDERDALE	2
Americas	Home Office	FRANKLIN	2
Americas	Home Office	GRAND RAPIDS	2
Americas	Home Office	INDIANAPOLIS	2
Americas	Home Office	KANSAS CITY	2
Americas	Home Office	LOS GATOS	2
Americas	Home Office	LOUISVILLE	2
Americas	Home Office	MONMOUTH BEACH	2
Americas	Home Office	PITTSBURGH	2
Americas	Home Office	PLYMOUTH	2
Americas	Home Office	RALEIGH	2
Americas	Home Office	SAINT LOUIS	2
Americas	Home Office	SEATTLE	2
Americas	Home Office	SPRING	2
Americas	Home Office	STILLWATER	2
Americas	Home Office	WESTLAKE	2
Americas	Home Office	ALEXANDRIA	1
Americas	Home Office	ANN ARBOR	1
Americas	Home Office	ANNAPOLIS	1
Americas	Home Office	APEX	1
Americas	Home Office	BALLWIN	1
Americas	Home Office	BEL AIR	1
Americas	Home Office	BETHESDA	1
Americas	Home Office	BIRMINGHAM	1
Americas	Home Office	BLOOMFIELD HILLS	1
Americas	Home Office	BLOOMINGTON	1
Americas	Home Office	BOCA RATON	1

Americas	Home Office	BOWIE	1
Americas	Home Office	BRADLEY BEACH	1
Americas	Home Office	BROWNSTOWN TWP	1
Americas	Home Office	CANANDAIGUA	1
Americas	Home Office	CARY	1
Americas	Home Office	CATONSVILLE	1
Americas	Home Office	CHAGRIN FALLS	1
Americas	Home Office	CHANDLER	1
Americas	Home Office	CHESTERFIELD	1
Americas	Home Office	CITRUS HEIGHTS	1
Americas	Home Office	CLAREMONT	1
Americas	Home Office	CLARKSTON	1
Americas	Home Office	COLONIA	1
Americas	Home Office	COLUMBUS	1
Americas	Home Office	COMMERCE TWP	1
Americas	Home Office	CONROE	1
Americas	Home Office	COOPER CITY	1
Americas	Home Office	CORONA DEL MAR	1
Americas	Home Office	DANA POINT	1
Americas	Home Office	DAVIDSONVILLE	1
Americas	Home Office	DEWEY	1
Americas	Home Office	DRAPER	1
Americas	Home Office	EAST BERLIN	1
Americas	Home Office	EAST ROCKAWAY	1
Americas	Home Office	EDMOND	1
Americas	Home Office	EDWARDSVILLE	1
Americas	Home Office	ELLICOTT CITY	1
Americas	Home Office	EMERYVILLE	1
Americas	Home Office	FAIRVIEW	1
Americas	Home Office	FOREST HILLS	1
Americas	Home Office	FRANKFORT	1
Americas	Home Office	FRANKLIN LAKES	1
Americas	Home Office	FRISCO	1
Americas	Home Office	FT LAUDERDALE	1
Americas	Home Office	GAITHERSBURG	1
Americas	Home Office	GARLAND	1
Americas	Home Office	GILLETTE	1
Americas	Home Office	GLEN ALLEN	1
Americas	Home Office	GLEN ELLYN	1
Americas	Home Office	GLEN ROCK	1
Americas	Home Office	GRANBURY	1
Americas	Home Office	GRAPEVINE	1
Americas	Home Office	GREENVILLE	1

Americas	Home Office	GREENWOOD VILLAGE	1
Americas	Home Office	GREER	1
Americas	Home Office	GUYTON	1
Americas	Home Office	HERMOSA BEACH	1
Americas	Home Office	HIGH POINT	1
Americas	Home Office	HOPKINS	1
Americas	Home Office	HOUSTON	1
Americas	Home Office	IMPERIAL	1
Americas	Home Office	INVER GROVE	1
Americas	Home Office	JAMESVILLE	1
Americas	Home Office	KATY	1
Americas	Home Office	LAGUNA NIGUEL	1
Americas	Home Office	LAKE OSWEGO	1
Americas	Home Office	LEBANON	1
Americas	Home Office	LEE'S SUMMIT	1
Americas	Home Office	LEWIS CENTER	1
Americas	Home Office	LIBERTY	1
Americas	Home Office	LONG BEACH	1
Americas	Home Office	LOS ALTOS	1
Americas	Home Office	LOTHIAN	1
Americas	Home Office	LOVELAND	1
Americas	Home Office	MACUNGIE	1
Americas	Home Office	MANCHESTER	1
Americas	Home Office	MANDEVILLE	1
Americas	Home Office	MAPLE GROVE	1
Americas	Home Office	MAPLEWOOD	1
Americas	Home Office	MATTHEWS	1
Americas	Home Office	MEDINA	1
Americas	Home Office	METAMORA	1
Americas	Home Office	MIAMI	1
Americas	Home Office	MORRISVILLE	1
Americas	Home Office	NEWBERRY	1
Americas	Home Office	NEWPORT COAST	1
Americas	Home Office	NORWALK	1
Americas	Home Office	NUTLEY	1
Americas	Home Office	ODESSA	1
Americas	Home Office	OMAHA	1
Americas	Home Office	OREGON	1
Americas	Home Office	OVIEDO	1
Americas	Home Office	PARKLAND	1
Americas	Home Office	PENSACOLA	1
Americas	Home Office	PEORIA	1
Americas	Home Office	PEWAUKEE	1

Americas	Home Office	PHOENIX	1
Americas	Home Office	PLANO	1
Americas	Home Office	PLANTATION	1
Americas	Home Office	PONTE VEDRA	1
Americas	Home Office	PORTLAND	1
Americas	Home Office	POWELL	1
Americas	Home Office	RANCHO MISSION VIEJO	1
Americas	Home Office	RENTON	1
Americas	Home Office	REYNOLDSBURG	1
Americas	Home Office	RICHFIELD	1
Americas	Home Office	ROCHESTER HILLS	1
Americas	Home Office	SAGAMORE HILLS	1
Americas	Home Office	SAINT AUGUSTINE	1
Americas	Home Office	SAINT LOUIS PARK	1
Americas	Home Office	SAN ANTONIO	1
Americas	Home Office	SAN MATEO	1
Americas	Home Office	SEYMOUR	1
Americas	Home Office	SHAKOPEE	1
Americas	Home Office	SHELBY TOWNSHIP	1
Americas	Home Office	SIMPSONVILLE	1
Americas	Home Office	SPRING HILL	1
Americas	Home Office	SPRING LAKE	1
Americas	Home Office	ST LOUIS	1
Americas	Home Office	STEVENSVILLE	1
Americas	Home Office	STEWARTSVILLE	1
Americas	Home Office	TAMPA	1
Americas	Home Office	TEMPE	1
Americas	Home Office	TIGARD	1
Americas	Home Office	TOWNSEND	1
Americas	Home Office	TROY	1
Americas	Home Office	TRUMBULL	1
Americas	Home Office	TULSA	1
Americas	Home Office	UNION	1
Americas	Home Office	VIENNA	1
Americas	Home Office	WALNUT CREEK	1
Americas	Home Office	WANSHIP	1
Americas	Home Office	WASHINGTON	1
Americas	Home Office	WEST CHESTER	1
Americas	Home Office	WEST SPRINGFIELD	1
Americas	Home Office	WESTERVILLE	1
Americas	Home Office	WESTFIELD	1
Americas	Home Office	WESTFORD	1

Americas	Home Office	WESTON	1
Americas	Home Office	WOODBRIDGE	1
Americas	Home Office	WOODLAND HILLS	1
Americas	Home Office	WYCKOFF	1
Americas	Home Office	ZEPHYRHILLS	1
Americas	Home Office	ZIONSVILLE	1
Americas	Home Office	CARDIFF	1
Americas	HOUSTON	Houston	12
Americas	Kentwood Distribution	Kentwood	1
Americas	LASR	#	17
Americas	Mexico City	Miguel Hidalgo	45
Americas	Monterrey Global Business Center	San Pedro Garza Garcia	105
Americas	NEW YORK	New York	40
Americas	PHILADELPHIA	Philadelphia	6
Americas	Polyvision - Suwanee	Duluth	1
Americas	SAN FRANCISCO	San Francisco	29
Americas	SAND	#	1
Americas	SANTA MONICA	Santa Monica	3
Americas	SEATTLE	Seattle	9
Americas	Steeelcase Vancouver	Vancouver	6
Americas	Steelcase Learning and Exploration Ctr	Grand Rapids	5
Americas	STEELCASE UNIVERSITY	Grand Rapids	4
Americas	WASHINGTON	Washington	16
Asia (APAC)	Bangalore, India	Bangalore	1
Asia (APAC)	HK-CT	Hong Kong	6
Asia (APAC)	Hong Kong	#	1
Asia (APAC)	Kuala Lumpur, Malaysia	Lingkaran Syed Putra	1
Asia (APAC)	Shanghai, China	Shanghai	3
Asia (APAC)	Singapore, China	Singapore	6
Europe (EMEA)	BOSTON	BOSTON	1
Europe (EMEA)	DE_MAN	Mannheim	5
Europe (EMEA)	FR_EP	#	44
Europe (EMEA)	FR_GE	#	41
Europe (EMEA)	GB_IE	#	22
Europe (EMEA)	Home Office	BRATISLAVA	1
Europe (EMEA)	Home Office	ABIDJAN	1
Europe (EMEA)	Home Office	BORDEAUX	1
Europe (EMEA)	Home Office	CASABLANCA	1
Europe (EMEA)	Home Office	CURIS AU MONT D'OR	1
Europe (EMEA)	Home Office	DUBLIN	1
Europe (EMEA)	Home Office	HENGGART	1

Europe (EMEA)	Home Office	KUWEIT CITY	1
Europe (EMEA)	Home Office	LONDON	1
Europe (EMEA)	Home Office	MARSEILLE	1
Europe (EMEA)	Home Office	PRAHA 4 SEBEROV	1
Europe (EMEA)	Home Office	SAINT ORENS DE GAMEVILLE	1
Europe (EMEA)	Home Office	SAINT-HERBLAIN	1
Europe (EMEA)	Home Office	TOURCOING	1
Europe (EMEA)	Home Office	VILLETTE D'ANTHON	1
Europe (EMEA)	Home Office	ZAGREB	1
Europe (EMEA)	Home Office	#	1
Europe (EMEA)	Insightful Environments Rainham	Rainham	30
Europe (EMEA)	ITALY	Anzola Emila	2
Europe (EMEA)	SAF	#	3
Europe (EMEA)	SAUDI	Riyadh	3
Europe (EMEA)	SOLUTIONS BY STEELCASE NANTERRE	Paris	2
Europe (EMEA)	STEELCASE - LEEDS, UK	LEEDS	5
Europe (EMEA)	Steelcase Azerbaijan	Baku	1
Europe (EMEA)	Steelcase Barcelona	Barcelona	4
Europe (EMEA)	STEELCASE GBC CLUJ-NAPOCA	Cluj-Napoca	48
Europe (EMEA)	Steelcase Hungary	Budapest	2
Europe (EMEA)	Steelcase International WorkLab	Schiltigheim	17
Europe (EMEA)	Steelcase Israel	Tel Aviv	1
Europe (EMEA)	Steelcase Middle East	Dubai	5
Europe (EMEA)	Steelcase Middle East Operations	Riyadh	1
Europe (EMEA)	STEELCASE MUNICH (DE_MU)	Munich	64
Europe (EMEA)	Steelcase Poland	Warsaw	2
Europe (EMEA)	Steelcase Portugal	Carnaxide	6
Europe (EMEA)	Steelcase Portugal - Lisboa	Lisboa	3
Europe (EMEA)	Steelcase Russia	Moscow	4
Europe (EMEA)	Steelcase Sarrebourg	Sarrebourg	1
Europe (EMEA)	Steelcase Spain, Barcelona	Barcelona	6
Europe (EMEA)	Steelcase Spain, Madrid	Madrid	204
Europe (EMEA)	Steelcase srl	Milano	1
Europe (EMEA)	Steelcase Sweden	Stockholm	2
Europe (EMEA)	Steelcase Switzerland	VERNIER-GENEVE	1
Europe (EMEA)	Steelcase Turkey	Istanbul	1

Europe (EMEA)	Steelcase WorkLab Rosenheim	Rosenheim	44
Europe (EMEA)	Steelcase WorkLife Amsterdam	Amsterdam	6
Europe (EMEA)	Steelcase WorkLife Brussels	Mechelen	1
Europe (EMEA)	Steelcase WorkLife London	London	31
Europe (EMEA)	Steelcase WorkLife Madrid	Madrid	82
Europe (EMEA)	Steelcase WorkLife Paris	Paris	28
Europe (EMEA)	UK	#	1

C. Number and location of support centers (if applicable) and location of corporate office**.**

Answer:

Corporate Office Location:
Steelcase Inc
901 44th Street
Grand Rapids, MI 49508

Worklife Centers: 27
Americas
1. Atlanta, Georgia
2. Boston, Massachusetts
3. Chicago, Illinois
4. Dallas, Texas
5. Los Angeles, California
6. Mexico City, Mexico
7. New York, New York
8. San Francisco, California
9. Toronto, Canada
10. Washington, D.C.

