

**Solicitation Number: RFP #091423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Fellowes, Inc., 1789 Norwood Avenue, Itasca, IL 60143 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Furniture Solutions with Related Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 4, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

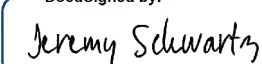
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell


Fellowes, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/29/2023 | 5:27 PM CST

DocuSigned by:

By: 5A03CC4E666343B...
Melissa Fuller
Title: Vertical Markets Contract Manager
Date: 11/29/2023 | 12:40 PM CST

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 11/30/2023 | 8:25 AM CST

RFP 091423 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Fellowes, Inc.
Address: 1789 Norwood Ave
Itasca, Illinois 60143
Contact: Melissa Fuller
Email: mfuller@fellowes.com
Phone: 812-639-8141
HST#: 36-0770670

Submission Details

Created On: Thursday July 27, 2023 10:35:04
Submitted On: Wednesday September 06, 2023 17:22:41
Submitted By: Melissa Fuller
Email: mfuller@fellowes.com
Transaction #: f9464046-3a39-4217-8e49-e985b6b62e77
Submitter's IP Address: 216.176.119.31

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Fellowes, Inc	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Fellowes, Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Legacy names: Trendway Corporation ESI Ergonomic Solutions These names have gone away and are now joined to be part of Fellowes, Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	63090	*
5	Proposer Physical Address:	1789 Norwood Ave Itasca, IL 60143	*
6	Proposer website address (or addresses):	www.fellowes.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Melissa Fuller Vertical Markets Contract Manager mfuller@fellowes.com 812-639-8141	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melissa Fuller Vertical Markets Contract Manager mfuller@fellowes.com 812-639-8141	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Amy Maxey Director of Vertical Market Sales amaxey@fellowes.com 812-661-0599	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Thank you for the opportunity to submit a proposal for consideration in RFP 091423 - Furniture Solutions with Related Accessories and Services category. We believe the products and solutions we're offering will support the needs and goals of your participating entities.</p> <p>For over 50 years, Trendway has been dedicated to building beautiful products that create better places for people to enjoy work. We're committed to delivering them with remarkable quality, speed, and ease. Our full portfolio of fine-quality interior architecture, contract furniture, and air purification products are produced by a workforce dedicated to quality and performance, and equally committed to serving our communities.</p> <p>ESI is a customer-obsessive organization that designs, develops, and distributes work gear that allows individuals to create highly productive and comfortable environments. Leveraging a foundation of operational excellence, product innovation, and distribution management, ESI strives to exceed the expectation of our customers, users, team members, and stakeholders. We provide monitor arms, crank and electric height adjustable tables, keyboard combinations, power solutions, sit-to-stand solutions, wall-mounted and mobile workstations, laptop solutions, and task lighting. Geared for today's fast-paced lifestyle, our extensive catalog of work gear empowers workers to be energized and productive.</p> <p>Over 100 years ago, Harry Fellowes began presenting his original Bankers Box to Chicago area banks which addressed a growing problem: disorganized paper records. Today Fellowes Brands is a global leader in a broad range of innovative solutions which help professionals be their best and feel their best. Fellowes Brands is family-owned and led into its fourth generation, and its founding principles from the early days remain its heartbeat and compass. The culture at Fellowes is marked by people who care and have a sense of purpose that is committed to making a positive impact on the users of our solutions, our people, our earth, and our local communities.</p> <p>The transition of ESI and Trendway to the Fellowes Brand is underway. Throughout 2023, Fellowes will be expanding its brand beyond workspace products to a broader range of WorkLife solutions.</p> <p>Trendway and ESI have been dedicated to the public sector, having held multiple state and federal contracts for over 50 years. Fellowes Brands acquired ESI in 2017 and Trendway in 2019, creating a team of people dedicated to offering the best in office products and commercial office furniture. ESI and Trendway customers will now have the advantage of the expansive international equity and reach of the 100-year historic Fellowes brand. We hold several contracts under the Trendway and ESI names that include Federal, State, Local, Education, and Cooperatives. We will be working in the next few months to novate these contracts to the Fellowes' name. At that time, or at the time of rebid, we will be changing our discount structures on all contracts to be inclusive of the Trendway and ESI products now under the Fellowes brand. This will allow Sourcewell to be at our best or equal pricing to other similarly situated contracts.</p> <p>We believe in a fully Integrated lifestyle of wellness for WorkLife. In all that we do, we convey a sense of vitality, optimism, and energy. We craft thoughtful experiences —</p> <p>with our products, our presence, and our people — that optimistically demonstrate the potential of how rich and vibrant our daily life can be. We are not a passive entity; we are on a journey of innovation that requires dedication, curiosity, and tenacity. As such, in all that we do we maintain a forward-looking posture — eager to imagine, create, test, and bring the very best solutions to life. This trait inspires us and our customers to never settle and always achieve our best. We're sincere, intentional, and candid. Simple as that. Our family-founded beginnings instilled a degree of earnestness and humility that still permeates and informs our brand today, and we lead with this commitment to authenticity in the way that we care for our customers and innovate with quality on their behalf.</p> <p>Fellowes Brands has made significant investments toward our ability to provide furniture solutions, workspace, modular walls, and air quality management solutions. We are excited about the potential to secure this agreement with Sourcewell in the Furniture Solutions with Related Accessories and Services category.</p>
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11	What are your company's expectations in the event of an award?	<p>Management of the overall national program will be led by the Vertical markets team and specifically the Director of Vertical Markets and the Vertical Market Contract Manager. This team, along with the Fellowes sales team, will be actively involved with Sourcewell and events such as NIGP, NAEP, and multiple other regional trade shows targeting Sourcewell participating entities.</p> <p>We will create a master marketing plan for the Sourcewell contract that will include</p> <ul style="list-style-type: none"> • A comprehensive training program for our sales team • Regular emails to our resellers • Working with Sourcewell on marketing opportunities to their Members • Keeping Sourcewell in front of our sales team and distribution through monthly newsletters and marketing materials focused on Sourcewell for our sales team to distribute. <p>We have a Vertical Market Contract Manager dedicated to Nationwide contracts and they will be managing the Sourcewell Contract. Sourcewell will be a priority for Fellowes and the Vertical Market Contract Manager will be dedicated to keeping the contract current and ensure any changes/updates are being communicated effectively to the sales team.</p> <p>The Vertical Market Contract Manager will work closely with Sourcewell to ensure we are doing everything we can to market to the Sourcewell Member effectively as well as our sales team and dealers and to make sure we are utilizing all of the tools available to us through Sourcewell.