

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STEELCASE INC.**

This Agreement is entered into this Tuesday, February 25, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and STEELCASE INC., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Furniture, Fixture and Equipment for County of San Mateo Capital Projects and Space Planning.

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Furniture, Fixture and Equipment for County of San Mateo Capital Projects and Space Planning.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A. when Contractor is used in connection with a purchase order or Statement of Work, it means the Dealer responsible for activities related to fulfilling the purchase order or Statement of Work including, but not limited to, specifying, quoting, ordering, delivering, installing, invoices, collection, and other services in accordance with the terms of this Agreement. "Dealer" always means an authorized Steelcase dealer; as most authorized Steelcase dealers are independently owned; Dealer becomes bound to this Agreement by signing a Participating Dealer Letter set forth in Exhibit F attached herein.

**Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Sanctions Against Russia Letter of Compliance

Exhibit D—Rehabilitation Act of 1973

Exhibit E – Steelcase Warranty

**2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to

Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION THREE HUNDRED THOUSAND AND NO CENTS (\$3,500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

### **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from Saturday, February 1, 2025, through Thursday, November 11, 2027.

### **4. Termination**

This Agreement may be terminated by Contractor or by the Interim Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

### **5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law. For avoidance of doubt, Steelcase manufactured products are not excluded in "contract materials".

## 6. Relationship to Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

## 7. Hold Harmless

### a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all third-party claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

### 1. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement

infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

## **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

## **9. Insurance**

### **9.1. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained. Upon request, Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These

certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any cancellation of the policy.

9.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

9.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000 , (b) Motor Vehicle Liability Insurance..... \$1,000,000 , (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**10. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), , the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of

disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **11. Non-Discrimination and Other Requirements**

### **11.1. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **11.2. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **11.3. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **11.4. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **11.5. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified



individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

11.6. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

11.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

### **13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

### **14. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.



**15. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Sam Lin/Interim Director  
Address: 500 County Center, Redwood City, CA, 94063  
Telephone: (408) 391-5150  
Email: slin@smcgov.org

In the case of Contractor, to:

Name/Title: Kevin Schmidtbauer  
Address: 475 Brannan Street, San Francisco, CA 94107  
Telephone: 415-699-9529  
Email: kschmidt@steelcase.com

**17. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**18. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.

- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## **19. Prevailing Wage - If Applicable**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

### **19.1. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time,

and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

## 19.2. Warranty

This Software is subject to a warranty. Licensor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Licensor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Licensor, Licensor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Licensor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Licensor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Licensor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies include the following, to be selected at Licensee's sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Licensor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Licensor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

## 20. **Intellectual Property**

### 20.1. Intellectual Property Rights

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.
2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.
3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause

subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

## **21. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

## Exhibit A

Inconsideration of the payments set forth in Exhibit B, Contractor shall provide the following services of procuring and installing furniture, fixtures, and equipment as requested by the County of San Mateo.

### Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to County of San Mateo (Public Sector) under the terms of the agreement, as specified for a National Program.

### Statement of Work:

Supplier agrees to provide furniture products and the required Services, including but not limited to design, furniture project management, furniture installation, 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.

The manufacture/supplier agrees to extend the pricing basis, terms, and conditions of the agreement between the manufacture/supplier and the contracting agency electing to utilizing the resulting “Master Agreement” as registered members of a (Participating Public Agency). Supplier will make available to the County of San Mateo its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple projects. 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 County projects will be addressed, administered, and resolved by each project executive. Any delay in payment or other operational issue involving other projects will not adversely affect any other active project.

### Design Services

Where mutually acceptable, projects may employ the use of design services. If design services are requested, supplier’s dealer will submit proposal to project team. Proposal rates will be based upon the agreed cooperative master agreement. Work will be completed upon County’s approval of contractor proposal. Design Services may include but not limited:

- A. Meet with representative from the County of San Mateo and the architect of record to define project scope, timeline and budget.
- B. Assist with selection of color and finish options.
- C. Contractor will provide field verification and finalization of all FF&E orders.
- D. Produce preliminary space planning that will may be incorporated.
- E. Based on the preliminary space plan, Contract shall,
  - A. Provide an initial furniture budget plan estimate.
  - B. Provide recommendations of products that are low voltage, audio visual options etc.
  - F. Develop typical space planning design of workstation(s), private office(s), conference room(s), training room(s), classroom etc. as needed for County’s review and approval.



- G. Create 3D renderings/drawings of proposed furniture for the County project needs.
- H. Provide assistance with any revisions of the plan and make all necessary arrangements to facilitate the process.
- I. Provide installation documents/drawings for installation.

### **On site Project Management and Installation Services**

Contractor will provide preferred furniture and equipment project management and installation services. Contractor furniture installation team will provide delivery and installation of Furniture, Fixtures and Equipment ("FF&E") which conform with the County's design criteria. This scope of services will include (6) primary categories of FF&E, comprised of (A) Private Office Furnishings, (B) Open Area Workstations, (C) Task and Conference Seating, (D) Storage, (E) Conference Room Furnishings and (F) Ancillary Furnishings. Additional project goals include providing quality installation services for office furnishings that are durable, easily maintained, functional, visually, and acoustically pleasing, and incorporating the latest technology and sustainable design features which promote improved quality of work life.

### **Installation Services:**

The contractor is fully responsible for all installation services performed under this Agreement. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order. Contractor is fully responsible for any damage of product during delivery and installation of products.

Installation of ergonomic equipment; Installation of office equipment including but not limited to; Move and/or set up offices, conference rooms, storage rooms, and the like; Assembly of chairs and small pieces of furniture; Hang items in offices/open areas; Seismic attachment of freestanding furniture over 60" high (i.e. bookcase); and Various miscellaneous tasks that may arise on "Installation Move Day." Make deliveries to disposal, recycle and/or e-waste centers.