EMEA
11. Dubai, U.A.E.
12. London, England
13. Madrid, Spain
14. Paris, France
15. Strasbourg, France

16. Zurich, Switzerland

Asia Pacific
17. Bangalore, India
18. Beijing, China
19. Delhi, India
20. Hong Kong
21. Hyderabad, India
22. Mumbai, India
23. Shanghai, China
24. Singapore
25. Melbourne, Australia
26. Sydney, Australia
27. Tokyo, Japan

Business Centers:
1. Steelcase - Cluj, Romania
2. Steelcase - Grand Rapids, Michigan, USA
3. Steelcase - Kuala Lumpur, Malaysia
4. Steelcase - Monterrey, Mexico
5. Steelcase - Strasbourg, France
6. Designtex - New York, USA
7. Polyvision - Atlanta, USA
8. Steelcase - Rosenheim, Germany

Learning + Innovation Centers
1. Grand Rapids, Michigan – Learning + Innovation Center
2. Munich, Germany – Learning + Innovation Center

D. Annual sales for the three previous fiscal years.

Answer:
FY2019 $3.4 billion
FY2018 $3.1 billion
FY2017 $3.0 billion

E. Submit FEIN and Dunn & Bradstreet report.

Answer:
FEIN: 38-0819050
Dunn & Bradstreet number: 00-601-6547

Please see our document titled Steelcase Office Furniture RFP D&R Report attached under Supplier Response in the CalUSource portal.

F. Describe any green or environmental initiatives or policies.

Answer:

Our commitment to sustainability is sincere – and it shows in our actions. We believe that providing the best solutions for our customers begins by ensuring they're the best solutions for our environment. That's why every step of the way – through design, manufacturing, delivery and product lifecycle – we consider the impact of our work on people and on the environment and uncover opportunities to make things better.

Materials chemistry.

We're precautionary and proactive, with a comprehensive approach to understanding what goes into our products. As a leader in our industry, our materials chemistry practice assesses materials to understand their potential impacts on human and environmental health. We've assessed over 1,800 materials and are actively working with our supply chain to phase out materials of concern, developing suitable alternatives where they may not yet exist.

Life cycle thinking.

Know your impact, product by product. Steelcase measures a product's impact on the environment and human health at every phase – design, manufacture, delivery, use and reuse, recycle, end of life – to uncover opportunities to improve. We design products for circularity by avoiding and eliminating materials of concern, optimizing performance throughout the life cycle and for remaking, recovery, and end of life strategies.

Recycling and reuse.

The Steelcase products you choose will serve your people a long time. They reconfigure to work in new ways as needs change. They disassemble with ease so you can replace parts quickly. When you're ready for something new, you can take advantage of our robust (and often inspiring) Phase 2 product recycle and reuse program.

Certified products.

If sustainability is your goal, we can help you get there – certifiably so. Steelcase can help you select solutions that contribute to certification systems like LEED and WELL. We offer more than 50 Cradle to Cradle Certified™ Products Program. Many of our products and materials are certified through the Scientific Certification Systems (SCS) Indoor Advantage™ air quality program. We participate in the BIFMA e3 furniture Level Certification program. Our wood manufacturing facility is FSC Chain of Custody certified to provide customers, like you, with FSC certified products.

Here for good.

If your sustainability commitment includes picking the right partners, you'll be glad you met Steelcase. Our approach is holistic, research-based and measurable and our commitment is long-term. Steelcase offices and production facilities carry extensive certifications and registrations including LEED, ISO 9001, ISO 14001, EMAS, and OSHAS 18001.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Answer:

Steelcase is committed to diverse channels around the world and our Supplier Diversity program has been in place since 1991. We focus on promoting the growth and development of minority-owned, women-owned, service veteran-owned as well as service-disabled veteran-owned businesses and HUBzone in the United States by integrating them into our procurement process.

We place emphasis on infrastructure and spend reporting, communication, networking, and supplier development and mentoring. We regularly participate in trade shows, conferences, and networking events to identify potential suppliers. Additionally, we align and maintain relationships with diverse business associations, as well as small business associations, and advertise in publications that serve our diverse business communities.

There are no pricing changes when working with one of our diverse suppliers. Please note that we do not differentiate our suppliers for certain customer accounts. We do have an opportunity to leverage diverse dealers.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Answer:

We require certification through WBENC, NWBOC, and NMSDC for our minority and women owned businesses. At this time, we require self-certification for our veteran suppliers. We also require certification for HUBzone and Service Disabled Veterans.

I. Describe how supplier differentiates itself from its competitors.

Answer:

We hear over and over from our customers that one of the reasons they choose to do business with Steelcase is because they trust us. They trust our ability to translate research into workplace insights, perform at a consistently elevated level, develop products that meet evolving workplace needs, leverage our team to deliver great experiences and our willingness to assess ourselves critically for improvement opportunities.

This is why we are the industry leader, and listed below are just a few reasons Steelcase differentiates ourselves from the industry:

- **Dealer Network.** We have the largest, most experienced global dealer network in the industry—750+ dealers with over 800 locations around the world. Our dealers help us respond nimbly to the needs of our clients, and perform as a familiar, local partner. We don't just sell products---we provide an exceptional service experience.
- **Commitment to Research.** Over the past three years, Steelcase invested over $115 million in research, design and developmental activities to better understand the needs of individuals, teams and organizations. This dedication to innovation and research is reflected in the ever-evolving intelligent design of our products and philosophies. Our portfolio is expanding and current products are being enhanced to complement the agile workplace. In fact, we introduced more than 50 new products, enhancements and extensions to our portfolio in the past 18 months.
- **History of Reliability.** Steelcase was founded in 1912 by a few people with a strong commitment to integrity and doing the right thing. These principles are the foundation of our company—passed on from decade to decade. For our company one thing has remained constant: people have always been the core of our business, and that includes our customers.
- **Creating Great Experiences.** We are focused on creating a great experience for you wherever work happens. We leverage our knowledge in the industry to grow and learn alongside our customers. By learning from our customers—what they value, what their pain points are, how they view the workplace—we can create a truly customized workspace that inspire and engage.
- **Collaborative Approach.** Each organization we work with is unique, and we have successfully engaged our wide breadth of tools, resources and teams to support their needs. We help our customers through each phase of their projects—no matter the scope or size. Our process is simple and thorough, and we have successfully implemented thoughtful design, quality applications, and supportive services to our customers time and time again.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Answer:

As a 100+ year old industry leading company with global operations, Steelcase Inc. naturally gets involved in periodic legal proceedings including contract disputes and other claims arising from time to time in the normal course of business. Steelcase business practices have been sound throughout our existence, and we believe there is no past, current, or contemplated future situation that would have any material adverse effect on Steelcase's integrity, financial stability or reputation, or that should cause our customers concern regarding Steelcase's overall business practices or continuing ability to serve them.

K. Felony Conviction Notice: Indicate if the supplier
   a. **is a publicly held corporation and this reporting requirement is not applicable;**
   b. is not owned or operated by anyone who has been convicted of a felony; or
   c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Answer:

Steelcase is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Answer:

Steelcase has never been debarred or suspended.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Answer:

At Steelcase, our purpose is to unlock human promise by transforming work, worker and workplace. Through our family of brands that include Steelcase®,

Coalesse®, Designtex®, PolyVision®, Turnstone®, Smith System®, Orangebox® and AMQ™, we offer a comprehensive portfolio of furniture, architectural products and technology solutions that support people at work.

Our brands provide an integrated portfolio of furniture settings, user-centered technologies and interior architectural products for both individual and collaborative work across a range of price points. We have expanded our offerings through investments in product development and our recent acquisitions and marketing partnerships. Our furniture portfolio includes panel, fence and beam-based furniture systems, storage, fixed and height-adjustable desks, benches and tables and complementary products such as worktools. Our seating products include task chairs which are highly ergonomic, seating that can be used in collaborative or casual settings and specialty seating for specific vertical markets such as healthcare and education. Our technology solutions support group collaboration by integrating furniture and technology. Our interior architectural products include full and partial height walls and architectural pods. We also offer services designed to reduce costs and enhance the performance of people, space and real estate. Among these services are workplace strategy consulting, data-driven space measurement, lease origination services, furniture and asset management and hosted event experiences.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Answer:

We make our products and services available through the largest, most experienced network of dealers in the industry. The Steelcase dealer network is comprised of 750+ dealers with over 800 locations around the world.

As a U.S.-based company, Steelcase complies with all applicable U.S. government requirements, including export and re-export controls expressed in the U.S. Export Administration Regulations; prohibitions on transactions with -- or transfers to -- the governments of, parties located in or operated from, or nationals of countries subject to comprehensive U.S. economic sanctions (in particular, as of the date of this Agreement, Cuba, Iran, and Sudan); and prohibitions on transactions with or transfers to entities or individuals identified on the U.S. government's List of Specially Designated Nationals and Blocked Persons (Treasury Department) and Denied Persons List and Entity List (Commerce Department). Therefore, providing product and services is limited by these restrictions for the sanctioned countries and unavailable for the embargoed countries.

C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Answer:
A directory of Steelcase's Authorized Dealer Network may be found at the following link: https://www.steelcase.com/find-us/where-to-buy/dealers.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Answer:

To serve our customers across North America and in several export markets, Steelcase has a network of five North American manufacturing facilities. These plants operate in tandem with a network of six regional distribution centers, or RDCs. All products are shipped from the plants to the RDCs, where they are consolidated into complete customer orders in preparation for delivery.
Our regional distribution centers (RDCs) are strategically located:

- Grand Rapids, MI – 480,000 square feet
- Ontario, CA - 186,000 square feet
- Puyallup, WA - 65,000 square feet
- Desoto, TX - 115,000 square feet
- Atlanta, GA - 227,000 square feet
- Hazelton, PA - 200,130 square feet

These six RDC locations match up with the major population centers of the United States, while also giving us access to the population centers of Canada and major cargo ports for our export markets. Today 80% of our North American customers are located within 250 miles of an RDC. Our extensive network of Steelcase Authorized Dealers also assists customers with warehousing.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Answer:

Steelcase has a number of existing cooperative procurement contracts which our dealers have historically used to service public sector clients across the country. Given the depth of these relationships and the associated sales volumes, we are not able to immediately position OMNIA Partners as our exclusive go-to-market strategy for public agencies. With that said, our approach is to heed the direction of the customer and help them purchase their Steelcase solutions through the vehicle that makes the most sense for them. As a company, Steelcase sees significant potential in the OMNIA Partners National Cooperative Contract to incrementally grow our public sector business. Should we be fortunate enough to receive an OMNIA award, we would immediately take the following steps over the first ninety (90) days to proactively launch our agreement:

- Develop a comprehensive launch package for Steelcase dealers that includes an OMNIA overview including key positioning points, OMNIA-Steelcase agreement highlights, pricing overview, OMNIA membership information, and a detailed Participation Letter which must be signed and returned to Steelcase prior to being added to the Agreement as a Steelcase Subcontractor.
- Communicate broadly to Steelcase dealers via our intranet regarding the scope/availability of the OMNIA-Steelcase agreement.
- Host a webinar with Steelcase Dealers and OMNIA Partners staff to review the agreement, terms, membership specifics, OMNIA marketing/sales support, and key targets by region.
- Establish a regular cadence of communication between Steelcase POC and OMNIA staff to include frequency of business reviews, protocols for communication engagement between OMNIA, Steelcase, and Steelcase dealers, and guidance for issue resolution.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

Answer: Upon award, Steelcase will work collaboratively with OMNIA Partners to craft and release a statement regarding our new agreement and who has the ability to utilize this agreement moving forward.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

Answer: Upon award, Steelcase will post summary information of the OMNIA Partners-Steelcase relationship on our public website. Complete agreement information including pricing, terms, member information, and dealer Participation Letters will be loaded to our Village intranet site.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Answer: Upon award, Steelcase will work proactively with OMNIA Partners to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Steelcase solutions through the OMNIA-Steelcase agreement.