</p> <p>First and foremost, Fellowes will notify our Regional VP of Sales who will coordinate training with our Independent Sales Representatives and our Authorized Dealers.</p> <p>Within one week of award:</p> <p>Fellowes' Vertical Markets Contract Manager, jointly with Sourcewell, will work to create and launch a press release announcing the new contract and award.</p> <p>Fellowes will communicate the award through social media and email distribution.</p> <p>Within 30 days of award:</p> <ul style="list-style-type: none"> • Fellowes will schedule a meeting with Sourcewell to review contract expectations. • Fellowes will develop a nationwide joint marketing/sales plan with Sourcewell. • Fellowes' Vertical Markets Contract Manager, along with the Director of Vertical Markets, will review, train, and present contract conditions with our Regional VP of Sales, Independent Sales Reps, Customer Service, Order Entry, and Marketing teams. <p>Within 90 days of award:</p> <ul style="list-style-type: none"> • Fellowes will develop a training schedule for Fellowes' Regional VP of Sales, Independent Sales Reps, and our Authorized Dealers that highlight the new award. • Fellowes will design co-branded marketing materials on our internal website and Sourcewell's website and distribute to our Independent Sales Reps. • Fellowes will complete the training presentation and roll it out to Fellowes Authorized Dealers. • Fellowes will develop a tracking plan for new contract progress. 	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment CY23 Q2 Quarterly Compliance.	*
13	What is your US market share for the solutions that you are proposing?	3%	*
14	What is your Canadian market share for the solutions that you are proposing?	.5%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. N/A	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Fellowes is a manufacturer.</p> <p>Our organization is a private family-owned business and consists of a leadership team and a Vertical Markets Team dedicated to Public Sector Contracts, as well as extensive field sales representatives across the United States and Canada that is outlined below.</p> <p>Local Representation: Fellowes distributes our products through our authorized dealer network that is authorized to sell and service Fellowes products on a local level. We have over 800 dealers nationwide. Fellowes also has a sales force of over 80 Independent Sales Reps. These Independent Sales Reps are responsible for distribution, overall account maintenance, and sales direction. Regionally located, they work directly with our Authorized Dealer Network and Participating Entities to develop account management plans as needed.</p> <p>Direct Representation: Fellowes has 6 direct Regional Sales VPs who are responsible for providing account support and ensuring project integrity within their region. In addition, we have 3 direct Area Sales Managers located in Atlanta, San Francisco, and Connecticut. The Area Sales Managers are responsible for supporting the efforts of the Regional Sales VPs but also providing more direct factory support with both the Independent Sales Reps as well as the Authorized Dealers within their geographic region. Fellowes also has 6 direct Architectural Product Representatives. This position is responsible for supporting existing and developing new business opportunities in consultation with Fellowes Independent Rep. Group(s), Fellowes Market Managers, and Fellowes dealers with the following:</p> <ul style="list-style-type: none"> • Collaboratively works with Fellowes Architectural Products dealer sales force members to ensure Fellowes products have name recognition and are preferred products within their company product portfolios. • Calls on and influences A&D firms, General Contractors, and Corporate Real Estate firms in order to get Fellowes Architectural products specified and selected for projects and/or clarify details for coordination of execution of the project. • Maintains a thorough understanding of Fellowes Architectural products and capabilities as well as competitive product lines. <p>Travels up to 60 percent of time away from the office to dealer locations, account locations, A&D firms, etc. to make sales presentations, call-on existing accounts, view installations, problem solve, etc.</p> <ul style="list-style-type: none"> • Works in Dealer Development with Regional Manager by metro area. • Dealer development through training in; product details, project delivery, and process and sales tactics, and positioning. <p>Fellowes also has 6 direct Architectural Product Tech Representatives to offer additional support for our Demountable Walls products.</p> <p>Customer Service and Order Management: Each region has a dedicated Customer Service Representative and a dedicated Order Management Specialist.</p> <p>Contract Assistance: You will have a Vertical Market Contract Manager dedicated to the Sourcewell Contract.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Fellowes is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. Fellowes complies with applicable federal, state, local, and industry laws for each purchasing member location.</p> <p>Fellowes will work with third-party certified service providers to obtain a license verification and insurance certificates for all providers whom we work with.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Fellowes has not been subject to any suspension or disbarment in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Recent Awards</p> <p>Michigan Neighborhood Environmental Partner Awarded by the State of Michigan Department of Environmental Quality for continued support of community environmental quality.</p> <p>Michigan's Best and Brightest Companies to Work For Only companies that distinguish themselves as having the most innovative and thoughtful human resources approach receive this honor.</p> <p>Michigan's Best and Brightest in Sustainability The National Association for Business Resources named Trendway a winner in their annual "Michigan's Best and Brightest in Sustainability®", which celebrates companies that are making their businesses more sustainable, the lives of their employees better and the community locally and globally better as a whole.</p> <p>Michigan's Best and Brightest in Wellness The Best and Brightest in Wellness celebrates companies that are making their businesses healthy, the lives of their employees better and the community a healthier place to live.</p> <p>Top Workstation/Systems Manufacturer Office Furniture Dealers Alliance (OFDA) polled hundreds of North American Dealers for their Manufacturers of the Year Survey.</p> <p>Readers' Choice Best Products Interiors & Sources polled their readers to find out which products and furnishings were their favorites, and Trendway's Capture® System received Honorable Mention.</p> <p>Top Systems Manufacturer Contract Magazine Brand Report conducted an unaided survey which recognized Trendway as a top manufacturer for Systems products.</p> <p>At the recent NeoCon 2016 show in Chicago, INDEAL presented an award to ESI Ergonomic Solutions for providing the "Best Customer Service" to their dealers, independent reps, and customers. This is the third year in a row that ESI was presented with the award for "Best Customer Service."</p>	*
20	What percentage of your sales are to the governmental sector in the past three years	<p>Governmental Sector Sales (Trendway)</p> <p>2020 - 30%</p> <p>2021 - 17%</p> <p>2022 - 13%</p> <p>Governmental Sector Sales (ESI)</p> <p>2020 - 11%</p> <p>2021 - 12%</p> <p>2022 - 13%</p>	*
21	What percentage of your sales are to the education sector in the past three years	<p>Education Sector Sales (Trendway)</p> <p>2020 - 16%</p> <p>2021 - 34%</p> <p>2022 - 25%</p> <p>Education Sector Sales (ESI)</p> <p>2020 - 5%</p> <p>2021 - 6%</p> <p>2022 - 7%</p>	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>OMNIA (Trendway)</p> <p>2020 - \$1,898,142.95</p> <p>2021-\$5,969,725.25</p> <p>2022-\$2,635,677</p> <p>OMNIA (ESI)</p> <p>2020 - \$1,298,681</p> <p>2021 - \$1,305,167</p> <p>2022 - \$2,337,789</p> <p>BuyBoard (Trendway)</p> <p>2020 - \$22,142.55</p> <p>2021- \$20,699.81</p> <p>NCPA (Trendway)</p> <p>2020 - \$1,051.54</p> <p>2021- \$8,862.98</p> <p>2022- \$140,493</p>	