Provide assistance to County staff including the move coordinator, project manager, telecom specialist, Information Services Helpdesk as needed to complete logistical coordination for the projects. Contractor will be required to bring in the appropriate equipment, workers, or truck to complete the requested tasks. Contractor will be required to clean, sweep, or vacuum floor as needed after installation work or assembly of furniture. Provide all moving materials (labels, boxes, etc.). Contractor may periodically be required to store the County furnishings or other material at a suitable facility of contractor.

### **Purchase Order Process**

County agencies must follow the provided ordering guidelines when using.

- Develop a formal quote, which includes discounted pricing.
- Upon selection of the furniture, fixtures, and equipment from project team, the Dealer will provide the County project team with the quote to be reviewed and approved.
- Project team or Dealer will request a release of Purchase Order to be provided to Dealer.

- Purchase Orders will be developed by the County of San Mateo, Procurement, or approved administrative staff members. Purchase order approvals can take up to 2 weeks for approval and completion.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: However, vendor must provide a defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific contract.

**Note:** When using FP/D the Statement of Work must describe in detail to the particular project and the work that the selected Qualified Contractor will be required to perform. Comparison of best pricing must be established.

- For Consulting or Design services proposal, include in the request for proposal labor hours billed /job titles or number of hours estimated to provide the services.
- A valid attempt must be made to secure offers from viable contractors who are able to supply the goods and/or provide the services.
- Assess the offers received using best value criteria including cost as one of the criteria.
- Request the County issue a Purchase Order to selected contractor.
- For quotes under \$5,000 only one offer is required if the County has back up documentation from the Dealer that the price is fair and reasonable. Fair and reasonable cannot be applied to customizable orders.

### **Ordering Dealer**

The ordering Dealer must verify all products and/or services, and pricing are currently available on the Steelcase discounted Co-op Agreement and properly discounted. Sample of Products and Services pertaining to this contract are but not limited to:

- Boards-Bulletin
- Ergonomic-Accessories
- Furniture-Chairs
- Furniture-Chairs Stacking
- Furniture-Classroom
- Furniture-Conference Room
- Furniture-Ergonomic Seating
- Furniture-Executive Office
- Furniture-Modular System
- Furniture-Office
- Furniture-Seating
- Furniture-Tables
- Furniture-Upholstered
- Furniture-Work Stations
- For all available products and or services refer to the base contract currently available on the site is within our [www.steelcase.com](http://www.steelcase.com) website under “Design Resources” and under the heading “Spec Guides”.

### **EXCLUDED PRODUCTS AND/OR SERVICES**

- The purchase of Information Technology (IT) products is not available under this agreement or the referenced Agreement.
- Project team and coordinators of Furniture, Fixtures, and Equipment must adhere to the County of San Mateo Information Technology (IT) process. No exceptions. Attachment E.

**Exhibit B**

In consideration of the services provided by the Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the discounted General Services (Public Agency Co-op Agreement) agreed upon discounted rates for all products and services:

Questions regarding products and/or services contact the Steelcase representative as follows:

**Contact: Kevin Schmidtbauer**

Phone: (415) 699-9529

E-mail: [kschmidt@steelcase.com](mailto:kschmidt@steelcase.com)

Website: [www.steelcase.com](http://www.steelcase.com)

**ISSUE PURCHASE ORDER TO**

Orders may be placed with Dealer.

Authorized Dealer

- Issue quote.
- Request for Purchase Order

Orders placed with Dealer must have approved County of San Mateo purchase order. Any changes to the order after the release of the purchase order must be communicated to the County via an updated quote. Dealer must ensure the change is captured in an updated purchase order. Delay in properly updating the County of changes to a quote will delay payment to the Dealer.

**SUBMIT ORDERS TO:**

Steelcase, Inc. and/ or referenced Dealer/Reseller per the

475 Brannan Street

San Francisco, CA 94107

Attn: Kevin Schmidtbauer

E-mail: [kschmidt@steelcase.com](mailto:kschmidt@steelcase.com)

**Orders placed with a Dealer must be addressed as shown below and payment must be made to the Dealer identified on the invoice:**

**Orders placed with a Dealer**

**SUBMIT ORDERS TO:**

For invoicing purposes, each "Dealer accounting office must submit invoices with the most updated approved purchase order, correct calculated tax, and shipping fee/rates. **Invoice must match the approved Purchase Order.** In the event there is a discrepancy between the approved

purchase order and the invoice totals, the County will reject and return the invoice to the vendor for corrections. Vendor, Contractor, and Dealer/Reseller understand showing discrepancies on invoices may unnecessarily delay processing payment.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

### **MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this Agreement.

### **SOURCEWELL PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the co-op (Public Agency) base contract.

The ordering agency is encouraged to seek prices lower than those in the base contract. When responding to the County's Request for Proposal (RFP), the Dealer contractor can offer lower prices to be competitive.

### **PRICE DISCOUNTS**

All efforts should be made to contact Steelcase, Inc. for the specific discount percentage available under the Statewide base agreement. Each RFP or quote needs to clearly show the discounted percentage and/or rates granted.

### **WARRANTY**

For warranties, see the Steelcase Warranty provision Terms and Conditions/General Provisions. The County of San Mateo expects all items to be warrantied per manufacture, supplier guarantee.

**Product Warranty.** Company hereby represents and warrants that any Product sold under this Agreement and any replacement Product (a) is free and clear of any liens, security interests, or encumbrances of any nature; (b) has been designed, manufactured, labeled, packaged, stored, exported, and sold by Company in accordance with all applicable laws, regulations, rules, and restrictions; and (c) is free from defects in material and workmanship under normal conditions of storage, handling, and use from delivery of the Product until the Product expiration date (the "Warranty Period")(together, the "**Product Warranty**")

### **DELIVERY**

Deliveries will be based on the manufacture lead times or as negotiated between County and Contractor and included in the purchase order.

### **SHIPPING INSTRUCTIONS**

F.O.B. (Free on Board) Destination. Seller pays the freight charges.