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Answer: Given our pursuit and support of public sector business, Steelcase regularly attends national, regional, and supplier-specific trade shows throughout the course of a year. As mentioned previously, given the nature of our relationships with multiple purchasing cooperatives, we neutrally attend these events without outwardly advocating for one cooperative over another.

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Answer: See response to sub-item "iv." above. While Steelcase will not exhibit in an OMNIA-specific booth space during the NIGP Forum, we will make all reasonable efforts to promote and market the OMNIA-Steelcase relationship and parameters of our agreement.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Answer: Steelcase selectively advertises in national and regional trade publications based on a comprehensive product promotion plan across our marketing groups. These placements are geared more around our product solutions and supporting research versus vehicles by which they may be purchased.

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

Answer: Steelcase will work collaboratively with OMNIA Partners to develop relevant promotional materials that will help both Steelcase and dealer sales representatives best position OMNIA and the value of the OMNIA-Steelcase agreement to public sector prospective clients.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Answer: Steelcase will create an OMNIA-specific page on our Village intranet site which contains all of the items listed above. For confidentiality purposes, we will not post these items on our public Steelcase.com site where competitors may freely view them. Regarding a dedicated 800-number for OMNIA, Steelcase will provide OMNIA will multiple layers of communication touch-points during our post-award kick-off meeting. Anything pertaining to the National Cooperative Agreement will be directed to our agreement owner, Steve Knippen. Project-specific questions from public sector clients would first be directed to one of our local Steelcase dealers. Should there be a need for further escalation, Steve Knippen would be the next point of contact.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national)

Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Answer:

Steelcase will market the Master Agreement in the same or similar manner as we market our other national GPO contracts. In the event an existing Public Agency customer notifies Steelcase in writing of their intent to align with the OMNIA Master Agreement and such Public Agency is eligible to use the Master Agreement, Steelcase will assist in transitioning any existing agreement(s) in order to allow the Public Agency to take full advantage of the OMNIA Master Agreement.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Answer:

Steelcase agrees to provide to OMNIA Partners a limited, revocable, non-transferable, non-sublicensable right to use Steelcase's logo solely for use in marketing the Master Agreement, provided that Steelcase's approval is sought by OMNIA Partners and granted by Steelcase prior to each such use.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

Answer:

Steelcase will work collaboratively with OMNIA Partners post-award to develop a list of priority accounts/opportunities based on the current OMNIA Partners membership list. We will also follow-up on all leads provided by OMNIA Partners in a timely way. With respect to branded sales materials, all Steelcase brochures, cut-sheets, and technical specification documents are generic and not labeled with the logo of any purchasing cooperative. With that said, in our OMNIA-specific promotional materials, we will explicitly explain the manner by which we were awarded an agreement, the lack of cost

to participate, and the non-exclusive nature of the agreement. As we hold multiple cooperative contracts, we are not in a position to generically state that in every situation that the OMNIA national agreement pricing will be the deepest

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

Answer:

Steelcase agrees to train all involved employees on the subjects above.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

Answer:

- **Executive Support:** Jeff Fredrickson; Director, Government Solutions; jfredric@steelcase.com; 616-292-9904
- **Marketing:** Steve Knippen; Market Leader, National Education & Health Market Development; sknippen@steelcase.com; 630-806-5537
- **Sales:** Steve Knippen
- **Sales Support:** Steve Knippen
- **Financial Reporting:** Steve Knippen
- **Accounts Payable:** Steve Knippen
- **Contracts:** Steve Knippen / Megan Maguire; Specialist, Pricing & Contracts; mmaguire@steelcase.com; 269-929-7204

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Answer:

Eddy Schmitt, Senior Vice President of Sales in the Americas, eschmitt@steelcase.com

The Steelcase Americas sales structure is divided into the following regions:

- West Business Group – Northwest and West Coast
- Central Business Group – Central and Mountain
- Northeast Business Group – Eastern Canada, New England, New York, New Jersey
- East Business Group – Mid-Atlantic, Midwest, Southeast
- South Business Group – Florida, South Central, Central & South America, Mexico
- Global Client Collaboration

Each region has a Vice President to oversee the business and is supported by a diverse team of regional vice presidents, regional sales managers, sales account managers, and sales support staff.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Answer:

As the national POC for Steelcase with respect to the OMNIA Partners national agreement, Steve Knippen will work closely with the OMNIA Partners team to efficiently launch and service the new agreement post-award based on the steps outlined in our response to letter A. Growing the agreement with prospective OMNIA Partners members will require market-by-market coordination with Steelcase leadership and our engaged dealer partners. As noted in our response to item H, Steelcase has regional sales leadership teams that allocate Steelcase sales resources based on market dynamics/client make-up. Steve and his Steelcase counterpart Kevin Loubert will work proactively with local Steelcase leadership along with our local dealer(s) to target prospective OMNIA members and develop appropriate sales strategies to penetrate these accounts.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Answer:

Post-award, Steve Knippen will meet with OMNIA Partners and align on go-forward expectations of Steelcase regarding contract administration, process, etc. He will also align with OMNIA on the appropriate cadence for OMNIA/Steelcase business review/alignment meetings, goals/objectives for those sessions, measurements, etc.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Answer:

This is confidential information and Steelcase cannot disclose our top ten Public Agency customers.

M. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Answer:

Steelcase utilizes the Hedberg Business Management System with all of our customers. This system supports the entire sales, planning, order management, receiving, warehousing and financial management life cycle. Hedberg provides a completely controlled process for Steelcase, as well as creates a direct link between the designers' drawing and the corresponding quote. Hedberg also allows our dealers to manage product lead times electronically and proactively by individual product.

From the moment the product is ordered, Steelcase and our dealers follow the product manufacturing and delivery schedule through Steelcase's Delivery Notification System (DNS). This system provides order confirmation and arrival of product dates. These are closely monitored to confirm the schedule is being met and provide updated product arrival information to assist in determining task scheduling, schedule recovery, or schedule compression. Often, orders and product components are tagged according to the install sequence. Timelines and critical order entry dates are determined and communicated to the entire servicing team.

Through web-based tools, our dealers track the status of your orders prior to delivery. The system is continuously monitored and provides the ability to identify and preempt potential obstacles, such as back-ordered product. We also utilize a LASER (Lean After Ship Experience Rationalization) system for our

dealer network to submit post-delivery issues and bring swift resolution to damage claims and other post-delivery issues.

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Answer:

Steelcase will not guarantee any sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Answer:

Steelcase will respond to Public Agency solicitations using market competitive solutions and strategies which are the same or similar to those of our other national GPO contracts. In the event such solicitation results in Contract Sales, Steelcase will report the Contract Sales to OMNIA Partners per the Master Agreement.

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the

right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES CRB Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Steelcase does not certify that the products it offers under this Agreement are in compliance with the Buy America Act.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES CRB Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Steelcase Inc.

Address, City, State, and Zip Code:
901 44th Street SE, Grand Rapids, MI 49508

Phone Number: (616) 247-2710 Fax Number:

Printed Name and Title of Authorized Representative: Christopher R. Brown Manager, Pricing & Contracts

Email Address:
CBROWN11@steelcase.com

Signature of Authorized Representative: Date: August 19, 2019

DOC #1

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Steelcase Inc.

Street: 901 44th Street SE

City, State, Zip Code: Grand Rapids, MI 49508

Complete as appropriate:

I_____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I_____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Christopher R. Brown *, an authorized representative of* Steelcase Inc. *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Fifth Third Bancorp and its subsidiaries	Fifth Third Center, Cincinnati, OH 45263	15.1%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

August 19, 2019
Date

Authorized Signature and Title
Manager, Pricing + Contracts

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Steelcase Inc.

Street: 901 44th Street SE

City, State, Zip Code: Grand Rapids, MI 49508

State of Michigan

County of Kent

I, Christopher R. Brown *of the* Grand Rapids
Name *City*

in the County of Kent, *State of* Michigan
of full age, being duly sworn according to law on my oath depose and say that:

I am the Pricing & Contracts Manager *of the firm of* Steelcase Inc.
Title *Company Name*

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Steelcase Inc.
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 19th day of August, 2019

E. Michelle Pappas

Notary Public of Barry County Mi

My commission expires 8/27, 2024

E. Michelle Pappas, Notary Public
State of Michigan, County of Barry
My Commission Expires 8/27/2024
Acting in the County of Kent

SEAL

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Steelcase Inc.
Street: 901 44th Street SE
City, State, Zip Code: Grand Rapids, MI 49508

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

   OR

2. A photo copy of their Certificate of Employee Information Report

   OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

August 19, 2019
Date

Authorized Signature and Title
Manager, Pricing + Contracts

Certification 35966

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2017 to 15-MAR-2020

STEELCASE, INC.
901 44TH STREET SE
GRAND RAPIDS MI 49501

FORD M. SCUDDER
State Treasurer

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

FORD M. SCUDDER
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Doc #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

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

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Christopher R. Brown	Manager, Pricing & Contracts
Signature	Printed Name	Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Fifth Third Bancorp and its subsidiaries Home Address: Fifth Third Center, Cincinnati, OH 45263	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 19th day of August, 2019.

(Notary Public) E Michelle Pappas

My Commission expires: 8/27/2024

(Affiant)

Christopher R. Brown Manager Pricing + Contracts
(Print name & title of affiant)

(Corporate Seal)

E. Michelle Pappas, Notary Public
State of Michigan, County of Barry
My Commission Expires 8/27/2024
Acting in the County of Kent

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: _____ **Bidder/Offeror:** Steelcase Inc.

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☑ **I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed** on the N.J. Department of the Treasury"s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ **I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN
You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Christopher R. Brown Signature: _____

Title: Manager, Pricing & Contracts Date: August 19, 2019

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

http://www.state.nj.us/treasury/revenue/forms/njreg.pdf

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	STEELCASE INC.
Trade Name:	
Address:	901 44TH STREET CH3820 GRAND RAPIDS, MI 49508-7575
Certificate Number:	0092563
Effective Date:	July 01, 1966
Date of Issuance:	August 14, 2019

For Office Use Only:

20190814104615130

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Note: A Proposer may also note exceptions to service rates and/or product discounts (e.g. increased labor rate or adjusted discount % for states that are not within the continental U.S.).						
		Tier 1 $0-50K list		Tier 2 $50-$150K list		Tier 3 >$150K list	
	Product line	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed	Drop Ship	Delivered & Installed
Systems Furniture	Avenir	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Kick	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Montage	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	TS Worksurfaces	59.50%	55.50%	62.00%	58.00%	Neg	Neg
	Answer	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Universal Systems Worksurfaces	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Universal Systems Wksfs WOOD	58.00%	54.00%	63.03%	59.03%	Neg	Neg
Freestanding Furniture	Kick Freestanding Casegoods	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	c:scape	46.00%	42.00%	51.23%	47.23%	Neg	Neg
	Elective Elements	54.04%	50.04%	57.93%	53.93%	Neg	Neg
	Currency	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Payback	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Ainsley	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Davenport	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Folio	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Opus	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Park	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Senza	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sonata	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sync	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Waldorf	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Answer Freestanding Desking	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	B-Free Furniture	46.00%	42.00%	48.00%	44.00%	Neg	Neg
	Frame One	50.50%	46.50%	53.70%	49.70%	Neg	Neg
	Series Benches	49.00%	45.00%	53.75%	49.75%	Neg	Neg
	Answer Beam / Fence	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Convey	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Mackinac	50.50%	46.50%	55.00%	51.00%	Neg	Neg
	TS Laterals	60.12%	56.12%	62.38%	58.38%	Neg	Neg

Storage	TS Bins & Shelves	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Fixed Pedestals	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Mobile Pedestals	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Tower Too	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	TS Underworksurface Laterals	60.12%	56.12%	62.00%	58.00%	Neg	Neg
	Duo Storage for Answer	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Univ ITC/OTC Bins/Shelves	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Universal Pedestals	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	TS Large Storage Cabinets	60.12%	56.12%	62.38%	58.38%	Neg	Neg
	900 Laterals	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	High Density Storage	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Overfile Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Bookcases	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Combination Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Lateral Files	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Storage Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Storage Laminate	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Towers	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Wardrobe Cabinets	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Workstation Verticals	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Universal Storage Acc.	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	475 Player	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	487 Cachet	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	490 Move	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	cobi	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	i2i	52.00%	48.00%	54.00%	50.00%	Neg	Neg
	Gesture	50.00%	46.00%	53.00%	49.00%	Neg	Neg
	QiVi	50.00%	46.00%	53.00%	49.00%	Neg	Neg
	Siento	51.00%	47.00%	53.00%	49.00%	Neg	Neg
	Sawyer	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Carl Hansen Seating	47.01%	43.01%	47.01%	43.01%	Neg	Neg
	Coalesse Seating	50.00%	46.00%	50.00%	46.00%	Neg	Neg
	Aspekt Series	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Cura Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Empath Recliner Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Leela	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Malibu Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Mineral Recliner Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Mineral Recliner & Sleeper	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Mitra Series	45.00%	41.00%	47.00%	43.00%	Neg	Neg