NCPA (ESI)

2020-\$98,234

2021 - \$156,378

2022 - \$73,725

TIPS (Trendway)

2021- \$99,396.43

2022- \$28,801

TIPS (ESI)

2020 - \$37,206

2021 - \$53,291

2022 - \$111,037

State of Alabama (Trendway)

2020- \$85,929.53

2021- \$86,959.76

2022- \$192,050

State of Alabama (ESI)

2020 - \$61,608

2021 - \$80,196

2022 - \$57,363

CMAS (Trendway)

2020 - \$146,617.17

2021- \$107,882.27

2022- \$159,631

CMAS (ESI)

2020 - \$14,033

2021 - \$74,955

2022 - \$3,261

State of Connecticut (Trendway)

2020- \$71,745.59

2021- \$483.22

2022- \$219,077

State of Florida (Trendway)

2020- \$866,730.51

2021- \$584,482.88

2022- \$1,006,509

State of Florida (ESI)

2020 - \$271,737

2021 - \$315,490

2022 - \$658,036

State of Georgia (Trendway)

2020- \$310,322.46 3

2021- \$531,482.58

2022- \$331,076

State of Mississippi (Trendway)

2020- \$23,188.54

2021- \$101,636.00

2022- \$150,829

State of Mississippi (ESI)

2020 - \$13,613

2021 - \$61,368

2022 - \$53,530

State of North Carolina (Trendway)

2020- \$166,265.83

2021- \$132,341.84

2022- \$112,289

State of North Carolina (ESI)