## **CANCELLATION AND/OR RESTOCKING FEE**

**Cancellation Fee:** The County of San Mateo shall have the right to change or cancel any Order by delivering written notice to Dealer. Except as otherwise provided herein, any such change or cancellation shall be without charge prior to commencement of production of such Order. If production has begun (including the ordering of parts and materials), a charge may be applied up to the full invoice amount of the Order.

### **CANCELLATIONS:**

1. All product is manufactured to customer specifications and, therefore, cannot be canceled once produced or in production, or returned. Restocking programs are not available. Design changes will be billed at the standard hourly rate.
2. Express Ship and Service Part Orders cannot be changed or cancelled once the order has been placed.
- c. **STORAGE AND EXTRA HANDLING IF SITE NOT READY:** If job site is not available on mutually agreed upon delivery date, Seller will store product without charge for a maximum of (30) days from designated delivery date. Thereafter, a charge of 1.25% of the order value per month will be assessed and paid by the Buyer. Charges will also be assessed to the Buyer for additional handling or redirecting of product at a standard hourly rate or actual charges if performed by a third party.

## **PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the County of San Mateo Board of Supervisors approval on the Agency's purchasing authority threshold.

### **Using Multiple Discounted Agreements:**

The County of San Mateo may request contractor to use other discounted agreements such as CMAS for a particular item. Contractor, Dealer/Reseller agrees to the use of other discounted pricing agreements. Each vendor should have its own single purchase order,

- All quotes must be managed by the same contracted Dealer/Reseller.
- All quotes referencing other County discounted agreements must be managed by the same Dealer/Reseller

## **NOT SPECIFICALLY PRICED ITEMS**

- The only time that open market/incidental, non-contract items may be included in an order is when they fall under the parameters of the Not Specifically Priced (NSP) items.



- Contractors must be authorized providers of the hardware, software and/or services they offer as NSP Items provision.

County and contractor use of the NSP provision is subject to the following requirements:

- 1. Purchase orders containing NSP items must have their own stand-alone purchase order.
- 2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the County.
- 3. NSP items shall be clearly identified as such. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
- 4. An NSP item included in an order issued against this is subject to all of the terms and conditions set forth in the Agreement.

## **PAYMENTS AND INVOICES**

**1. Payment Terms:** Payment terms for this Agreement are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State and Local agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an approved undisputed invoice, whichever is later.

**TAXES:** Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax exempt status, a certificate of tax exemption is to be provided prior to order placement.

Invoices are to be submitted to:

[pdu\\_invoices@smcgov.org](mailto:pdu_invoices@smcgov.org)

or

Project Development Unit  
500 County Center, 5 Floor  
Redwood City, CA 94063

### **Proposed Dealer Services and Rates:**

The rates below may be subject to rate increases, subject to prior written notification from Steelcase and County approval. Other terms may apply due to specific scope and will be quoted by the Dealer on a case-by-case basis. Rates are ceiling-based rates.

<b>Steelcase Dealer Par Billing Rates with County of San Mateo</b>	
<b>Services</b>	
Project Manager, per hour	\$110
Strategic Planning Service, per hour	\$150
Design, per hour (Field Verifications, Floor Core locations, Inventory of existing product in field, Coordination of electrical, Design programming with schematic design, Space Planning, Occupancy Planning/CAD Drafter, Test fits, Accessorizing, Architectural finish selection)	\$100
Designer: Furniture Renderings A proposal will be provided	\$150-\$600
Installer, Straight Time, Union/Prevailing Wage, per hour	\$135
Bobtail Truck, per hour	\$30
Service, Union/Prevailing Wage, per hour (Furniture repair, custom cutting of surfaces, warranty repair or Manufacturer's recall, Misc. furniture installations, i.e keyboards, worksurfaces, peds, panels, etc. requiring separate trip with vehicle.)	\$150
<i>*Union rates are based on annual contracts, current rates are good through June 30, 2025. All rates noted are based on Sourcewell contract and subject to updates in compliance with same.</i>	

SIGNATURE PAGE TO FOLLOW

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: STEELCASE INC.

<small>DocuSigned by:</small> <i>Diane Chertos</i> <small>3A1CDF175A304ED...</small>	<small>Jan-17-2025   09:30 PST</small>	<small>Diane Chertos</small>
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

# COUNTY OF SAN MATEO



Jas Sandhar  
Procurement Manager

Procurement Division  
455 County Center, 4th Floor  
Redwood City, CA 94063  
650-363-4408 T  
jsandhar@smcgov.org  
<https://hr.smcgov.org/procurement>

May 4, 2022

Dear Contractor, Vendor, or Supplier:

I am the Procurement Manager for the County of San Mateo, California (“County”), and I write because you have been identified as the contact person for a person or entity that has an agreement with the County of San Mateo (the “County”) to provide goods or services.

All County contracts include terms that require contractors to comply with applicable laws while performing under the agreements. As you may know, the United States and State of California have taken action against Russia in response to its aggression in Ukraine, including by imposing economic sanctions. The County is working to ensure compliance with these sanctions and related orders.

Detailed information about the sanctions, including relevant Executive Orders issued by the President of the United States and the Governor of California, may be found at the following websites maintained by the United States and the State of California:

- <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>
- <https://www.dgs.ca.gov/OLS/Ukraine-Russia>

The County is hereby directing its contractors, vendors, and suppliers, including you, to notify the County if the provision of goods and/or services under any agreement with the County, or payment under any such agreement, is prohibited by these sanctions. If you have reason to believe that the sanctions against Russia prohibit performance or payment under your agreement with the County, please send an email to [procurement@smcgov.org](mailto:procurement@smcgov.org) with the subject line “Sanctions Against Russia.” Please include the relevant contract/agreement number, if you know it, or a copy of the agreement, with your email. Please also include a short explanation of why you have reason to believe that the sanctions against Russia prohibit performance or payment under the agreement.

We greatly appreciate your partnership with the County and your attention to this important matter. Please also keep in mind that failure to comply with applicable law, including the above-referenced sanctions, could result in contract termination.