Seating	Neighbor Seating	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Outlook Empress	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Outlook Hawthorn	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Outlook Jarrah	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Outlook Nikko	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Outlook Sequoia	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sieste Sleeping	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sieste Sleeper	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Sorrel Series	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Tava	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Verge Stool	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	X-Tenz	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Regard	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Node / Node Health	52.50%	48.50%	54.50%	50.50%	Neg	Neg
	Hosu Lounge Seating	47.50%	43.50%	47.50%	43.50%	Neg	Neg
	Lagunitas	47.50%	43.50%	47.50%	43.50%	Neg	Neg
	Brody Lounge Seating	43.00%	39.00%	45.00%	41.00%	Neg	Neg
	Kart Seating	50.00%	46.00%	52.00%	48.00%	Neg	Neg
	453 Criterion	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	B-Free Seating	46.00%	42.00%	48.00%	44.00%	Neg	Neg
	Steelcase Series 1	55.62%	51.62%	57.61%	53.61%	Neg	Neg
	Umami	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Surround	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	462 Leap	58.75%	54.75%	59.50%	55.50%	Neg	Neg
	Amia Seating	54.88%	50.88%	55.75%	51.75%	Neg	Neg
	Think Seating	54.88%	50.88%	55.75%	51.75%	Neg	Neg
	466 Reply	54.88%	50.88%	56.27%	52.27%	Neg	Neg
	464 Leap Work Lounge	47.72%	43.72%	49.38%	45.38%	Neg	Neg
	Silq Seating	48.75%	44.75%	52.74%	48.74%	Neg	Neg
	Embold	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Wiesner Hager Nooi	47.50%	43.50%	49.70%	45.70%	Neg	Neg
	West Elm Conference Chair	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	West Elm Guest Chair	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	West Elm Lounge Seating	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	West Elm Stool	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	Airtouch Adjustable Tables	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Groupwork	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Carl Hansen Tables	47.01%	43.01%	47.01%	43.01%	Neg	Neg
	Sieste Tables	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Exchange Tables	45.00%	41.00%	47.00%	43.00%	Neg	Neg

Tables	Ology Bench / Desk	47.00%	43.00%	51.95%	47.95%	Neg	Neg
	Migration	52.67%	48.67%	53.50%	49.50%	Neg	Neg
	Adj. Tables - Series 5	49.00%	45.00%	50.00%	46.00%	Neg	Neg
	Akira Tables	50.00%	46.00%	52.00%	48.00%	Neg	Neg
	Runner Tables	50.00%	46.00%	52.00%	48.00%	Neg	Neg
	Mobile Overbed Tables	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Universal Tables	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	West Elm Occasional Table	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	Verlay	52.50%	48.50%	54.57%	50.57%	Neg	Neg
	Migration SE Desk	52.67%	48.67%	53.50%	49.50%	Neg	Neg
Architectural Elements	Privacy Wall	47.00%	N/A	50.00%	N/A	Neg	N/A
	Architectural Modular Power	52.00%	N/A	54.00%	N/A	Neg	N/A
	Low Profile Floor	52.00%	N/A	54.00%	N/A	Neg	N/A
	QT Pro	52.00%	N/A	54.00%	N/A	Neg	N/A
	VIA	45.50%	N/A	50.00%	N/A	Neg	N/A
	Thread Floor Power System	43.00%	N/A	44.00%	N/A	Neg	N/A
	Pathways Power & Comm	58.00%	54.00%	62.00%	58.00%	Neg	Neg
	Irys	44.38%	N/A	50.00%	N/A	Neg	N/A
	SnapCab	44.38%	N/A	50.00%	N/A	Neg	N/A
	Privacy Wall Lite Scale Glazing	42.50%	N/A	50.00%	N/A	Neg	N/A
	Balance of OrangeBox	42.75%	38.75%	45.00%	41.00%	Neg	Neg
	OrangeBox Air Pods	42.75%	N/A	44.25%	N/A	Neg	N/A
Accessories and Technology Support	Bottomline Task Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	LED Personal Task Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	LED Shelf Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	Underline Task Light	50.00%	46.00%	51.00%	47.00%	Neg	Neg
	Pocket Mobile Cart	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	LED Linear	47.72%	43.72%	51.23%	47.23%	Neg	Neg
	Standard / Utility Lighting	61.00%	57.00%	64.25%	60.25%	Neg	Neg
	FLOS Lighting	-4.37%	-8.37%	0.61%	-3.39%	Neg	Neg
	West Elm Lighting	48.00%	44.00%	50.50%	46.50%	Neg	Neg
Fixed Seating & Higher Education Classroom Furniture	Verb	52.00%	48.00%	55.00%	51.00%	Neg	Neg
	Node / Node Health	52.50%	48.50%	54.50%	50.50%	Neg	Neg
Repair Parts (non warranty) - Discount off List		35.00%					
	RoomWizard 2.0	47.50%	N/A	47.50%	N/A	Neg	N/A

Other	eno Whiteboards / Accessories	51.83%	47.83%	54.27%	50.27%	Neg	Neg
	media:scape / media:scape lounge	44.00%	40.00%	45.00%	41.00%	Neg	Neg
	Balance of Steel	57.00%	53.00%	60.00%	56.00%	Neg	Neg
	Balance of Wood	51.00%	47.00%	53.00%	49.00%	Neg	Neg
	Turnstone Products	54.00%	50.00%	57.00%	53.00%	Neg	Neg
	Balance of Worktools	49.00%	45.00%	49.00%	45.00%	Neg	Neg
	Premium Whiteboard / Infill	49.00%	N/A	52.76%	N/A	Neg	N/A
	FitWork	43.00%	39.00%	45.35%	41.35%	Neg	Neg
	FlexFrame	51.75%	N/A	55.00%	N/A	Neg	N/A
	Balance of Steelcase Health	45.00%	41.00%	47.00%	43.00%	Neg	Neg
	Universal Privacy Screens	48.00%	44.00%	53.61%	49.61%	Neg	Neg
	Flow / Sans	40.00%	N/A	41.00%	N/A	Neg	N/A
	Divisio Screens	47.72%	43.72%	51.23%	47.23%	Neg	Neg
	Mitchell Gold + Bob Williams	13.75%	9.75%	21.95%	17.95%	Neg	Neg
	Universal System Screens	58.00%	54.00%	63.03%	59.03%	Neg	Neg
	Bolia	7.50%	3.50%	10.98%	6.98%	Neg	Neg
	Motif	40.00%	N/A	41.00%	N/A	Neg	N/A
	Extremis	22.50%	18.50%	24.39%	20.39%	Neg	Neg
	Sarto Privacy Screens	48.00%	44.00%	53.61%	49.61%	Neg	Neg
	West Elm	48.00%	44.00%	50.50%	46.50%	Neg	Neg
	Flex / Flex HAD	47.00%	43.00%	51.95%	47.95%	Neg	Neg
	OrangeBox	42.75%	38.75%	45.00%	41.00%	Neg	Neg
Insert additional rows as needed							

Services - **Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.**	**Hourly Rates (NTE)**	**Comments**
Design Services	Negotiable	
Project Management Services	Negotiable	
Asset Management (e.g. Dealer tracks ownership at campus level)	Negotiable	
Demolition (breakdown and removal or repacking of old stock)	Negotiable	
Other - Insert rows as needed		
Storage	**Rate per Sq. Ft. (NTE)**	**Comments**

Storage (for anything beyond the mandated 30 days)	Negotiable	
Labor/Installation -Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate. taking into consideration the labor activity required for the installation and the local labor regulations. Proposer to state your standard labor rate as a NTE (not to exceed) rate for national program pricing.	**Hourly Rates (NTE)**	**Comments** Authorized Steelcase Dealers will quote labor rates on a case-by-case basis based on order size, ship-to address, and other such factors that may affect the labor activity required. This range may vary across regions, and as such, we would like to leave this determination to the applicable local dealer. All labor costs will be quoted to OMNIA/Public Agency prior to service and will be subject to OMNIA's/Public Agency's approval.
Standard Installation Labor	Negotiable	

Services Associated with Discount off List

The price for products purchased shall be those prices shown in the Current price list in effect at the time the purchase order is placed, less the minimum discounts on the items listed above.

1. Drop Ship price includes product delivery to the site, the purchaser is responsible for unloading. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.
2. Inside Delivery price includes product delivered to the site and unloaded.
3. Delivered & Installed price to include inside delivery, uncrating, assembly, installation, removal of all debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

EXCEPTIONS TO ABOVE DISCOUNTS

•Steelcase Steel Price Lists: New Products, Adjustable Tables - Series 9, Live Map Setup, Pathway Post & Beam System, Smart & Connected Subscription, Southside, Steelcase Workplace Advisor Subscription, Subscription & Services, Sylvi Lounge, Workplace Advisor Hardware, Workplace Advisor Study.
•Coalesse Price Lists: New Products, Arzu.
•Steelcase Wood, Worktools, Turnstone, Health, Orangebox, and West Elm Price Lists: New Products.

OTHER

•Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
•Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
•Due to such factors as limited street and building access, secondary transportation costs, union premiums, special permits, etc., deliveries/installations in major market areas are subject to additional charges.

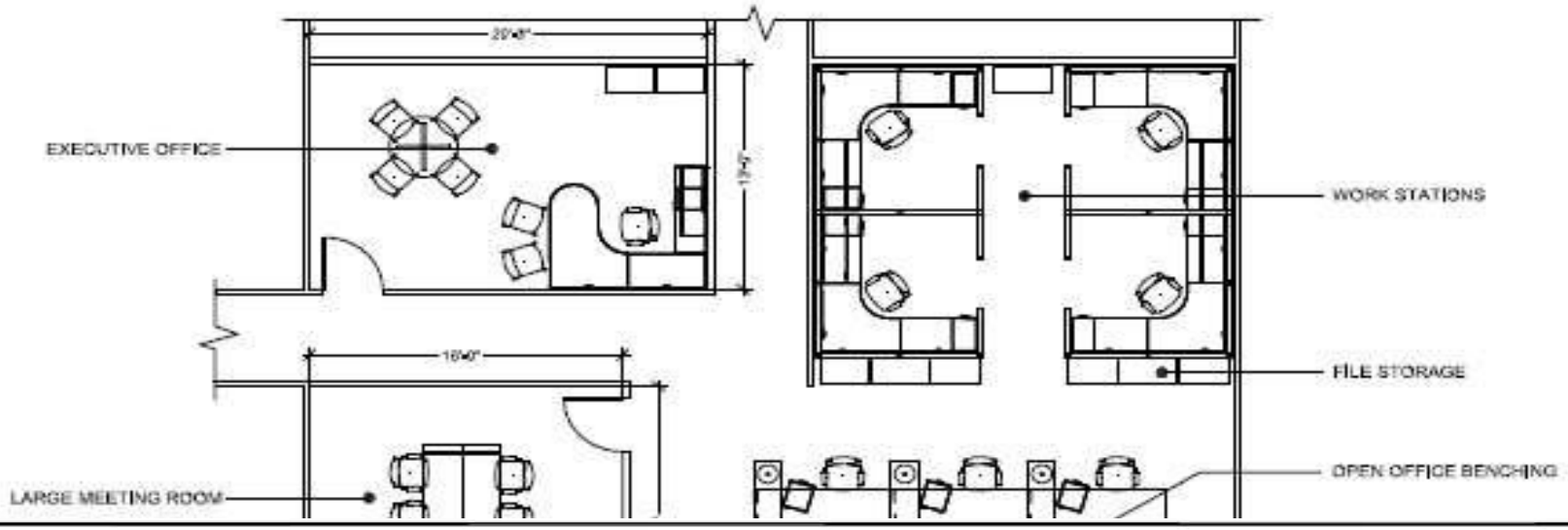
TAB 4 - SAMPLE PROJECT (3 pages - scroll down)

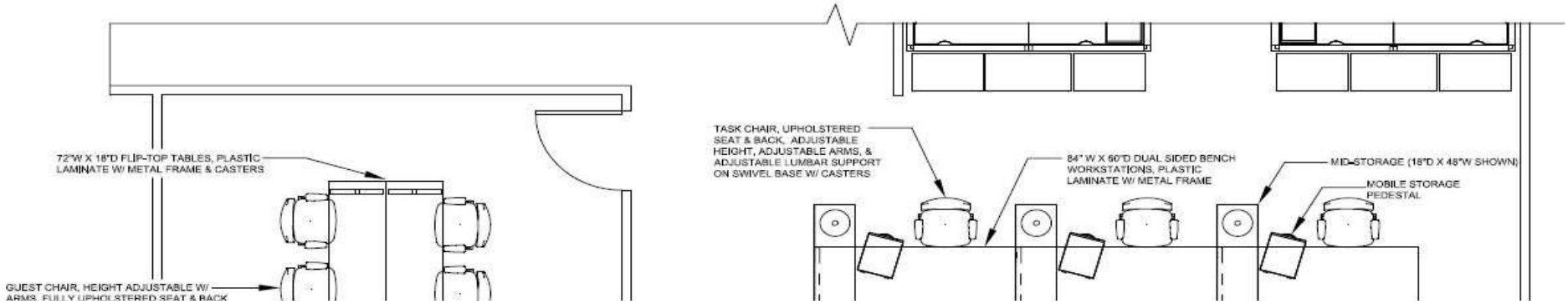
Instructions:

A Proposer is to examine the needs/drawings and develop a detailed quote for the project; both to include product, basic Installation (as defined herein) w/ prevailing wage quoted where appropriate, 4 hours of design services and 40 days of storage (10 days over the 30 days which are a mandated service). Any exceptions to items specified, must be approved by RFP Administrator prior to including and may be cause for disqualification. Items quoted should align with UC Minimum requirements. Exceptions must be noted on a separate document, per RFP instructions.