2020 - \$61,652

2021 - \$44,020

		<p>2022 - \$44,887</p> <p>State of NJ (Trendway) 2020- \$452,339.21 2021- \$358,198.45 2022- \$341,987</p> <p>State of NY (Trendway) 2020- \$67,256.53 2021- \$326,337.42 2022- \$260,721</p> <p>State of NY (ESI) 2020 - \$64,849 2021 - \$69,514 2022 - \$67,845</p> <p>State of Ohio (Trendway) 2020- \$45,141.96 2021- \$70,149.02 2022- \$73,606</p> <p>State of Pennsylvania (Trendway) 2021- \$38,993.15 2022- \$29,605</p> <p>State of Pennsylvania (ESI) 2020 - \$124,107 2021 - \$94,303 2022 - \$119,651</p> <p>State of South Carolina (Trendway) 2021- \$38,993.15 2022- \$88,896</p> <p>State of South Carolina (ESI) 2020 - \$31,830 2021 - \$132,318 2022 - \$237,857</p> <p>State of Wisconsin (Trendway) 2021- \$19,101.62 2022-\$24,914</p> <p>State of New Mexico (ESI) 2020 - \$94,445 2021 - \$294,273 2022 - \$228,965</p>	
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA 2020 - \$5,984,762.79 2021 - \$6,061,960.28 2022- \$4,380,564</p> <p>Navy BPA 2020 - \$2,871,513.88 2021- \$1,079,027.47 2022- \$834,005</p> <p>GSA (ESI) 2020 - \$2,942,213 2021 - \$2,908,294 2022 - \$3,452,709</p> <p>VA IDIQ (ESI) 2020 - \$1,494,818 2021 - \$1,865,585 2022 - \$3,432,896</p>	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Jersey City Board of Education	Franklin Walker, Superintendent Fwalker@jcboe.org	201.915.6000	*
Stafford County Public Schools	Wendy Cole, Procurement Officer colewe@staffordschools.net	540-658-6709	*
Wounded Warrior Project	Julie Williams jwilliams@woundedwarriorproject.org	904-800-6460	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Jersey City Board of Education	Education	New Jersey - NJ	Provided air purification units and filters.	2,260,163.93 1,357,347.65	\$3,617,511.58	*
Compton College	Education	California - CA	Provided furniture.	\$483,083.05	\$483,083.05	*
ACCD PALO ALTO CAMPUS	Education	Texas - TX	Provided furniture.	445,347.47	445,347.47	*
US ORAL SURGERY MGMT	Government	Texas - TX	Provided furniture.	426,346.45	426,346.45	*
REDSTONE ARSENAL	Government	Alabama - AL	Provided furniture.	222,791.49	222,791.49	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	<p>Local Representation: Fellowes distributes our products through our authorized dealer network that is authorized to sell and service Fellowes products on a local level. We have over 800 dealers nationwide. Fellowes also has a sales force of over 80 Independent Sales Reps. These Independent Sales Reps are responsible for distribution, overall account maintenance, and sales direction. Regionally located, they work directly with our Authorized Dealer Network and Participating Entities to develop account management plans as needed.</p> <p>Direct Representation: Fellowes has 6 direct Regional Sales VPs who are responsible for providing account support and ensuring project integrity within their region. In addition, we have 3 direct Area Sales Managers located in Atlanta, San Francisco, and Connecticut. The Area Sales Managers are responsible for supporting the efforts of the Regional Sales VPs but also providing more direct factory support with both the Independent Sales Reps as well as the Authorized Dealers within their geographic region. Fellowes also has 6 direct Architectural Product Representatives. This position is responsible for supporting existing and developing new business opportunities in consultation with Fellowes Independent Rep. Group(s), Fellowes Market Managers, and Fellowes dealers with the following:</p> <ul style="list-style-type: none"> • Collaboratively works with Fellowes Architectural Products dealer sales force members to ensure Fellowes products have name recognition and are preferred products within their company product portfolios. • Calls on and influences A&D firms, General Contractors, and Corporate Real Estate firms in order to get Fellowes Architectural products specified and selected for projects and/or clarify details for coordination of execution of the project. • Maintains a thorough understanding of Fellowes Architectural products and capabilities as well as competitive product lines. <p>Travels up to 60 percent of time away from the office to dealer locations, account locations, A&D firms, etc. to make sales presentations, call-on existing accounts, view installations, problem solve, etc.</p> <ul style="list-style-type: none"> • Works in Dealer Development with Regional Manager by metro area. • Dealer development through training in; product details, project delivery, and process and sales tactics, and positioning. <p>Fellowes also has 6 direct Architectural Product Tech Representatives to offer additional support for our Demountable Walls products.</p> <p>Customer Service and Order Management: Each region has a dedicated Customer Service Representative and a dedicated Order Management Specialist.</p> <p>Contract Assistance: You will have a Vertical Market Contract Manager dedicated to the Sourcewell Contract.</p>	*
27	Dealer network or other distribution methods.	<p>Local Representation: Fellowes distributes our products through our authorized dealer network that is authorized to sell and service Fellowes products on a local level. We have over 800 dealers nationwide. Fellowes also has a sales force of over 80 Independent Sales Reps. These Independent Sales Reps are responsible for distribution, overall account maintenance, and sales direction. Regionally located, they work directly with our Authorized Dealer Network and Participating Entities to develop account management plans as needed.</p>	*
28	Service force.	<p>Local Representation: Fellowes distributes our products through our authorized dealer network that is authorized to sell and service Fellowes products on a local level. We have over 800 dealers nationwide. Fellowes also has a sales force of over 80 Independent Sales Reps. These Independent Sales Reps are responsible for distribution, overall account maintenance, and sales direction. Regionally located, they work directly with our Authorized Dealer Network and Participating Entities to develop account management plans as needed.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Fellowes maintains relations with over 800 dealer partners. These dealer partners have been specifically selected to sell, service and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise and sound financial business practices.