If you have any questions regarding this correspondence, please do not hesitate to contact the County’s Procurement Department at [procurement@smcgov.org](mailto:procurement@smcgov.org), or call me at (650) 363-4408.

Sincerely,

Jas Sandhar, Procurement Manager

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

---

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

**I certify that the above information is complete and correct to the best of my knowledge**

**Signature:**

**Title of Authorized Official:**

**Date:**

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Date: \_\_\_\_\_

To: Participating Dealer

Subject: State of California Purchase Agreement (CMAS)  
CDA Number: US--21Z01874

This letter is to confirm that effective as of the date of signature below, your company intends to become a Participating Dealer (“Dealer”) in the Purchase Agreement (“Agreement”) between the State of California and Steelcase that became effective May 26, 2021.

In order to qualify as a Dealer under the Agreement, a signature is required on this letter to show that your company will abide by the Agreement’s terms and conditions. Accordingly, please review carefully each page of the attached Agreement, which contains paragraphs that apply in whole or in part to your activities as a Dealer under the Agreement. By executing this letter, your company becomes a party to the Agreement, is legally bound by the Agreement, and assumes liability for its activities and performance under the Agreement.

By executing this letter, you agree to indemnify, defend and hold harmless Steelcase and its shareholders, directors, officers, agents and employees from and against all claims, liabilities, damages, costs or expenses (including reasonable attorneys’ fees) that Steelcase may incur as a result of your company’s breach of the obligations set forth within the Agreement.

You may terminate your participation in the Agreement at any time by sending written notification to Steelcase and to the State of California at the addresses shown in the Agreement. Termination will be effective thirty (30) days after receipt of such letter by Steelcase. However, termination shall not affect orders placed before the effective termination date.

Please have an authorized representative of your company sign in the space provided below. Keep a copy of this letter and the Agreement for your records and return this letter to [quotes@steelcase.com](mailto:quotes@steelcase.com).

Accepted:

Dealer: One Workplace  
Address: 2500 De La Cruz Blvd, Santa Clara, CA  
Site ID: **000000128846**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Address: 475 Brannan Street, SF, CA  
Site ID: **000000244205**

Title: \_\_\_\_\_

Address: 7220 Edgewater Dr, Oakland, CA  
Site ID: **000015628438**

Date: \_\_\_\_\_

Address: 1780 N. Market Blvd., Sacramento, CA  
Site ID: **000000163117**

Dealer: PBI – A Division of One Workplace  
Address: 325 Main St., Salinas, CA  
Site ID: **000002449354**



(Notice: Authorized Steelcase Dealers that desire to participate in the transactions contemplated by the Agreement must return a signed copy of this letter to Steelcase within 90 days).

**In order to add more than one site or location for your company under this letter, each individual site must be included in either of the following ways: 1) list each site individually on this letter (add additional pages as necessary); or 2) sign a separate letter for each individual site.**

# 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 normal expected life of the product, except as set forth below. This warranty applies to Steelcase Branded Products delivered in the Americas: United States, Canada, Mexico, Latin America, and the Caribbean. The warranty is non-transferable and valid from the date of delivery, regardless of shift usage, to the original end-use customer, which means the final purchaser of a product from Steelcase or a Steelcase authorized reseller for the purchaser's own use and not for resale, remarketing, or distribution. 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. Because Steelcase cannot control the quality of products sold by unauthorized sellers, Steelcase reserves the right to reject warranty claims for products purchased from unauthorized sellers, including unauthorized Internet sites, unless otherwise prohibited by law.

\*Not applicable to products sold at retail to consumers (as defined below), who should refer to the Steelcase Limited Lifetime Consumer Warranty for Americas.

## EXCEPTIONS TO THE LIFETIME COVERAGE

### SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING

#### 12 years

Airtouch®, Elective Elements®, Flex 120 HAD, Mackinac™, Migration™ Pro Desk, Migration™ Intro Desk, Migration™ SE Desk and Bench, Ology™ Desk and Bench, Solo, Slim Leg HAD, height adjustable mechanisms and electronics, Flex board clips, mechanisms, lighting fixtures, Convey™ door hinges, drawer slides, casters and adjustable brackets, Coalesse Train Flip Top Mechanism, Coalesse steel legs, steel bases, and door hinges; Exponents® painted MDF components, OttimaEco Bench, Implicit®, and VolumArt,

#### 5 years

Architectural doors, architectural glass, office systems doors, Sync™ height adjustable mechanisms and electronics, Elective Elements soft-close drawer slide, urethane edge treatments, Steelcase Health overbed table bases and columns, lighting power supplies, ballasts and LED lighting components, Coalesse Ballet flip top mechanisms, Coalesse occasional table frames, Frank Lloyd Wright Racine Desk, Executive Desk, and Utility Table, Pocket Cart mechanism.

#### 3 years

Campfire™ footrest, Ology™ Walkstation treadmill, parts, wear items, service and labor. Convey electronic locks, Coalesse/Steelcase 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. Groupwork Power, Flex 120 and 90 Wrap Light, Studio B painted MDF Worksurface.

#### 2 years

WorkValet Electronic Locks.

#### 1 year

TS Series Storage Electronic Lock, WorkValet network locks

### SEATING

#### 12 years

Mechanisms, lumbar mechanisms, headrests, coat hanger, pneumatic cylinders, arm caps, foam, casters and glides, Max-Stacker® III, Umami® frames, lounge power modules, 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, Task Seating upholstered outer back covers, Coalesse Ensemble

#### 5 years

Steelcase Health recliner and sleeper mechanisms including central lock, trendelenburg and associated levers and pedals, Steelcase Health heat and massage components, Brody fabric on footrest, Simple Seating, Coalesse stacking chairs and dollies, Coalesse Lox™ foot stool ring, Coalesse Montara650 wood shell, Frank Lloyd Wright Racine Guest Chair and Lounge Chair.