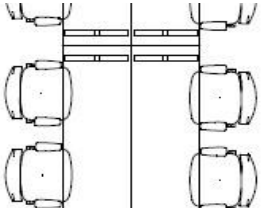
For the purpose of this exercise, a Proposer should assume delivery to a UCLA campus building with loading dock and elevator. Installation is on the 2nd floor, during business hours, and with clear access. A supplier will be asked to upload the final pricing within the Pricing Section of this RFP, along with:

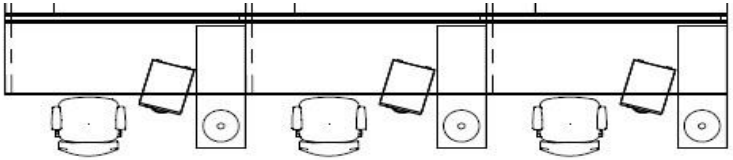
- A detailed quote per requirements of this RFP.





ARMS, FULLY UPHOLSTERED SEAT & BACK
W/ CASTERS





Furniture | Flooring | Technology

Designed for

UNIVERSITY OF CALIFORNIA

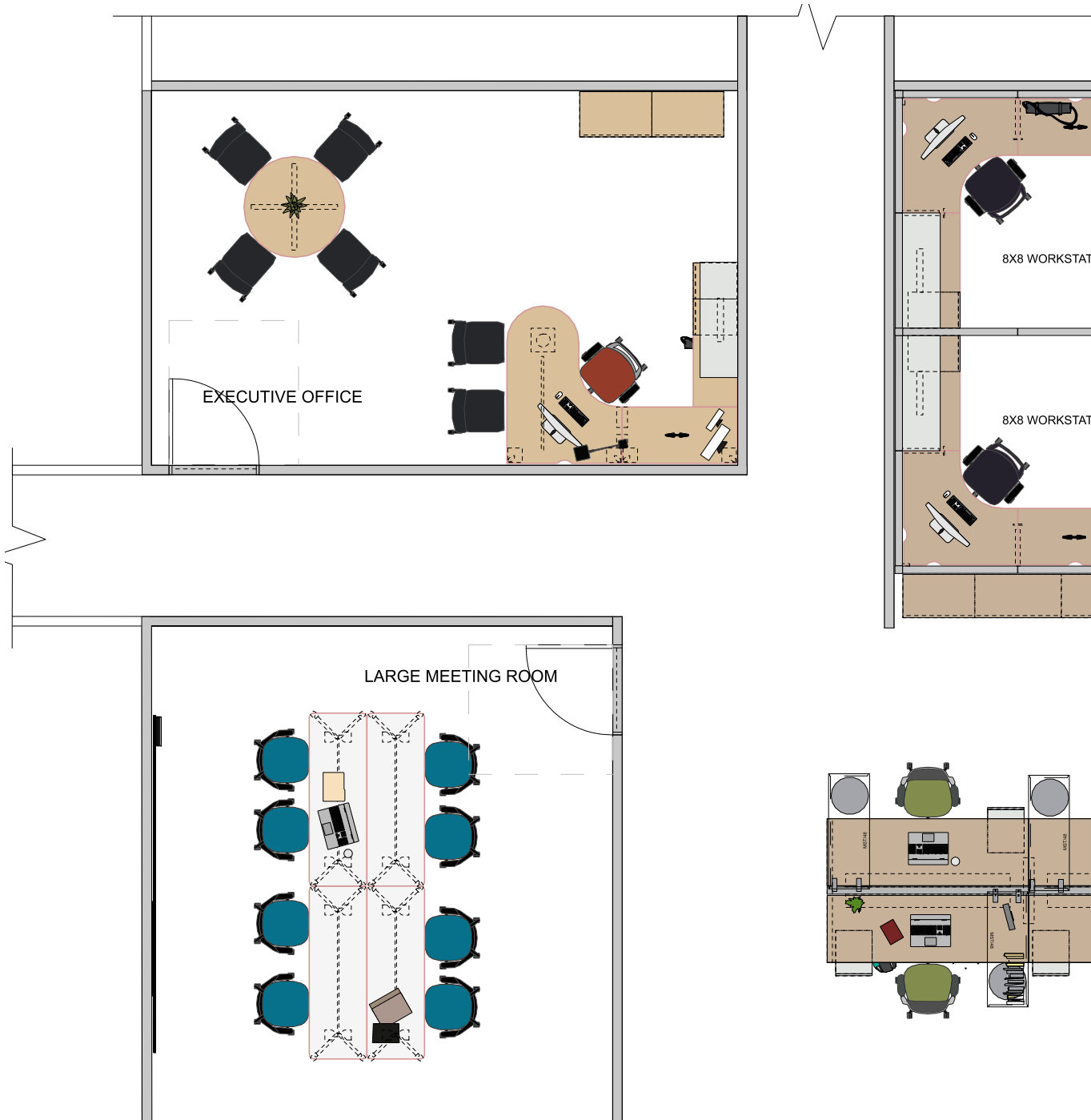
The Design Package

Point of Contact

Kathryn Le
Steelcase, Strategic Account Manager Higher Education

Overall Floor Plan

UC System Sample Project



Executive Office

Workstations

Open Office Benching and File Storage

Teamwork Table

Two-Seat
Meeting S

Manager Office

Large Meeting Room

Steelcase

Groupwork Table

With clean, purposeful design, Groupwork complements any workplace aesthetic, from conference rooms and training spaces, to cafes and lounges and every space in between.

Steelcase

Groupwo

Train

CONTINUED LEARNING

Steelcase

Series 1

INTUITIVE SUPPORT

Steelcase Series 1 was thoughtfully designed with the performance you've come

Steelcase

Amia + A

Amia is a hardworking, versati
sophistication to any workspac

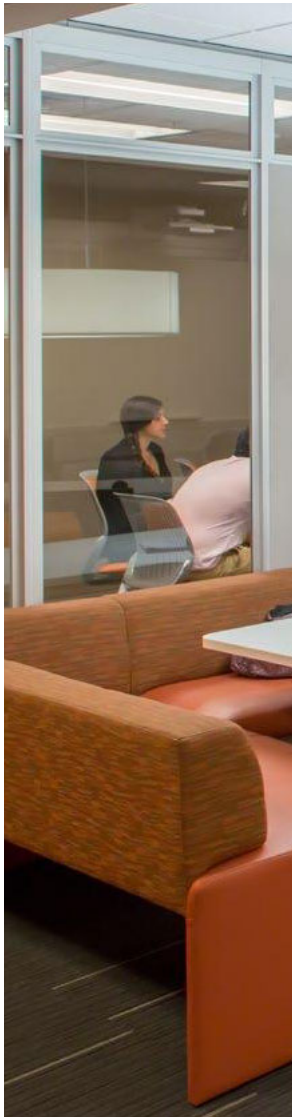
Steelcase

Universal Storage

Universal, our most versatile and extensive storage offering, expands what storage can do, while working seamlessly with a broad range of freestanding and panel systems.

MAKE COLLABORATION MORE SPONTANEOUS

Effective storage can make collaboration more spontaneous and productive. Universal lateral files with cushion top welcome guests for impromptu



Steelcase

Move Cha

Move stackable side chairs are
options.

Steelcase

Elective Elements

Elective Elements is a freestanding office workstation designed to address the changing workspace requirements in today's private and open-plan office environments.

Elective Elements workstations can be applied in a range of settings:

- Private office freestanding.

Steelcase

Crew

Crew office chairs deliver all-d
simple, intuitive controls, righ
was designed by Brian Kane.

Turnstone

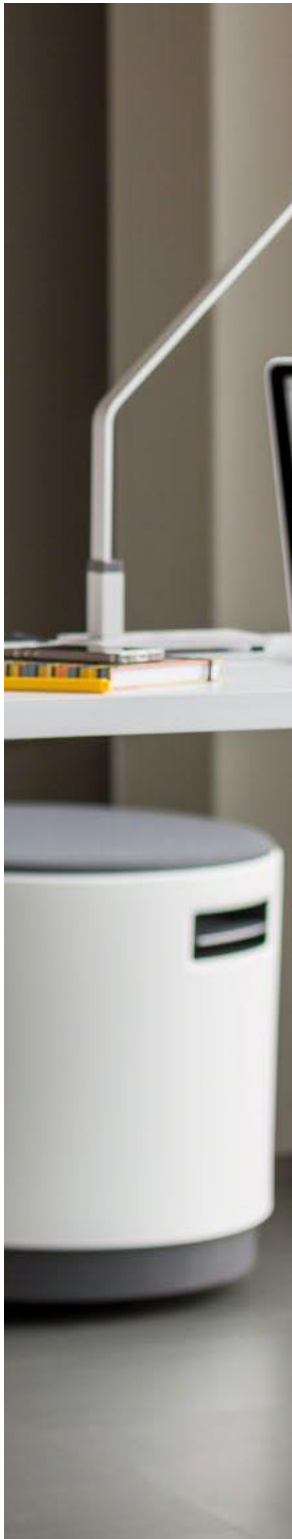
Jenny

Ideal for collaboration and impromptu meetings, Jenny Low fuels startup culture by creating comfortable lounge spaces for spontaneous, natural interactions.

Turnstone

Bassline T

Bassline tables by turnstone br
standard offerings or make a st
truly one-of-a-kind table.



Steelcase

Cobi Chair

COLLABORATIVE SEATING

There's no such thing as a quick meeting. We spend more time collaborating today than ever before. Squirming, fatigue, and loss of focus are unavoidable.

AUTOMATIC COMFORT

Research says you don't adjust chairs in conference rooms. Maybe up or down, but probably not much more than that.

Steelcase

FrameOne

FrameOne benching workstations are designed to enrich varying levels of mobility and collaboration required by workers and workplaces today, offering more customizable options than other bench applications.

Different Workstyles. Different Needs.

Steelcase research revealed that when mobility and collaboration intersect, four

Steelcase

TS Series

TS Series storage supports the
wide variety of solutions spann
hardworking design adds effici

Steelcase

Answer Panels

Answer modular workstations are designed with built-in flexibility and interconnectivity to meet today's evolving workplace demands.

- Thin trim offers a clean, consistent design. Open base trim provides a lighter scale aesthetic.
- Personal caddy provides quick access to the user's work bag and mobile

Flexibility

Answer Freestanding is unique
estate, while leveraging Answe
of ce, Answer Freestanding pro

Prevailing Wage General Info

Prevailing wage applies for projects totaling $1,000 or more funded by public works.

From the DIR website – Public Works as defined in Labor Code 1720:

(1) Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work, and work performed during the postconstruction phases of construction, including, but not limited to, all cleanup work at the jobsite. For purposes of this paragraph, "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

"Modular Office Systems" consists of:

- Workstations consisting of components requiring assembly onsite whether affixed to the building or not.
- Private office components requiring assembly onsite whether affixed to the building or not.