</p> <p>Fellowes' Authorized Distributors/Dealers will take the following steps to ensure customers are serviced throughout the country:</p> <ul style="list-style-type: none"> • Evaluation of product usage and application • Consulting the agency to make sure needs are met • Provide quotes and specifications • Provide product lead times • Provide color samples • Ensure product specifications are correct and quoted accurately • Place the purchase order with Fellowes • Reconcile the factory acknowledgment with the purchase order • Schedule delivery and installation • Walk-through on the final installation • Complete a construction punch list of missing items or replacements • Invoice end-user for completed project • Train agency on use of and care/maintenance of products • Obtain sign-off or approval that job is completed 	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Fellowes is well-known for a responsive and empowered customer service team. The most overwhelming aspect of our customer service mission is that We Answer the Phone! There are no automated systems here. We believe in the importance of direct and immediate communication with our dealers and customers.</p> <p>Phil Hansen, our Director of Customer Service, has been with Fellowes for the past 12 years and has built an exceptional team of specialists. They receive constant product training not only on current products, but also on other products currently being introduced and used throughout the office furniture industry that relate to Fellowes products in some way.</p> <p>Customer Support is comprised of Customer Service Specialists, a Product Specialist that is available to communicate with dealers and customers directly, and our Customer Service Manager. They are all equally trained to answer product and account questions no matter the part of the World the request originates from. Our Product Specialist and one of our Customer Service Specialists are bi-lingual to enhance the experience of our Spanish- speaking callers.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Fellowes maintains relations with over 700 dealer partners in the United States. These dealer partners have been specifically selected to sell, service and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise and sound financial business practices. Fellowes' Authorized Distributors/Dealers will take the following steps to ensure customers are serviced throughout the country:</p> <ul style="list-style-type: none"> • Evaluation of product usage and application • Consulting the agency to make sure needs are met • Provide quotes and specifications • Provide product lead times • Provide color samples • Ensure product specifications are correct and quoted accurately • Place the purchase order with Fellowes • Reconcile the factory acknowledgment with the purchase order • Schedule delivery and installation • Walk-through on the final installation • Complete a construction punch list of missing items or replacements • Invoice end-user for completed project • Train agency on use of and care/maintenance of products • Obtain sign-off or approval that job is completed 	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Fellowes maintains relations with over 90 dealer partners in Canada. These dealer partners have been specifically selected to sell, service and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise and sound financial business practices. Fellowes' Authorized Distributors/Dealers will take the following steps to ensure customers are serviced throughout the country:</p> <ul style="list-style-type: none"> • Evaluation of product usage and application • Consulting the agency to make sure needs are met • Provide quotes and specifications • Provide product lead times • Provide color samples • Ensure product specifications are correct and quoted accurately • Place the purchase order with Fellowes • Reconcile the factory acknowledgment with the purchase order • Schedule delivery and installation • Walk-through on the final installation • Complete a construction punch list of missing items or replacements • Invoice end-user for completed project • Train agency on use of and care/maintenance of products • Obtain sign-off or approval that job is completed 	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Fellowes can fully supply and service all areas of the United States and Canada through our Authorized Dealer Network.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Fellowes can fully supply and service all participating entity sectors. Other cooperative contracts that Fellowes holds does will not limit our ability to promote the Sourcewell Contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Fellowes ships orders by way of standard ground carrier service dock-to-dock within the contiguous 48 states of the United States.</p> <p>All shipments to Alaska and Hawaii will be shipped F.O.B. factory; freight prepaid, and allowed to the port of exit. Fellowes reserves the right to select the shipping method and the port of exit. All charges beyond the port of exit will be quoted to the Member by the Authorized Dealer.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Management of the overall national program will be led by the Vertical markets team and specifically the Director of Vertical Markets and the Vertical Market Contract Manager. This team, along with the Fellowes sales team, will be actively involved with Sourcewell and events such as NIGP, NAEP, and multiple other regional trade shows targeting Sourcewell participating entities.</p> <p>We will create a master marketing plan for the Sourcewell contract that will include</p> <ul style="list-style-type: none"> • A comprehensive training program for our sales team • Regular emails to our resellers • Working with Sourcewell on marketing opportunities to their Members • Keeping Sourcewell in front of our sales team and distribution through monthly newsletters and marketing materials focused on Sourcewell for our sales team to distribute. <p>We have a Vertical Market Contract Manager dedicated to Nationwide contracts and they will be managing the Sourcewell Contract. Sourcewell will be a priority for Fellowes and the Vertical Market Contract Manager will be dedicated to keeping the contract current and ensure any changes/updates are being communicated effectively to the sales team.</p> <p>The Vertical Market Contract Manager will work closely with Sourcewell to ensure we are doing everything we can to market to the Sourcewell Member effectively as well as our sales team and dealers and to make sure we are utilizing all of the tools available to us through Sourcewell.</p> <p>First and foremost, Fellowes will notify our Regional VP of Sales who will coordinate training with our Independent Sales Representatives and our Authorized Dealers.</p> <p>Within one week of award:</p> <p>Fellowes' Vertical Markets Contract Manager, jointly with Sourcewell, will work to create and launch a press release announcing the new contract and award. Fellowes will communicate the award through social media and email distribution.