#### 3 years

Coalesse exposed wood frames and wood legs, Lagunitas™ articulating back, SW\_1 lounge tablet, Ensemble performance back with pull strap.

### INTERACTIVE AND ACOUSTIC SOLUTIONS

#### 5 years

Qt™ PRO Emitters, Control Modules and Qt Room Control

### BOARDS AND EASELS

#### 12 years

Verb™ teaching lectern and plastic components

#### 5 years

Premium tackboards frames and Premium whiteboards frames, Work Tents, FLW Racine Whiteboard

#### 3 years

Answer® markerboard surfaces, Flex, Groupwork® Bivi® and Clipper™, Coalesse Exponents™ markerboard surfaces.

#### 2 years

FLW Racine PET Tackboard

### WORKTOOLS

#### 12 years

Keyboard mechanisms, flat panel monitor arms, cable management products. Lighting fixtures: dash, LED Radial and LED Linear Desktops, LED Shelf, LED Linear Shelf and Shelf Lights.

#### 5 years

Lighting power supplies, ballasts, and LED lighting components: dash, LED Radial and LED Linear Desktops, LED Shelf, LED Linear Shelf and Shelf Lights. Launch pad power components

#### 3 years

Personal caddy pad, palm rests, LED Intro light fixture, Eclipse Light fixture, components, and power supply. Electrical desktop, rail mounted or under worksurface power that houses power and/or data and/or USB, Flex Dock.

#### 1 year

Steelcase Flex Mobile PowerC

### SURFACES

#### 12 years

Laminate, wood veneer and solid surface, all standard textiles except as listed below.

#### 5 years

Bo Peep, CuraNet™, Gaja Jacks, Link™, Nitelights, Redeem, Remix, Retrieve; Silk, Sprite, Steelcut Trio, glass surfaces, architectural glass, paint colorfastness, (except Cast Shadow) Steelcase Health wood finish, Surround Sleep surface fabric, Ascent, Sheer.

#### 3 years

Steelcase Health thermoform Kydex, Steelcase Health rigid thermoform casegoods, overbed table tops and tablets, vinyl wrapped surfaces, clear or frosted 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, 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 matching grains, textures and colors across dissimilar substrates and lots), and natural aging found in materials such as wood, clear coat finishes and leather.
  - Planked Veneer's intentional and natural variations include, but are not limited to: character marks, grain pattern, color and natural color aging.
  - Cast Shadow's variations include, but are not limited to: color range, weld marks, fingerprints, anodized streaks, colorfastness, color haze and variability across parts and products.
- Materials specified through our Custom Surfaces, COM program and Select Surfaces are warranted differently by each supplier and do not fall under Steelcase warranty. Additionally, if the material is found to be covered under a supplier's warranty including, but not limited to, quality, aging, colorfastness, shade variations, puddling, wrinkling or abrasions, Steelcase is not responsible for additional costs from replacement products or labor.
- Products manufactured utilizing a non-standard product platform or material.
- Other manufacturers' products, Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products.
- Products purchased from other than Steelcase or a Steelcase authorized reseller, unless otherwise prohibited by law.

### 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.
  - A "consumer" means any individual client who acts for its own use and for purposes that are outside its trade, business, craft or profession.
- 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 INCIDENTAL DAMAGES.



**PRODUCTS AND PRICING**

**FOR DELIVERIES IN THE UNITED STATES AND CANADA**

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. Any Product list-price adjustment shall be effective upon a thirty (30) day written notification given to Sourcewell.

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.

Deliveries from Dealer to Sourcewell shall be FOB, Sourcewell’s Designated Location for Orders within the United States, and FCA, Sourcewell’s Designated Location for Orders outside of the United States. Exceptions include Alaska, Hawaii, the Northwest Territories, Nunavut and Yukon, 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 Sourcewell for Orders up to \$200,000 list price. The service charge for Orders above \$200,000 list price shall be negotiated.

Remote Location(s) Installation & Service: Any location outside of a 25-mile radius of the Steelcase Dealer’s location(s) are considered remote. Upon request, the dealer would provide a not to exceed estimate with respects to travel, per diem, lodging and equipment rental, if needed, at the time of project quotation. Member would pay actual invoice of these items, upon verification of the fees.

Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
<b>Carl Hansen Seating/Tables</b>	48.42%	50.00%	50.00% or more*
<b>Balance of Coalesse</b>	48.42%	50.00%	50.00% or more*
<b>Hosu Lounge Seating</b>	48.42%	50.00%	50.00% or more*
<b>Lagunitas</b>	48.42%	50.00%	50.00% or more*
<b>lessthanfive</b>	48.42%	50.00%	50.00% or more*
<b>Massaud Collection</b>	48.42%	50.00%	50.00% or more*
<b>Massaud Conference Collection</b>	48.42%	50.00%	50.00% or more*
<b>Montara650</b>	48.42%	50.00%	50.00% or more*
<b>Potrero415</b>	48.42%	50.00%	50.00% or more*
<b>Balance of Collaborative Surfaces</b>	41.56%	44.21%	44.21% or more*
<b>Balance of Orangebox Pods</b>	42.75%	44.25%	44.25% or more*
<b>Balance of Orangebox</b>	42.75%	45.00%	45.00% or more*
<b>a3 CeramicSteel Mobil</b>	41.56%	44.21%	44.21% or more*
<b>Flow</b>	40.00%	41.01%	41.01% or more*
<b>Motif</b>	40.00%	41.01%	41.01% or more*
<b>Sans</b>	40.00%	41.01%	41.01% or more*
<b>462 Leap</b>	59.76%	61.13%	61.13% or more*
<b>466 Reply</b>	56.10%	57.18%	57.18% or more*
<b>475 Player</b>	58.50%	60.50%	60.50% or more*
<b>487 Cachet Seating</b>	53.00%	54.30%	54.30% or more*
<b>490 Move</b>	53.00%	54.30%	54.30% or more*
<b>Adjustable Tables - Airtouch</b>	58.50%	62.00%	62.00% or more*
<b>Agree Table</b>	50.63%	53.66%	53.66% or more*
<b>Alight</b>	54.00%	57.75%	57.75% or more*
<b>Amia</b>	56.10%	57.18%	57.18% or more*
<b>Answer</b>	61.00%	63.03%	63.03% or more*



Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Answer Beam	61.00%	63.03%	63.03% or more*
Answer Fence	61.00%	63.03%	63.03% or more*
Answer Freestanding Desking	61.00%	63.03%	63.03% or more*
Architectural Modular Power	51.18%	53.56%	53.56% or more*
B Free - Furniture	46.00%	48.00%	48.00% or more*
B Free - Seating	46.00%	48.00%	48.00% or more*
Bassline	54.00%	57.75%	57.75% or more*
Bivi	54.00%	57.75%	57.75% or more*
Bottomline Task Light	49.00%	50.00%	50.00% or more*
Brody Lounge Seating	43.00%	45.62%	45.62% or more*
Buoy	54.00%	57.75%	57.75% or more*
Campfire	54.00%	57.75%	57.75% or more*
Clipper	54.00%	57.75%	57.75% or more*
cobi	52.50%	54.00%	54.00% or more*
Divisio Screens	47.73%	51.23%	51.23% or more*
Duo Storage For Answer	58.50%	63.25%	63.25% or more*
Elbrook	51.88%	53.96%	53.96% or more*
Everwall	50.00%	51.84%	51.84% or more*
Flex	47.00%	51.95%	51.95% or more*
Flex Active Frames	47.00%	51.95%	51.95% or more*
Flex Had	47.00%	51.95%	51.95% or more*
FrameOne	50.50%	53.70%	53.70% or more*
Gesture	55.00%	56.48%	56.48% or more*
Groupwork	54.00%	57.00%	57.00% or more*
High Density Storage	58.50%	63.25%	63.25% or more*
i2i	52.50%	54.00%	54.00% or more*
Jacket	54.00%	57.75%	57.75% or more*
Jenny	54.00%	57.75%	57.75% or more*
Kart Seating	50.00%	52.00%	52.00% or more*
Kick	59.00%	62.00%	62.00% or more*
LED Linear	49.00%	50.78%	50.78% or more*
LED Shelf Light	49.00%	50.00%	50.00% or more*
Lite Scale	48.75%	50.00%	50.00% or more*
Max Stacker III	58.00%	60.00%	60.00% or more*
media:scape	44.00%	45.00%	45.00% or more*
Migration SE Bench	52.67%	53.50%	53.50% or more*
Migration SE Desk	53.34%	54.61%	54.61% or more*
Montage	58.50%	62.00%	62.00% or more*
Node	52.50%	55.10%	55.10% or more*
Wiesner Hager Nooi	47.50%	49.71%	49.71% or more*
Ocular Tables	38.75%	42.07%	42.07% or more*
Ology Bench	50.00%	51.95%	51.95% or more*
Ology Desk	50.00%	51.95%	51.95% or more*
Pathways Power & Communication	57.72%	61.30%	61.30% or more*
Premium Whiteboard	49.36%	52.12%	52.12% or more*
Privacy Walls	49.00%	51.00%	51.00% or more*
Qivi	53.00%	54.00%	54.00% or more*
Qt Pro	51.18%	53.56%	53.56% or more*
Sarto Privacy Modesty Screen	48.00%	53.61%	53.61% or more*
Scoop Stool	54.00%	57.75%	57.75% or more*
Shortcut	54.00%	57.75%	57.75% or more*



Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
SILQ Seating	48.75%	52.74%	52.74% or more*
Simple Tables	54.00%	57.75%	57.75% or more*
Soffio Screen	46.89%	53.05%	53.05% or more*
Standard Lighting	61.00%	64.50%	64.50% or more*
Steelcase Karman	54.38%	56.71%	56.71% or more*
Steelcase Series 1	57.47%	59.42%	59.42% or more*
Steelcase Series 2	55.00%	56.71%	56.71% or more*
Tenor	52.50%	55.70%	55.70% or more*
Think - Task	56.10%	57.18%	57.18% or more*
Thread Floor Power System	43.00%	44.00%	44.00% or more*
TS Bins & Shelves	60.12%	61.75%	61.75% or more*
TS Fixed Pedestals	60.12%	61.75%	61.75% or more*
TS Laterals	60.12%	62.38%	62.38% or more*
TS Lockers	60.12%	62.38%	62.38% or more*
TS Mobile Pedestals	60.12%	61.75%	61.75% or more*
TS Tower Too	60.12%	61.75%	61.75% or more*
TS Underworksurface Latera	60.12%	61.75%	61.75% or more*
TS Worksurfaces	60.12%	61.75%	61.75% or more*
Umami	45.00%	47.00%	47.00% or more*
Low Profile Floor	51.18%	53.56%	53.56% or more*
Universal Bookcases	58.50%	63.25%	63.25% or more*
Universal Combination Cabinets	58.50%	63.25%	63.25% or more*
Universal Hard Surface Screen	48.00%	53.61%	53.61% or more*
Universal ITC/OTC Bins/Shelves	61.00%	63.03%	63.03% or more*
Universal Lateral Files	58.50%	63.25%	63.25% or more*
Universal Pedestals	61.00%	63.03%	63.03% or more*
Universal Privacy Screens	48.00%	53.61%	53.61% or more*
Universal Storage Cabinets	58.50%	63.25%	63.25% or more*
Universal System Worksurface-Wood	58.50%	63.25%	63.25% or more*
Universal Towers	58.50%	63.25%	63.25% or more*
Universal Wardrobe Cabinets	58.50%	63.25%	63.25% or more*
Universal Lockers	57.94%	63.25%	63.25% or more*
Universal Storage Accessories	58.50%	63.25%	63.25% or more*
Universal System Worksurfaces	61.00%	63.03%	63.03% or more*
Universal Tables	61.00%	63.03%	63.03% or more*
V.I.A.	48.10%	51.00%	51.00% or more*
Verb	52.00%	55.00%	55.00% or more*
Work Tents	50.00%	53.35%	53.35% or more*
Work Valet	51.88%	54.27%	54.27% or more*
Aspekt Series	45.00%	47.00%	47.00% or more*
Steelcase Caseload Accessories	45.00%	47.00%	47.00% or more*
Convey	45.01%	47.00%	47.00% or more*
Cura Seating	45.00%	47.00%	47.00% or more*
Embold	45.01%	47.00%	47.00% or more*
Empath Recliner Seating	45.00%	47.00%	47.00% or more*
Folio	45.00%	47.00%	47.00% or more*
Leela	45.00%	47.00%	47.00% or more*
Mineral Recliner Seating	45.00%	47.00%	47.00% or more*
Mitra Recliner & Sleeper	45.00%	47.00%	47.00% or more*
Mitra Series	45.00%	47.00%	47.00% or more*
Mobile Overbed Tables	45.00%	47.00%	47.00% or more*