A project is defined by the DIR as a single contract or purchase order. Each project is assessed for prevailing wage individually.

Prevailing wage applies to the entire project when any or all of a project consists of "modular office systems".

Additional Resources:

DIR Website
https://www.dir.ca.gov/

Public Works FAQ
https://www.dir.ca.gov/public-works/publicworkssb854faq.html

Prevailing Wage Determination (For Buyers)

Before Bid is accepted:

- In all P.O.s, bid, contract documents and when requesting quotes:
  - ❑ Notify suppliers of DIR registration requirement
  - ❑ Specify that project is subject to compliance monitoring/enforcement by DIR
- ❑ Search for a Contractor: https://efiling.dir.ca.gov/PWCR/Search.action
  - Do not accept bid, issue P.O., or enter into a contract without proof of supplier's DIR registration
- ❑ Require the prime contractor to post job site notices as prescribed by regulation
- ❑ Include mandated **language in RFPs**, reflecting requirement that contractor register with DIR in order to be qualified bidder
  - ❑ Use Library of Provisions

Determine Prevailing Wage:

- ❑ **Determine** the **date** of the prevailing wage determination applicable to the project *(See Prevailing Wage Decision Tree)*
  - For RFP – Date of Advertisement
  - For P.O. – Date of 1st quote received
- ❑ OP or campus must make available the prevailing wage schedule upon request
- ❑ Determine when Prevailing Wages are required *(See Categories of Public Works and Commodities List)*
  - ❑ Dollar threshold
  - ❑ Construction *(See Construction or Maintenance Flowchart)*
  - ❑ Hauling of refuse
    - ❑ Refer to DIR website for assistance
  - ❑ Renewable energy projects
  - ❑ Public funds
  - ❑ Maintenance *(See Construction or Maintenance Flowchart)*
    - ❑ Refer to Definitions of Maintenance UC vs. CA Code of Regulations
- ❑ ***New projects:*** Submit PWC 100 within five days of award of the work
  - Include project number from PWC 100 prior to PO approval
- ❑ ***Ongoing projects:*** Submit PWC 100 promptly after supplier requests
  - Contractors may not electronically submit to DIR payroll records for the project unless UC has filed a PWC 100
- ❑ Add Prevailing Wage clause to P.O.

For violations:

- ❑ Report a suspected violation to DIR
- ❑ Contact Campus point of contact to determine campus- driven investigation

UNIVERSITY OF CALIFORNIA

Categories of Public Works

1. Dollar threshold
   - All public works over $1,000, including maintenance
   - Check Commodities List
2. Construction
   - Assembly and disassembly of office furniture that is *either* affixed or part of a modular system
   - Assembly and installation of modular dorm furniture
   - Laying of carpet done under contract, or under a building lease-maintenance contract
   - Wall attachments
   - Moving services included in a Construction project
   - Work performed during the design and preconstruction phases of Construction, including inspection and land surveying
   - Work performed during the post construction phases of Construction, including job site clean-up
3. Hauling of refuse
   - From a public works site to an outside disposal location
   - Does not include hauling of recyclable materials (e.g. copper, steel, aluminum) that have been separated from jobsite prior to transportation and that are to be sold at fair market value
4. Renewable Energy Projects
   - Done under private contract where the work is performed on UC property in California

-and-

more than 50% of the energy generated will be purchased by UC

-or-

the project is primarily intended to reduce UC's energy costs

UNIVERSITY OF CALIFORNIA

Categories of Public Works (cont)

5. Public funds
   - Payment of money or its equivalent paid to a contractor or developer, including
   - Transfer by UC of an asset of value for less than fair market value
   - Money loaned or other obligations reduced, charged at less than fair market value, waived, or forgiven by UC
   - Credits applied by UC against repayment obligations to UC
   - Self-supporting departments where revenue is not derived from state funds, for example:
     - Housing and dining
     - Transportation
     - Parking
     - Auxiliary business services (bookstore)
6. Maintenance
   - Maintenance done under contract and paid for in whole or part with public funds

Definitions:

UC	CA Code of Regulations
• Upkeep and preservation of buildings, equipment, roads, grounds, and utilities to maintain a Facility in a condition that supports the University's mission	• Routine work for preservation of any publicly owned or operated facility for which it has been designed, improved, constructed, altered or repaired

UNIVERSITY OF CALIFORNIA

STEELCASE
LIMITED LIFETIME WARRANTY
for Americas

YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.

Steelcase Inc. ("Steelcase") warrants that Steelcase®, Coalesse®, and Turnstone® brand products (collectively, "Steelcase Branded Products") are free from defects in materials and workmanship for the **life of the product, except as set forth below.** This warranty applies to Steelcase Branded Products delivered in Americas: United States, Canada, Mexico, Latin America and the Caribbean. The warranty is valid from the date of delivery, regardless of shift usage, to the original End User and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product. End User means the final purchaser acquiring a product from Steelcase or a Steelcase Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

EXCEPTIONS TO THE LIFETIME COVERAGE

SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING

12 years
Airtouch®, Elective Elements®, Migration™, Ology™, and Walkstation® height-adjustable mechanisms and electronics, modular power, Post and Beam textile in-fills, mechanisms, casters and glides, lighting fixtures, Coalesse steel legs, steel bases, and door hinges; OttimaEco Bench, Implicit®, and VolumArt

5 years
Architectural doors, office systems doors, Series 3, Series 5 and Sync™ height adjustable mechanisms and electronics, Elective Elements soft-close drawer slide, urethane edge treatments, Steelcase Health overbed tables, lighting power supplies, ballasts and LED lighting components, Coalesse Flip Top™ mechanisms, Coalesse occasional table frames

3 years
V.I.A.® electric hinge, IRYS pod, Campfire™ footrest, Walkstation treadmill parts and wear items (1 year service and labor), Coalesse electrical desktop, table top and rail mounted that houses power and/or data, and/or USB, Coalesse Free Stand mechanism and tablet, Coalesse SW_1® table tablet including slide mechanism, exposed wood legs

SEATING

12 years
Mechanisms, pneumatic cylinders, arm caps, foam, casters and glides, Max-Stacker® III, wood frame side chairs, tablet arms, Node™ and Shortcut® personal worksurface, Steelcase Health recliner components and optional accessories other than internal structure, Surround sleep surface bracket, Coalesse lounge wood, bent-ply or steel frames

5 years
Steelcase Health recliner, sleep and central locking and trendelenburg mechanisms and associated levers and pedals, Steelcase Health heat and massage units, Brody fabric on footrest, Coalesse stacking chairs and dollies, Coalesse Lox™ foot stool ring

3 years
Coalesse exposed wood frames and wood legs, Lagunitas™ articulating back, SW_1 lounge tablet

INTERACTIVE AND ACOUSTIC SOLUTIONS

5 years
Qt™ PRO Emitters, Control Modules and Qt Room Control

3 years
media:scape® technology components; RoomWizard™

1 year
Certified refurbished RoomWizard, Workplace Advisor sensors and gateway (excluding subscription)

BOARDS AND EASELS

12 years
Verb™ teaching lectern and plastic components

5 years
Premium tackboards

3 years
Huddleboard™, Answer® markerboard surfaces, Coalesse Exponents™ markerboard surfaces, Clipper™

WORKTOOLS

12 years
Keyboard mechanisms, flat panel monitor arms, lighting fixtures, vertical cable carrier

5 years
Articulating and adjustable arms, lighting power supplies, ballasts and LED lighting components; launch pad power components

3 years
Personal caddy pad, Kybun®, Executive office tools, palm rests, Power Pincher®, USB charging station

SURFACES

12 years
Laminate, wood veneer and solid surface, all standard vertical surface textiles (except Cogent™: Geode and Sprite) and the following seating textiles: Billiard Multi-Use by Designtex®, Buzz2, Chainmail; Cogent:Connect, and Cogent:Trails, Imperma, New Black, Playground, Texel, Stand In, Seating vinyl, Connect 3D, 3D Knit, 3D Microknit, Jersey® Mesh, QiVi® Net, Reply® Air Mesh, Elmorustical, Elmosoft, and Elmotique Leather, Steelcase Leather, I-Skin

5 years
Bo Peep, Brisa, Cogent: Geode Vertical, CuraNet™; Gaja-Cradle to Cradle℠, Jacks, Link™, Nitelights, Redeem, Remix, Retrieve; Sprite, Spyder, Steelcut Trio, glass surfaces, paint colorfastness, Steelcase Health wood finish, Surround Sleep surface fabric

3 years
RTF Steelcase Health casegoods, vinyl wrapped surfaces and acrylic, Coalesse glass, granite, Corian®, Fusion top surfaces, Bix™ projection mesh screen, translucent corner table screen and side table top; Coalesse SW_1 and Lagunitas knit, Hexa , LessThanFive® carbon fiber chair

Steelcase Limited Lifetime Warranty for Americas

WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

WARRANTY DOES NOT COVER:

- Products considered by Steelcase to be consumables; (e.g., batteries, bulbs/lamps).
- Variations occurring in surface materials (e.g., colorfastness (except paint), matching grains, textures and colors across dissimilar subtrates and lots), and natural aging found in materials such as wood and leather.
  - Planked Veneer intentional and natural variations that includes, but not limited to: character marks, grain pattern, color and natural color aging.
- Select Surfaces, Steelcase Health Graded-In, Coalesse Graded-in, Custom Surfaces, Coalesse Customer's Own Material (COM), and Open Line Laminate are not covered, except as warranted by the original supplier, for material properties including, but not limited to, quality, aging, colorfastness, shade variations, puddling, wrinkling or abrasions.
- Other manufacturers' products (Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including Bolia, EMU, Carl Hansen, FLOS, and Mitchell Gold + Bob Williams).

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or ii) refund or credit of the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.
  - A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.
  - An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
  - A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer.

Steelcase reserves the right to request that the damaged product be returned prior to granting a remedy.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTIAL DAMAGES.

Call 888.783.3522 or visit. ©2018 Steelcase Inc. All rights reserved.
All specifications subject to change without notice. Printed in U.S.A.

001218-May2019-RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Level - Supplier Summary

Questionnaire Name	Supplier Name	Total Questionnaire Score	My Score	Total Questions	Questionnaire Coverage	QuestionCoverage %
Program Pricing Responses	Steelcase Inc.	-	-	3	3	100
Company Profiles_General Capabilities	Steelcase Inc.	-	-	26	26	100
Pricing Terms and Product	Steelcase Inc.	-	-	5	5	100
Services	Steelcase Inc.	-	-	19	19	100
Sustainability	Steelcase Inc.	-	-	14	14	100

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Program Pricing Responses
Questionnaire Description:	Attachment #2 - Pricing

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	* Attachment 2 Upload -Proposer is instructed to complete Tabs 1 through 3 of Attachment #2 - Pricing - Product and Service (provided in Attachments Section) and upload here . If needed, you may provide comment.	50.00%	-	Attachment 2, “Steelcase Office Furniture RFP_Program Pricing Response_Q1_Attach_2” has been uploaded to the CalUSource site. The attachment includes National Program Product Pricing, UC Product & Services Pricing, and the UC Product Cost Matrix (UC Market Basket), which reflect our proposal for the National and UC-specific Furniture programs. The “UC Discount_Service Pricing” tab reflects our proposed pricing structure for the UC-specific program. We have taken the entire potential value of the business relationship with UC into account in utilizing a "Dollar-One" (single-tier) pricing structure in our existing contracts with the University. Our sales information indicates that 80% of University Purchase Orders are under $2500. With Steelcase's experience and understanding of the purchasing habits of the University customers, we feel that a deeply discounted Dollar-One pricing model provides the best overall value to UC. For projects that are considered "Very Large" (in our current proposal, those projects that are in excess of $350,000 NET SELL), we offer additional discounting based on product mix and overall project size. Over the past 5 years, our negotiated project pricing has proven to be the low bid when campuses have solicited competitive pricing from other providers. The approach of supporting customized quotes based on volume and product mix allows us the most competitive pricing based on the specific project requirements. This pricing/discounting approach has proven to be extremely competitive across projects of all sizes throughout the University system over the past 18 years. The “Ntl Discount Service Pricing” tab reflects our proposed pricing structure for a National Omnia program. We have presented the proposed pricing with a simple tier structure that provides for additional negotiated pricing for orders over $150K LIST. Steelcase Dealers will