</p> <p>Within 30 days of award:</p> <ul style="list-style-type: none"> • Fellowes will schedule a meeting with Sourcewell to review contract expectations. • Fellowes will develop a nationwide joint marketing/sales plan with Sourcewell. • Fellowes' Vertical Markets Contract Manager, along with the Director of Vertical Markets, will review, train, and present contract conditions with our Regional VP of Sales, Independent Sales Reps, Customer Service, Order Entry, and Marketing teams. <p>Within 90 days of award:</p> <ul style="list-style-type: none"> • Fellowes will develop a training schedule for Fellowes' Regional VP of Sales, Independent Sales Reps, and our Authorized Dealers that highlight the new award. • Fellowes will design co-branded marketing materials on our internal website and Sourcewell's website and distribute to our Independent Sales Reps. • Fellowes will complete the training presentation and roll it out to Fellowes Authorized Dealers. • Fellowes will develop a tracking plan for new contract progress.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Fellowes will utilize social media including Facebook, LinkedIn, and Instagram to announce the newly awarded contract and will also utilize our internal website to market and promote the contract.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Fellowes would like to request monthly or quarterly sales calls with the Sourcewell team to track contract progress and how we might better market the contract to current and future Sourcewell members.</p> <p>First and foremost, Fellowes will notify our Regional VP of Sales who will coordinate training with our Independent Sales Representatives and our Authorized Dealers.</p> <p>Within one week of award:</p> <p>Fellowes' Vertical Markets Contract Manager, jointly with Sourcewell, will work to create and launch a press release announcing the new contract and award. Fellowes will communicate the award through social media and email distribution.</p> <p>Within 30 days of award:</p> <ul style="list-style-type: none"> • Fellowes will schedule a meeting with Sourcewell to review contract expectations. • Fellowes will develop a nationwide joint marketing/sales plan with Sourcewell. • Fellowes' Vertical Markets Contract Manager, along with the Director of Vertical Markets, will review, train, and present contract conditions with our Regional VP of Sales, Independent Sales Reps, Customer Service, Order Entry, and Marketing teams. <p>Within 90 days of award:</p> <ul style="list-style-type: none"> • Fellowes will develop a training schedule for Fellowes' Regional VP of Sales, Independent Sales Reps, and our Authorized Dealers that highlight the new award. • Fellowes will design co-branded marketing materials on our internal website and Sourcewell's website and distribute to our Independent Sales Reps. • Fellowes will complete the training presentation and roll it out to Fellowes Authorized Dealers. • Fellowes will develop a tracking plan for new contract progress. 	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Fellowes is open to working with Members of the Sourcewell contract that require e-procurement platforms. Fellowes currently has a contract-specific catalog with Jaggaer for our State of Georgia contract. Fellowes can create a Member-specific catalog containing only those products and options approved by the Member, including Member-specific pricing for products and associated options. Fellowes' online custom catalogs will allow Members to save time and money by choosing frequently ordered products easily, expedite the order process, and reduce pricing and specification errors.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Fellowes offers an in-depth virtual training platform, the Modules of Success! occurs quarterly and each new Dealers team are expected to participate. The week of training includes nine subject modules that will take place independently from one another over the course of three days. It is highly recommended that all new dealers or dealer sales reps sign up for every module. Topic descriptions and subject matter experts are as follows:</p> <p>Introduction/ Sales Tools</p> <ul style="list-style-type: none"> -Overview of the training schedule, Trenddealer, Sales Resources, Forms to Know <p>Furniture Portfolio – Capture/ Choices</p> <ul style="list-style-type: none"> -Immersion into system products, distinguishing features, and competitive advantages. <p>Furniture Portfolio – Freestanding</p> <ul style="list-style-type: none"> -Immersion into freestanding products, distinguishing features, and competitive advantages. <p>Design Studio</p> <ul style="list-style-type: none"> -Overview of the Design Studio process and best practices when submitting design requests. <p>Architectural Products</p> <ul style="list-style-type: none"> -Overview of walls, AeraMax, Array and resources for successfully selling architectural products. <p>Volo CET Training</p> <ul style="list-style-type: none"> -Positioning Fellowes in your market, identifying new opportunities, and resources for more wins! <p>Customer Care</p> <ul style="list-style-type: none"> -Order entry training, logistics, and contacting your Customer Care rep. <p>Marketing</p> <ul style="list-style-type: none"> -Navigating sales tools and resources, understanding Fellowes materials offering, and product development process. <p>Design Strategies</p> <ul style="list-style-type: none"> -Tips and tricks when designing with Fellowes products, FAQs and need-to-knows for design. <p>Vertical Markets</p> <ul style="list-style-type: none"> -Overview of VM team, focus markets, and strategies for pursuing public sector opportunities. <p>Architectural Products 2.0</p> <ul style="list-style-type: none"> -AP Project Influencers and how to find projects, then staying on track with product options and cost knowledge to stay on budget. <p>Architectural Products - Air Purifiers</p> <ul style="list-style-type: none"> -Intro to the hottest growing, and vitally important, market of air purification. How to gain traction, overcome objections, and position our products to beat the competition. <p>Fellowes and our dealer network provide a variety of training and educational programs for Sourcewell Members. We are open to discussing opportunities with Sourcewell. Costs for dealer services may vary depending on scope and nature of agreement.</p> <p>Fellowes provides published installation/ assembly instructions and user / maintenance manuals for products directly to the dealer network and Members at no additional cost.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>The FlexCharge series puts power within reach for any type of workspace—whether it is an individual desk, benching environment, collaborative area, or conference room. FlexCharge power solutions include both USB, C-Style, Wireless and AC outlets so users can conveniently charge any device.</p> <p>Fellowes has introduced Elea, the only chair that allows you to sit comfortably, move naturally, and be well. Our patent-pending Omni-Kinetic Suspension Technology™ suspended seat inherently adapts to your body's natural movements –allowing for a significantly more active work day.</p>	*