Steelcase Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Outlook Sequoia	45.00%	47.00%	47.00% or more*
Park	45.00%	47.00%	47.00% or more*
Pocket	45.00%	47.00%	47.00% or more*
Radia	40.63%	44.97%	44.97% or more*
Regard	45.00%	47.00%	47.00% or more*
Relay Arm	45.00%	47.00%	47.00% or more*
Senza	45.00%	47.00%	47.00% or more*
Sieste Seating	45.00%	47.00%	47.00% or more*
Sieste Sleeper	45.00%	47.00%	47.00% or more*
Sieste Tables	45.00%	47.00%	47.00% or more*
Sorrel Series	45.00%	47.00%	47.00% or more*
Balance of Steelcase Health	45.00%	47.00%	47.00% or more*
Surround	45.00%	47.00%	47.00% or more*
Sync	45.00%	47.00%	47.00% or more*
Tava	45.00%	47.00%	47.00% or more*
Verge Stool	45.00%	47.00%	47.00% or more*
X-Tenz	45.00%	47.00%	47.00% or more*
Studio B	33.33%	35.90%	35.90% or more*
Viccarbe	38.13%	40.85%	40.85% or more*
Viccarbe Copa	38.13%	40.85%	40.85% or more*
Balance of West Elm	49.00%	50.50%	50.50% or more*
Currency	54.00%	57.00%	57.00% or more*
Elective Elements	54.88%	57.94%	57.94% or more*
Elective Elements - Parametric	54.88%	57.93%	57.93% or more*
Mackinac	50.50%	55.00%	55.00% or more*
Siento Seating	50.77%	53.53%	53.53% or more*
Verlay	52.50%	54.57%	54.57% or more*
Victor2	50.00%	51.83%	51.83% or more*
Balance of Wood	50.17%	52.94%	52.94% or more*
CF Series Intro	49.64%	51.84%	51.84% or more*
Flex Mobile Power	48.14%	51.22%	51.22% or more*
Powerstrip Intro	48.75%	51.22%	51.22% or more*
Balance of Worktools	49.00%	52.30%	52.30% or more*

Partner Products	Price List / Order Size (in CAD/USD)		
	Discounts off Partner MSRP		
	Drop Ship		
	\$1 - \$50,000 Partner MSRP	\$50,001 - \$150,000 Partner MSRP	\$150,001 Partner MSRP and above
Bolia	8.75%	10.98%	10.98% or more*
Establish & Sons	6.25%	8.54%	8.54% or more*
Extremis	22.50%	24.39%	24.39% or more*
FLOS Lighting	12.50%	14.63%	14.63% or more*
Kwickscreen	2.50%	8.54%	8.54% or more*
Mattiazzi	43.75%	46.34%	46.34% or more*
Moooi	6.88%	9.76%	9.76% or more*
Moooi Carpets	6.88%	9.76%	9.76% or more*
Tom Dixon	12.50%	15.85%	15.85% or more*



Smith Systems Products	Price List / Order Size (in CAD/USD)	
	Discounts off List	
	Drop Ship	
	\$1 - \$50,000 List	\$50,001 list and above
<b>All Smith System Catalogue Products</b>	35.00%	35.00% or more*

AMQ Products	Price List / Order Size (in CAD/USD)		
	Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
<b>Tektis</b>	49.83%	54.13%	54.13% or more*
<b>Embank</b>	55.20%	58.13%	58.13% or more*
<b>Intro Work Tools</b>	54.76%	57.90%	57.90% or more*
<b>West Elm Work</b>	49.00%	50.50%	50.50% or more*
<b>Balance of AMQ Catalogue Products</b>	54.75%	58.00%	58.00% or more*

\*Mutually agreed upon discount to be arrived at between Participating Entity, Dealer, and Steelcase. However, the discount to Member shall be no less than the discount in the preceding tier of that pricing category.

**EXCEPTIONS**

- All Price Lists: New Products.
- Coalesse Price Lists: Arzu, Nanimarquina Collection.

**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.)
- For Canadian Orders, the list-dollar amounts will be converted into Canadian Dollars (CAD) using the exchange factor of the corresponding Price List, and the discount will be applied to the applicable Steelcase Canada Price List(s).

**PARTNER PRODUCTS** - A general term which includes third party products sold in accordance with this Agreement. Partner Products include: FLOS Lighting, Bolia, Extremis, Moooi, Uhuru, Mattiazzi, Tom Dixon, Established & Sons.

Notwithstanding anything to the contrary, Product 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 Sourcewell. 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 Products. Orders for Partner Products are not subject to change or cancellation without charge once the Order has been received. Steelcase will pass along any warranty with respect to Partner Products.

**APPLIED RESEARCH + CONSULTING** - Through a team of experienced of consultants, ARC brings deep knowledge to our customers and delivers benefits that typically include alignment of the workspace strategy, business strategy and desired behaviors; validation of how people work and interact with others—and their work environment; a co-created, integrated solution that supports the business direction; development of higher performing solutions; and employee and leadership buy-in for the proposed solution. Notwithstanding anything to the contrary, Applied Research + Consulting will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.