-	2	* Sample Project Quote - Proposer shall produce a quote for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the quote.	50.00%	-	The “Sample Project Quote” is attached, reflecting the project and application information supplied in the RFP documents. Steelcase has applied our products and services to meet the specification and conditions noted in the instructions. The project is separated into 2 separate quotes to best reflect the portion of the project that are subject to Prevailing Wage (modular furniture) and the portion of the project that can be delivered and installed according to the “Simple Installation” service level (tables and chairs). This quotation method is used to reduce the instance of applying Prevailing Wage service pricing on portions of the project that are not subject to Prevailing Wage. In addition to the project “Quotation”, we have included a typical “design package” document, which we have found to help clients and end users better understand the solution that is represented in the Quotation. Using product application renderings, photos, finishes, and product descriptions, we present the user with high-quality representations of the project to add to the information provided at time of quotation. Steelcase Office Furniture RFP_Program Pricing_Q2_Sample Project Quote.pdf;Steelcase Office Furniture RFP_Program Pricing_Q2_Design Package.pdf
-	3	* Sample Project Invoice - Proposer shall produce an invoice for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters	0.00%	-	The “Sample Project Invoice” is attached, reflecting the project and application information supplied in the RFP documents. Steelcase has applied our products and services to meet the specification and conditions noted in the instructions. Steelcase dealers utilize the same Hedberg business system to generate quotations, orders, and invoices – ensuring that the project information is accurate all the way through the project process. Steelcase Office Furniture RFP_Pricing Program_Q2_Sample Project Invoice.pdf

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Company Profiles/General Capabilities
Questionnaire Description:	Company structure, qualifications, and capabilities

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	Company Profile - Provide an introduction and company description	3.00%	-	Founded in 1912 as the Metal Office Furniture Company in Grand Rapids, Michigan, Steelcase is over 107 years old. Our innovation legacy began in 1914 with the invention of the steel desk. Our Steelcase dealer business & Account Manager, will be the primary person responsible for the relationship with UCOP. For the Steelcase employees serving the UCOP point account have been interviewed and evaluated based on their past work history and
-	2	Staffing and Qualifications - Indicate the staffing	3.00%	-	
-	3	- Describe employee hiring	3.00%	-	
-	4	Dealer Network - Utilizing Attachment 1 - Product	6.00%	-	because of the size and state of the University of California, a total of five Steelcase dealers serve your organization. Each Steelcase dealer is a
-	5	Sub-contracted work - Describe any plan to subcontract	2.75%	-	Steelcase plans to continue to offer to University of California an industry-leading depth and breadth of in-house knowledge, products and
-	6	Subcontractors/Suppliers - Please detail	2.75%	-	every Steelcase subcontractor, dealer, and partner are thoroughly vetted and evaluated to ensure alignment and market viability. Subcontractors
-	7	Categories - Manufacturer must	8.00%	-	Steelcase can provide the broadest statement of line to satisfy the UCOP furniture needs in the 5 specific categories of Systems, Freestanding
-	8	Manufacturing Locations - Please provide the	2.75%	-	As a global company, Steelcase has manufacturing locations around the world. In North America our manufacturing facilities are located in Athens,
-	9	What systems does your company have	2.75%	-	Executive Leadership at Steelcase understands and is committed to the importance of an effective global Business Continuity Program (BCP). Our BCP
-	10	Implementation Plan -A Proposer is	2.75%	-	Steelcase will coordinate the implementation of the Furniture Program at all UC campuses. This will include engaging with the furniture work teams, strategic sourcing organizations, and

-	11	Higher Ed Project References - Please detail 2 large company which	2.75%	-	Project Reference 1: UCSD Torrey Pines Center: In the fall of 2017, the UCSD IPPS team approached Steelcase and bkm to understand their options for furniture in their new Kaiser Permanente
-	12	References - The Proposer should	2.75%	-	Steelcase is a strategic supplier to Kaiser Permanente, providing furniture and services to their facilities throughout California, Oregon
-	13	eCommerce #1 - Capabilities 1- Are you currently	2.75%	-	Steelcase is fully eCommerce ready and is actively conducting online transactions with all campus locations.
-	14	eCommerce #2 - Current Capabilities- Noting this	7.00%	-	Steelcase and our dealer partners currently offer punchout requisitioning (OCI and cXML standards), XML based electronic purchase orders
-	15	eCommerce #3 Capabilities - Please detail your or your	3.00%	-	All purchase orders can be invoiced via cXML document. Currently, most campuses—but not all—are taking advantage of these documents.
-	16	eCommerce #4 Platforms - Please specify which	3.00%	-	To date we have integrated our platform with customers using Ariba, BuySpeed, eMars, Infor (Lawson), CGI Advantage, Coupa, Exostar, Jaggaer,
-	17	eCommerce #5 Platform Responsibility- Is	3.00%	-	There is one platform provided by Steelcase and our dealer partners with a single enablement for each campus. Steelcase is responsible for the software
-	18	eCommerce #6 Quote Retrieval Functionality: A	4.00%	-	All campuses whom the OCI system are currently using an integrated punchout site to populate requisitions with quote content (with
-	19	eCommerce #7 Configurable Items- Does your platform	4.00%	-	All catalog items are defined with the product identifiers, descriptions, options and finishes choices customized to the campus needs. As the
-	20	eCommerce #8 Sustainability Flag- Does your platform	4.00%	-	defined in the catalog will have a "sustainable" flag identified by the University when the product meets University sustainability requirements.
-	21	provide the ability Are you, through your primary	4.00%	-	Our primary dealers are capable of detailing the charges for furniture services in any manner that the campus requests as a standard practice. Over
-	22	Payment Method - Please specify ALL of the payment	3.00%	-	the dealers serving the UC campuses are currently supporting payments made through check, ACH, Ghost/P-Card, and Payment Plus
-	23	mandatory accept PROGRAM Exhibit A – Response for National	18.00%		Steelcase Office Furniture RFP D&B Report.pdf ; Steelcase Office Furniture RFP_Q23_Exhibit A.pdf

-	24	NATIONAL PROGRAM - Exhibit F - Federal Funds Certifications - The	0.00%		Steelcase Office Furniture RFP_Omnia Partners - Exhibit F Federal Funds Certifications.pdf
-	25	NATIONAL PROGRAM Exhibit G - New Jersey Business	0.00%		Steelcase Office Furniture RFP Exhibit G Doc#3 Stockholder Disclosure Form.pdf ; Steelcase Office Furniture RFP Exhibit G Doc#4 Political Contribution Disclosure Form.pdf
-	26	NATIONAL PROPGRAM Breadth of Product - Utilizing input from	2.00%	-	Steelcase can provide the requested statement of line to satisfy a National Furniture Program in the 5 specific categories of Systems, Freestanding Furniture, Storage, Seating, and Tables. Steelcase

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Pricing Terms and Product
Questionnaire Description:	Breadth of product, warranty, and discounts

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	"UC Breadth of Product -UC Minimum and Preferred Discount	45.00%	-	Steelcase can provide the broadest statement of line to satisfy the UCOP furniture needs in the 5 specific categories of Systems, Freestanding
-	2	– For discounting purposes, how do you define "Savings"?	15.00%	-	We have taken the entire potential value of the business relationship with UC into account in utilizing a "Dollar-One" (single-tier) pricing
-	3	– A minimum warranty of ten (10) years will apply to "Seating"	25.00%	-	Steelcase's Limited Lifetime Warranty is the Our strongest warranty in the industry that you may never need. The quality and durability of our
-	4	addition to unit pricing improvements and	10.00%	-	There are several ways in which Steelcase has helped and will continue to help UC reduce hard dollar costs:
-	5	"Open and Collaborative Spaces - Some departments at	5.00%	-	No matter where you are in the world, new research tells us the conditions needed for successful collaboration are universal. The Steelcase Active Collaboration Study 2019 spoke

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Services
Questionnaire Description:	Supplier Service Details

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	"Training - Understanding that Training is required	4.46%	-	Our Steelcase sales personnel, dealer account managers, dealer sales personnel, designers and operations personnel all work together to train
-	2	"Services offered - Please detail here, the services (i.e.	10.00%	-	Steelcase's network of dealers will serve as the UC campuses comprehensive furniture and service providers. From reconfiguring existing furniture to
-	3	Services included FOC: Please detail the services	5.00%	-	basic support services provided to our customers can additional charge include product training, provision of technical product information
-	4	Prevailing Wage - Please describe your	6.00%	-	Our sales, customer service and project space management staff are trained on the Prevailing Wage guidelines and communicate directly with
-	5	Returns - Please describe the returns policy and	10.00%	-	Non-conforming products will be repaired or replaced at no charge to you. A product is considered non-conforming if it is defective or if it
-	6	Customer Service - Please describe customer service-	3.14%	-	Over the course of our long-standing contractual relationship with UC, Steelcase has always committed to taking a lead role in assuming
-	7	satisfaction protocol Furniture/Ergo Lab - Will you provide	3.14%	-	For the past 15 years, Steelcase has worked collaboratively with University of California campus Ergonomic programs to provide
-	8	Ergo Collaboration - Will you collaborate with UC	10.00%	-	Over the past 15 years, Steelcase has regularly worked with the UC Ergonomic Work Team to gain professional feedback on product
-	9	ergonomists 1) Considerations: UC has issued system-	3.14%	-	Drawing experience in campus projects, we have consistently heard from the campus ergonomists for greater levels of participation in order to
-	10	wide "Quick Ship" for Describe your company's ability to address "quick ship"	3.14%	-	Most of our products are offered under our Quick Ship Program under one or more of our standard expedited catalog offerings:

-	11	- Describe how as a dealer your company Field Verifies now you will	3.14%	-	The assigned designer visits the project space and conducts a detailed site survey noting existing conditions, including the exact locations of walls,
-	12	provide order management	3.14%	-	design initial order preparation and customer directed changes are based on Steelcase electronic catalogs, with links to computer-aided
-	13	coordinate with all appropriate trades	3.14%	-	Steelcase and our dealer have extensive experience with large and complex projects, further ensuring the best processes for accurate
-	14	- Describe ability to schedule and meet furniture deliveries	10.00%	-	Our team of account managers, project managers and schedulers work together with the customer to land on the requested product arrival date to
-	15	- Describe ability to inspect and confirm quantities (as per	3.14%	-	Alignment this received at dealer sites are subject to at least three separate quality control
-	16	- Describe ability to prepare proper forms and provide	3.14%	-	Steelcase and our dealers pride ourselves on delivering defect-free products to our customers. We take extensive measures to protect all
-	17	campus standards - Do you have the capability to work	3.14%	-	Steelcase and our dealers have worked with several of the UC campuses previously to develop such furniture standards, typicals, and product
-	18	- Describe your internal management	10.00%	-	The internal management system (our Project Flow) is represented by the following sequence:
-	19	- Repair and Related Services- Do you offer regular, onsite	3.14%	-	Steelcase dealers operate the full service department operations on the UC Campuses. These service department technicians are responsible for responding to warranty calls and

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Sustainability
Questionnaire Description:	xxxxx

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	* UC Policy Review - UC has recently issued a revision of	0.00%	Yes; No	Yes
-	2	the goals you have publicly declared carbon, water, and waste reduction	7.69%	-	Steelcase's public goals are aimed at reducing our global environmental footprint. As we work to create meaningful, lasting change, we're putting
-	3	company offer, or are you planning to offer carbon	7.69%	-	Steelcase does not currently offer any carbon neutral products.
-	4	* Is your company a signatory to the UN Global Compact?	7.69%	-	Yes, Steelcase is a signatory to the UN Global Compact.
-	5	* Are any of the furniture manufacturer's	7.69%	-	Steelcase does not have any manufacturing facilities or factories that are SA8000 certified. While we are not certified under this body, our
-	6	packaging - After reviewing policy and guidelines, please	8.00%	-	Steelcase's first priority is to seek to eliminate or minimize packaging wherever possible by using blanket wrapping, palletizing, and other means.
-	7	Explain if you can provide (through	7.69%	-	Our dealers maintain a complete storage and Inventory Program (Asset Management Integration). From simple storage to complex
-	8	* End of life - Any Proposer awarded a contract as a result	7.69%	-	UC-reMarket is a program developed by Steelcase dealers to give UC customers an environmentally-friendly alternative furniture
-	9	* Parts Sales - A proposer is required to offer/sell parts	8.00%	-	Steelcase products are built to last. The evidence can be found in workplace architecture and furniture installed around the world and worth
-	10	* LEED/BIFMA - In alignment with the UC's Green Building	7.69%	-	One important extension of Steelcase's commitment to sustainability is our work to support the U.S. Green Building Council's LEED