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Fellowes Team S.E.E.D. (Sustainability, Education, Empowerment, Duty) enhances the sustainability of our products, packaging, facilities, and operations through the education of our employees, customers, and suppliers.</p> <p>Our goal is to break down barriers to progress and empower our employees and suppliers to make environmentally preferable choices whenever possible.</p> <p>Through facility optimization and improvements in production efficiency, Fellowes has reduced annual energy consumption. High efficiency plant lighting and energy saving electronics are just a few of the ways we work toward greener manufacturing.</p> <p>Fellowes has implemented company-wide recycling and reduced-waste initiatives from the manufacturing floor to the administrative offices. By creating products from recycled content to refurbishing business machines, we have improved our environmental efforts.</p> <p>Fellowes has found ways to minimize emissions and make manufacturing more eco-friendly. We reduced our VOC output by partnering with ink suppliers for more environmental formulas and decreased our CO2 output by economizing our product packaging.</p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Fellowes, a family-owned company providing trusted workplace solutions for 106 years, is proud to announce that nearly 70 of its contract interiors workspace products have been certified as achieving BIFMA LEVEL 2, the trusted furniture sustainability certification program created to provide a comprehensive and transparent means to confidently source responsibly manufactured products.</p> <p>SCS Global Services, a leading third-party sustainability certifier, evaluated the Fellowes contract interior products to measure them against multiple criteria defined in the ANSI/BIFMA e3 Furniture Sustainability Standard. Included among the 70 products is Rising™ monitor arms, which launched on the market in late February by redefining the monitor arm as a piece of functional beauty that enhances any workspace, all while adhering to the sustainability standards required to achieve LEVEL 2 certification.</p> <p>"Sustainability is a core strategy with Fellowes. There is no better way to measure industry sustainability standards than through BIFMA's Level certification process, and the entire Fellowes team is immensely proud of the achievement of going from Level 1 to Level 2 with our Accessories and Table products," said Todd Holderness, General Manager, Contract Interiors, at Fellowes. "Our commitment to sustainability will continue to grow as we measure and report on our reduction, reuse and recycling of materials: energy use reduction and reuse; VOC and Greenhouse Gas Emissions reduction; and toxic waste elimination."</p>	*
44	Describe any quality management and environmental system certifications attained by your organization (LEED, Greenguard Indoor Air Quality, ANSI, BIFMA or others).	<p>Nearly 70 of Fellowes contract interiors workspace products have been certified as achieving BIFMA LEVEL 2, the trusted furniture sustainability certification program created to provide a comprehensive and transparent means to confidently source responsibly manufactured products.</p> <p>SCS Global Services, a leading third-party sustainability certifier, evaluated the Fellowes contract interior products to measure them against multiple criteria defined in the ANSI/BIFMA e3 Furniture Sustainability Standard.</p> <p>See Attachment - Fellowes BIFMA Level 2 Certification</p>	
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Fellowes does not hold the mentioned certifications above; however, Fellowes' purpose is to pursue and conscientiously partner with a full range of diverse suppliers on a global scale. We have adopted the importance of supplier diversity and support building partnerships with small businesses. We will continue to grow and expand on this important element by focusing on Minority/Women-owned Business Enterprise (MWBEs) and Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) as our core strategy. Fellowes expansive network of Authorized Dealers includes many MWBE and SDVOB dealers. Participating Agencies may utilize a MWBE and SDVOB Authorized Distributor/Dealer through our Master Agreement.</p>	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Fellowes doesn't just sell products, we collaborate with customers to develop practical, effective solutions. Our Design Support Service is provided by a team of interior designers located throughout North America. The Design Studio supports Fellowes Representatives and Dealers.</p> <p>This service is available to Fellowes Dealers as a supplement to their in-house design capability and also to Architecture and Design firms developing Fellowes furniture specifications, preliminary budgets, and conceptual floor plans.</p> <p>DESIGN SUPPORT SERVICES ARE AVAILABLE FOR:</p> <ul style="list-style-type: none"> • Comprehensive Design Projects - Fellowes can provide full design support services for fullscale design projects when Fellowes has been identified as a viable solution for the project. • Typicals - Workstation typical(s) can be produced as a preliminary stage for space-planning and budgeting purposes. • Drawing/Specification Review -The Design Studio can review plans and/or specifications for proper product application and technical specification of electrical, connectors, etc. • General Assistance - We can provide space planning, plan view, 3D and specification support. 	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
47	Do your warranties cover all products, parts, and labor?	This comprehensive warranty applies to all products installed or reconfigured by a Fellowes authorized installer. Fellowes will repair, or at its sole option, replace defective merchandise, free of charge which, when used normally and pursuant to Fellowes' published instructions, and applicable planning guide information, prove to be defective within the period stated. Any and all labor charge backs must be pre-approved by Fellowes.	*
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The Fellowes warranty applies to normal Eight hour, Forty hours per week office use. • Damage caused by improper treatment of the product including exposure to unusual environmental conditions (extreme climates, acids, and moisture).	*
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Fellowes and our Authorized Dealers do not charge customers for labor or associated expenses. Fellowes will reimburse the Authorized Dealer for travel and labor expenses.	*
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certified technicians are available in all regions across the United States and Canada.	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The Fellowes Warranty does not cover products from other manufacturers.	*
52	What are your proposed exchange and return programs and policies?	To receive authorization to return goods, please contact Fellowes' Customer Service Department. All Returned Materials Authorizations expire thirty (30) days from date of issue. Any product returned after thirty (30) days will be refused and returned to sender collect. Electrical components, nonstandard items and fabric-covered goods may not be returned. Replacement products will be billed to you with credit being issued upon return of the product in good condition. All goods returned must be in the original Fellowes packaging. Goods will be inspected for damage upon return. No credit will be issued for goods which are damaged. A return authorization will not be issued for items unless they are Fellowes stock items. If material is authorized for return because of Fellowes error, shipment may be made freight collect. Any other goods that Fellowes authorizes a return will be sent prepaid and a restocking charge of 35% will apply. Fellowes offers free returns for any accessory product returned in the original Fellowes packaging. Fellowes does not accept returns of any made to order, special or custom product.	*
53	Describe any service contract options for the items included in your proposal.	The Fellowes contract discounts will include dock delivery with services being added and quoted on a per project basis by our Authorized Dealer. Inside delivery, and installation (described below) may be quoted and provided on a per project basis. Fellowes and our Authorized Dealers will support your participating entities that have an alternate or unique service contract based on the Sourcewell contract. Project Management can be a valuable service offered by our Authorized Dealers. This service usually includes field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with the purchaser and other contractors, and creation and implementation of punch list by a project manager. Design Services are offered by Fellowes to our Authorized Dealers free of charge.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	Unless otherwise agreed in writing or stated on the Invoice, all payments are to be made in US Dollars and all amounts payable by Customer shall be due and payable in full 30 days after invoice. Fellowes will not accept the unilateral assessment of any fee, marketing support, co-op or other advertising, expense reimbursement, rebate, offset or any other financial or marketing support not explicitly authorized in writing by an authorized officer of Seller. *
55	Describe any leasing or financing options available for use by educational or governmental entities.	Dimension Funding For most established businesses on deals up to \$500k, Dimension offers our unique "Credit Pre-Screen" provided without any cost or obligation and which requires only the following very minimal customer/client information. Leasing Credit Application is attached in the Standard Transaction Documents section. *
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Sourcewell Members will place their order directly with Fellowes Authorized Dealers. Fellowes Authorized Dealers will accept and enter the order as the seller using the Fellowes Partner Portal CPQ System.</p> <p>The CPQ system is integrated with all Fellowes' business systems through EDI transactions that provide a constant, audited flow of the order information. The CPQ system will allow us to provide quotes, custom product pricing, orders, invoices, reports, and additional data.</p> <p>The Sourcewell Member will initiate orders by sending a written purchase order to Fellowes Authorized Dealers containing the required information listed below:</p> <ul style="list-style-type: none"> • Sourcewell Fellowes contract # • Sourcewell Member purchase order number. • Sourcewell Member ID # • "Ship To" and "Bill To" information • Complete Fellowes product model numbers, specifications, and quantities • Sourcewell Member cost • Requested delivery date • Special shipping requirements <p>Incomplete orders or changes will delay processing and shipment until receipt of all necessary information and Fellowes issuance of revised Sales Order Acknowledgment that will go to the Authorized Dealers. Upon receiving an order, Fellowes will send an acknowledgment with exact pricing information and a scheduled shipping date.</p> <p>Any request for cancellation or change to an order must be submitted within twenty-four (24) hours of receipt of order acknowledgment by Fellowes. Any requested cancellation or change received thereafter will incur a fee. Order changes include the addition/deletion of line items or changes in quantity or requested Ship Date or Ship To address. Order changes that result in a quantity reduction may be subject to an adjustment in pricing. Change or cancellation requests are not considered accepted until Fellowes provides a revised Sales Order Acknowledgment. Changes may result in processing delays or shipping delays. Under no circumstances will changes or cancellations be accepted on any special order, custom product, or worksurface order without the express written consent of Fellowes. All such custom and special orders are non-returnable.</p> <p>Lead-Times and Delays. Fellowes reserves the right to alter lead times as demand for products fluctuate. Stated lead-times begin after a complete order is entered and scheduled. Shipments are subject to product availability. Special products and larger orders may entail extended lead-times. Orders placed by dealers without a requested delivery date will be assigned a delivery date for custom product orders as currently published at www.fellowes.com for our Authorized Dealers.</p> <p>Customer's Own Material or COM. The Fellowes COM program allows customers to use special</p>