**WORKPLACE TOOLS + RESOURCES** - Through a combination of asking, observing, and creating experiences to bring a deeper understanding of the explicit, tacit, and latent needs to be uncovered. WT+R can host discovery exercises and collaborative situation workshops with Sourcewell Members that focus on understanding workplace issues of your organization and user needs. They also offer concept reviews of applications that help our customers to visualize the ways Steelcase products can support specific workplace needs in place, posture, and control. Notwithstanding anything to the contrary, Workplace Tools + Resources will not be subject to reporting or administrative fee payment for Contract Sales Activity unless otherwise agreed to in writing by Steelcase on a case-by-case basis.



---

**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 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 [CustomerService@smithsystem.com](mailto:CustomerService@smithsystem.com).

**AMQ PRODUCTS** - A third-party product which is manufactured by AMQ Solutions, LLC (“AMQ”), a subsidiary company of Steelcase. Any intellectual property related to AMQ Products sold under this Agreement will be owned and retained by AMQ. Steelcase will pass along any warranty with respect to AMQ Products sold under this Agreement. AMQ reserves the right to make changes in design and material, as well as discontinuance of parts and units when such action is deemed to be an improvement in design, function and/or construction.



**PRODUCTS AND PRICING (continued)**

**DEALER SERVICES AND RATES**

The rates below are subject to periodic rate increases, subject to prior written notification from Steelcase. Other terms may apply due to specific scope and will be quoted by the Dealer on a case-by-case basis. Rates are ceiling-based rates.

SERVICE FEES	RATES
<b>UNION/PREVAILING WAGE INSTALLATION/REPAIR/DELIVERY</b>	
Standard Straight Time, per hour*	Per Local Rates
Time and Half, per hour*	Per Local Rates
Double Time, per hour*	Per Local Rates
<i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	
<b>NON-UNION WAGE INSTALLATION/REPAIR/DELIVERY</b>	
Standard Straight Time, per hour*	\$90.00
Time and Half, per hour*	\$135.00
Double Time, per hour*	\$180.00
<i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	
<b>PROJECT MANAGEMENT/COORDINATION &amp; DESIGN SERVICES</b>	
Project Management/Coordination, per hour	\$110.00
Field Verifications	\$100.00 per hour
Floor Core locations	
Inventory of existing product in field	
Coordination of electrical	
Design Programming with schematic design	
Space Planning	
Occupancy Planning/CAD Drafter	
Test Fits	
Accessorizing	
Architectural Finish Selection	
Strategic Planning Services	\$150.00
Reconfiguration of existing product with or without new product	\$125.00
Furniture Renderings: depending on type requested	\$150 to \$600 each
Virtual Reality Simulation	Quoted to scope
<b>WAREHOUSE &amp; ASSET MANAGEMENT</b>	
Storage	\$5 per cubic ft per month
Asset Management	\$90.00 per hour
Long Term Asset Management of products (per separate Agreement)	Quoted to scope
Ins and Outs	
On-Site Asset Management	
<b>MOVE MANAGEMENT</b>	
Decommissioning Services	Quoted to scope
Move Management Services	



**PRODUCTS AND PRICING (continued)**

**DEALER SERVICES AND RATES (continued)**

SERVICE FEES	RATES
<b>MAINTENANCE/REPAIR/REFURBISHING</b>	
Maintenance* – Servicing accessories: locks, chairs, keyboards, monitor arms, etc. <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$90.00/hr. Std. Straight Time \$135.00/hr. Time & Half \$180.00/hr. Double-time
Maintenance* - Repair, Refinishing, Touch up, trim repainting; laminate trim/edge repairs <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$80.00-\$130.00/hour Std. Straight Time Plus Travel
Fabric Cleaning*: seating and panel <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$35.00 each piece* Plus Travel
Seating fabric-guarding* (task, desk, and side chairs) <i>*Added Terms may apply, minimums, after hours, Sundays, holidays, etc.</i>	\$35.00 per chair* Plus Travel
Leather Seating Upholstery Cleaning	Quoted to scope
<b>MISCELLANEOUS</b>	
Supplier Personnel travel expenses	Member’s Prior Approval
Disposal/Recycling	Quoted to scope

Travel expenses will be quoted extra.

**Additional Services**

Rates submitted for services are ceiling-based rates which will vary based on pricing variables such as varying site conditions, hours of installation, size of projects, and other factors. These rates are ceiling-based, and therefore we encourage Sourcewell Members to negotiate lower rates for these services on a project-by-project basis with authorized Steelcase Dealers, when more specific project information is known.

**Union or Prevailing Wage**

Where applicable, servicing Dealers will abide by union or prevailing wage rates and quote accordingly.

**Customer Own Material (“COM”)**

Customer Own Material (“COM”) includes fabric, laminates, and non-contracted ancillary products. COMs are allowed and may include an associated dealer mark-up and in some cases a freight charge, depending on the COM selected by the Member. COM mark-up will have a 35% ceiling.

**Additional Charges May Apply For:**

- Orders of an aggregate unit quantity, example of 1 - 10 chairs, desks, files, peds, etc. - CB \$300 fee per delivery.
- Major Metro Markets and any non-ground floor installation: CB 1% - 3.5% of list product value
  - Major Metro Markets include large population centers and urban environments.
- Installation in a clinical/medical environment: CB 1% - 3.5% of list product value
- Special restrictions or limits established by local laws, ordinances, or the directions of the Member, including yet not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: CB 1% - 3.5% of list product value
- Installations outside normal service area, which is typically a 25-mile radius of the servicing dealer: CB 2% of list product value.



- 
- Local Prevailing Wage and/or Union Labor Rates
  - Any additional charges shall be quoted by the dealer and approved by the Member prior to performance of the work.
  - "CB" = Ceiling Based