-	11	Certifications/Other - Please detail all third-party	7.69%	-	As a recognized leader in the design, engineering and manufacturing of sustainable products, Steelcase applauds efforts to increase
-	12	Chemicals of Concern - As specified in Exhibit A, the University has	8.69%	-	Steelcase believes that providing the best solutions for our customers begins by ensuring they're the best solutions for our environment.
-	13	FSC Certified Wood - It is the preference of the University that all	9.69%	-	There are 141 product lines on Accuriment that have wood or wood core materials in their construction. Of these product lines, 89 of them
-	14	Provide information on any other sustainability innovations	4.10%	-	Sustainability is a key component to Steelcase innovation – so we approach our sustainability strategy creatively as well. This path ensures we deliver value to our customers and stakeholders

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Program Pricing Responses
Questionnaire Description:	Attachment #2 - Pricing

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	* Attachment 2 Upload -Proposer is instructed to complete Tabs 1 through 3 of Attachment #2 - Pricing - Product and Service (provided in Attachments Section) and upload here . If needed, you may provide comment.	50.00%	-	Attachment 2, “Steelcase Office Furniture RFP_Program Pricing Response_Q1_Attach_2” has been uploaded to the CalUSource site. The attachment includes National Program Product Pricing, UC Product & Services Pricing, and the UC Product Cost Matrix (UC Market Basket), which reflect our proposal for the National and UC-specific Furniture programs. The “UC Discount_Service Pricing” tab reflects our proposed pricing structure for the UC-specific program. We have taken the entire potential value of the business relationship with UC into account in utilizing a "Dollar-One" (single-tier) pricing structure in our existing contracts with the University. Our sales information indicates that 80% of University Purchase Orders are under $2500. With Steelcase's experience and understanding of the purchasing habits of the University customers, we feel that a deeply discounted Dollar-One pricing model provides the best overall value to UC. For projects that are considered "Very Large" (in our current proposal, those projects that are in excess of $350,000 NET SELL), we offer additional discounting based on product mix and overall project size. Over the past 5 years, our negotiated project pricing has proven to be the low bid when campuses have solicited competitive pricing from other providers. The approach of supporting customized quotes based on volume and product mix allows us the most competitive pricing based on the specific project requirements. This pricing/discounting approach has proven to be extremely competitive across projects of all sizes throughout the University system over the past 18 years. The “Ntl Discount Service Pricing” tab reflects our proposed pricing structure for a National Omnia program. We have presented the proposed pricing with a simple tier structure that provides for additional negotiated pricing for orders over $150K LIST. Steelcase Dealers will

-	2	* Sample Project Quote - Proposer shall produce a quote for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the quote.	50.00%	-	The “Sample Project Quote” is attached, reflecting the project and application information supplied in the RFP documents. Steelcase has applied our products and services to meet the specification and conditions noted in the instructions. The project is separated into 2 separate quotes to best reflect the portion of the project that are subject to Prevailing Wage (modular furniture) and the portion of the project that can be delivered and installed according to the “Simple Installation” service level (tables and chairs). This quotation method is used to reduce the instance of applying Prevailing Wage service pricing on portions of the project that are not subject to Prevailing Wage. In addition to the project “Quotation”, we have included a typical “design package” document, which we have found to help clients and end users better understand the solution that is represented in the Quotation. Using product application renderings, photos, finishes, and product descriptions, we present the user with high-quality representations of the project to add to the information provided at time of quotation. Steelcase Office Furniture RFP_Program Pricing_Q2_Sample Project Quote.pdf;Steelcase Office Furniture RFP_Program Pricing_Q2_Design Package.pdf
-	3	* Sample Project Invoice - Proposer shall produce an invoice for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters	0.00%	-	The “Sample Project Invoice” is attached, reflecting the project and application information supplied in the RFP documents. Steelcase has applied our products and services to meet the specification and conditions noted in the instructions. Steelcase dealers utilize the same Hedberg business system to generate quotations, orders, and invoices – ensuring that the project information is accurate all the way through the project process. Steelcase Office Furniture RFP_Pricing Program_Q2_Sample Project Invoice.pdf

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Company Profiles/General Capabilities
Questionnaire Description:	Company structure, qualifications, and capabilities

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	Company Profile - Provide an introduction and company description	3.00%	-	Founded in 1912 as the Metal Office Furniture Company in Grand Rapids, Michigan, Steelcase is over 107 years old. Our innovation legacy began in 1914 with the invention of the steel desk. Our Steelcase dealer business & Account Manager, will be the primary person responsible for the relationship with UCOP. For the Steelcase employees serving the UCOP point account have been interviewed and evaluated based on their past work history and
-	2	Staffing and Qualifications - Indicate the staffing	3.00%	-	
-	3	- Describe employee hiring	3.00%	-	
-	4	Dealer Network - Utilizing Attachment 1 - Product	6.00%	-	because of the size and state of the University of California, a total of five Steelcase dealers serve your organization. Each Steelcase dealer is a
-	5	Sub-contracted work - Describe any plan to subcontract	2.75%	-	Steelcase plans to continue to offer to University of California an industry-leading depth and breadth of in-house knowledge, products and
-	6	Subcontractors/Suppliers - Please detail	2.75%	-	every Steelcase subcontractor, dealer, and partner are thoroughly vetted and evaluated to ensure alignment and market viability. Subcontractors
-	7	Categories - Manufacturer must	8.00%	-	Steelcase can provide the broadest statement of line to satisfy the UCOP furniture needs in the 5 specific categories of Systems, Freestanding
-	8	Manufacturing Locations - Please provide the	2.75%	-	As a global company, Steelcase has manufacturing locations around the world. In North America our manufacturing facilities are located in Athens,
-	9	What systems does your company have	2.75%	-	Executive Leadership at Steelcase understands and is committed to the importance of an effective global Business Continuity Program (BCP). Our BCP
-	10	Implementation Plan -A Proposer is	2.75%	-	Steelcase will coordinate the implementation of the Furniture Program at all UC campuses. This will include engaging with the furniture work teams, strategic sourcing organizations, and

-	11	Higher Ed Project References - Please detail 2 large company which	2.75%	-	Project Reference 1: UCSD Torrey Pines Center: In the fall of 2017, the UCSD IPPS team approached Steelcase and bkm to understand their options for furniture in their new Kaiser Permanente
-	12	References - The Proposer should	2.75%	-	Steelcase is a strategic supplier to Kaiser Permanente, providing furniture and services to their facilities throughout California, Oregon
-	13	eCommerce #1 - Capabilities 1- Are you currently	2.75%	-	Steelcase is fully eCommerce ready and is actively conducting online transactions with all campus locations.
-	14	eCommerce #2 - Current Capabilities- Noting this	7.00%	-	Steelcase and our dealer partners currently offer punchout requisitioning (OCI and cXML standards), XML based electronic purchase orders
-	15	eCommerce #3 Capabilities - Please detail your or your	3.00%	-	All purchase orders can be invoiced via cXML document. Currently, most campuses—but not all—are taking advantage of these documents.
-	16	eCommerce #4 Platforms - Please specify which	3.00%	-	To date we have integrated our platform with customers using Ariba, BuySpeed, eMars, Infor (Lawson), CGI Advantage, Coupa, Exostar, Jaggaer,
-	17	eCommerce #5 Platform Responsibility- Is	3.00%	-	There is one platform provided by Steelcase and our dealer partners with a single enablement for each campus. Steelcase is responsible for the software
-	18	eCommerce #6 Quote Retrieval Functionality: A	4.00%	-	All campuses whom the OCI system are currently using an integrated punchout site to populate requisitions with quote content (with
-	19	eCommerce #7 Configurable Items- Does your platform	4.00%	-	All catalog items are defined with the product identifiers, descriptions, options and finishes choices customized to the campus needs. As the
-	20	eCommerce #8 Sustainability Flag- Does your platform	4.00%	-	defined in the catalog will have a "sustainable" flag identified by the University when the product meets University sustainability requirements.
-	21	provide the ability Are you, through your primary	4.00%	-	Our primary dealers are capable of detailing the charges for furniture services in any manner that the campus requests as a standard practice. Over
-	22	Payment Method - Please specify ALL of the payment	3.00%	-	the dealers serving the UC campuses are currently supporting payments made through check, ACH, Ghost/P-Card, and Payment Plus
-	23	mandatory accept PROGRAM Exhibit A – Response for National	18.00%		Steelcase Office Furniture RFP D&B Report.pdf ; Steelcase Office Furniture RFP_Q23_Exhibit A.pdf

-	24	NATIONAL PROGRAM - Exhibit F - Federal Funds Certifications - The	0.00%		Steelcase Office Furniture RFP_Omnia Partners - Exhibit F Federal Funds Certifications.pdf
-	25	NATIONAL PROGRAM Exhibit G - New Jersey Business	0.00%		Steelcase Office Furniture RFP Exhibit G Doc#3 Stockholder Disclosure Form.pdf ; Steelcase Office Furniture RFP Exhibit G Doc#4 Political Contribution Disclosure Form.pdf
-	26	NATIONAL PROPGRAM Breadth of Product - Utilizing input from	2.00%	-	Steelcase can provide the requested statement of line to satisfy a National Furniture Program in the 5 specific categories of Systems, Freestanding Furniture, Storage, Seating, and Tables. Steelcase

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Pricing Terms and Product
Questionnaire Description:	Breadth of product, warranty, and discounts

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	"UC Breadth of Product -UC Minimum and Preferred Discount	45.00%	-	Steelcase can provide the broadest statement of line to satisfy the UCOP furniture needs in the 5 specific categories of Systems, Freestanding
-	2	– For discounting purposes, how do you define "Savings"?	15.00%	-	We have taken the entire potential value of the business relationship with UC into account in utilizing a "Dollar-One" (single-tier) pricing
-	3	– A minimum warranty of ten (10) years will apply to "Seating"	25.00%	-	Steelcase's Limited Lifetime Warranty is the Our strongest warranty in the industry that you may never need. The quality and durability of our
-	4	addition to unit pricing improvements and	10.00%	-	There are several ways in which Steelcase has helped and will continue to help UC reduce hard dollar costs:
-	5	"Open and Collaborative Spaces - Some departments at	5.00%	-	No matter where you are in the world, new research tells us the conditions needed for successful collaboration are universal. The Steelcase Active Collaboration Study 2019 spoke

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Sustainability
Questionnaire Description:	xxxxx

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Steelcase Inc.
-	1	* UC Policy Review - UC has recently issued a revision of	0.00%	Yes; No	Yes
-	2	the goals you have publicly declared carbon, water, and waste reduction	7.69%	-	Steelcase's public goals are aimed at reducing our global environmental footprint. As we work to create meaningful, lasting change, we're putting
-	3	company offer, or are you planning to offer carbon	7.69%	-	Steelcase does not currently offer any carbon neutral products.
-	4	* Is your company a signatory to the UN Global Compact?	7.69%	-	Yes, Steelcase is a signatory to the UN Global Compact.
-	5	* Are any of the furniture manufacturer's	7.69%	-	Steelcase does not have any manufacturing facilities or factories that are SA8000 certified. While we are not certified under this body, our
-	6	packaging - After reviewing policy and guidelines, please	8.00%	-	Steelcase's first priority is to seek to eliminate or minimize packaging wherever possible by using blanket wrapping, palletizing, and other means.
-	7	Explain if you can provide (through	7.69%	-	Our dealers maintain a complete storage and Inventory Program (Asset Management Integration). From simple storage to complex
-	8	* End of life - Any Proposer awarded a contract as a result	7.69%	-	UC-reMarket is a program developed by Steelcase dealers to give UC customers an environmentally-friendly alternative furniture
-	9	* Parts Sales - A proposer is required to offer/sell parts	8.00%	-	Steelcase products are built to last. The evidence can be found in workplace architecture and furniture installed around the world and worth
-	10	* LEED/BIFMA - In alignment with the UC's Green Building	7.69%	-	One important extension of Steelcase's commitment to sustainability is our work to support the U.S. Green Building Council's LEED

-	11	Certifications/Other - Please detail all third-party	7.69%	-	As a recognized leader in the design, engineering and manufacturing of sustainable products, Steelcase applauds efforts to increase
-	12	Chemicals of Concern - As specified in Exhibit A, the University has	8.69%	-	Steelcase believes that providing the best solutions for our customers begins by ensuring they're the best solutions for our environment.
-	13	FSC Certified Wood - It is the preference of the University that all	9.69%	-	There are 141 product lines on Accuriment that have wood or wood core materials in their construction. Of these product lines, 89 of them
-	14	Provide information on any other sustainability innovations	4.10%	-	Sustainability is a key component to Steelcase innovation – so we approach our sustainability strategy creatively as well. This path ensures we deliver value to our customers and stakeholders