		<p>materials. By complying with the COM testing procedure in the steps below, Fellowes will be able to identify if your material is appropriate for application to the products you specify. To comply with the COM process, please follow these steps:</p> <ol style="list-style-type: none"> 1. Select the COM material. 2. Authorized Dealers can check first with www.fellowes.com/, and consult the COM library to determine if this material has already passed testing for manufacturability on the intended product. 3. If the material is pre-approved in the COM Library, customer must submit a COM Order Submission Form (available from Fellowes Customer Service Representative). 4. If the material requested is not in the COM Library, customer must submit a COM test request on-line at www.fellowes.com, send a sample of the COM material (see Test Yardage Requirements below) and include a list of Fellowes product numbers designated for the COM application. Material sample should include pattern name, pattern number and color, manufacturer, direction material should be applied, and Control number from the COM Request Form automated e-mail response. 5. Ship COM samples to: U.S. Mail and UPS/ FedEx Shipment: Fellowes - Attn: COM Request 13467 Quincy Street Holland, MI 49424 6. You will be notified within five working days of receiving the material sample by Fellowes, whether your COM has been approved or disapproved for application. <p>NOTE: Most fabric houses have a yard- age minimum or an upcharge on less than one-yard cuts.</p> <p>NOTE: All COM applications are priced at Grade 1 or Grade A. If Customer desires to use its own material in the production of Fellowes' products, it is necessary to obtain the prior written consent of Fellowes. Whether purchased by Customer or by Fellowes on Customer's behalf, material provided by the Customer shall be shipped to Fellowes at Customer's sole expense and risk of loss. Fellowes will hold Customer's own materials for up to one (1) year from the date of receipt and thereafter return or dispose of such material at Customer's sole cost and expense.</p> <p>Customer hereby holds Fellowes harmless against any and all claims for loss, liability, injury, or damage arising from use of Customer-provided material; and Customer takes full responsibility for performance and quality of Customer-provided material. Customer should also be aware that Customer-provided materials may not qualify for UL Listings and may not meet fire codes. Please discuss specific concerns and special needs with Fellowes Customer Service before to placing your order.</p> <p>Custom Color. Fellowes' Custom Color program allows the customer to specify their own color on many of Fellowes' products. See www.fellowes.com for product availability, individual product guidelines and lead times. Set up fees and lead times are product specific and will vary.</p> <p>To request a Custom Color:</p> <ol style="list-style-type: none"> 1. Complete a Custom Color Request form 2. Send request form along with two 2"x3" samples to Fellowes Customer Service Color Coordinator. 3. After the receipt of the request, Fellowes will provide customer with one color sample. 4. If approved, Dealer or customer completes custom color form, providing the custom match color number on the back of the sample, signs, and returns by fax or mail to Custom Color Coordinator. 5. Samples will be matched under cool white florescent lighting. All orders processed under the Custom Color program will be manufactured within commercially acceptable tolerances. 6. If applicable, dealer will be sent an invoice for \$250 color matching fee per customer, per color. Specials Request form for details. 	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Fellowes Authorized Dealers will process purchase orders and process payments on this contract as a P-card may be negotiated between Member and the Authorized Dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *													
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Fellowes pricing model is a catalog discount for all product series. This model is one in which tiered discounts apply to all product lines. Those discounts are used as a percentage off list pricing for dock delivery with the below freight terms. List pricing for all parts and unit numbers for the products lines on the discount schedule are included in our published Product Catalogs, which is attached in the "Pricing" section with this proposal. Also attached is the proposed discounts to Sourcewell Members.	*												
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	All Fellowes Product Series (all series can be combined to receive volume discounting) \$1-\$10,000 - 53% off list price \$10,001 - \$30,000 - 55% off list price \$30,001 - \$150,000 - 57% off list price \$150,001 - \$350,000 - 60% off list price \$350,001+ - 65% off list price	*												
60	Describe any quantity or volume discounts or rebate programs that you offer.	The below pricing model applies to all Fellowes product lines in the attached price lists. All Fellowes Product Series (all series can be combined to receive volume discounting) <table><tr><th>Tier Range</th><th>Sourcewell Member Discount</th></tr><tr><td>\$1-\$10,000.00</td><td>53%</td></tr><tr><td>\$10,001.00-\$30,000.00</td><td>55%</td></tr><tr><td>\$30,001.00-\$150,000.00</td><td>57%</td></tr><tr><td>\$150,001.00-\$350,000.00</td><td>60%</td></tr><tr><td>\$350,001.00-\$500,000.00</td><td>65%</td></tr></table>	Tier Range	Sourcewell Member Discount	\$1-\$10,000.00	53%	\$10,001.00-\$30,000.00	55%	\$30,001.00-\$150,000.00	57%	\$150,001.00-\$350,000.00	60%	\$350,001.00-\$500,000.00	65%	*
Tier Range	Sourcewell Member Discount														
\$1-\$10,000.00	53%														
\$10,001.00-\$30,000.00	55%														
\$30,001.00-\$150,000.00	57%														
\$150,001.00-\$350,000.00	60%														
\$350,001.00-\$500,000.00	65%														
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	The pricing model applies to all Fellowes product lines (all series can be combined to receive volume discounting) in the attached price lists.	*												

62	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Exceptions to standard prepaid freight are as follows:</p> <ul style="list-style-type: none"> • Customer directed expedites (Air Freight, Team Hauls) will be prepaid by Fellowes and Customer will be billed the difference between standard and expedited freight. • Truckload deliveries that are requested to deliver on weekends, Holidays or after 12:00 noon EST on Fridays will have an additional charge of \$450 per truck. • Excessive unloading (in excess of 2 hours) will be billed at \$50 per hour after the initial 4 hour unloading period. • LTL shipments normally deliver between 8:00 am and 5:00 pm, Monday through Friday. A specific delivery time on your assigned delivery date can be requested for an additional charge of \$150. This charge does not apply to full-truckload shipments. Requests for specific dates/times falling outside standard delivery timeframe for the carrier serving your area constitute Expedites (see Customer-Directed Expedites, above). Expedite charges do apply to full-truckload shipments. • Lift gate service will have an additional charge of \$85 for an LTL carrier. For lift gate service on a truckload, contact Customer Service. • Inside delivery service starts at \$50. Call Customer Service for quote. • Reconsignment cost after shipment starts at \$50. Call Customer Service for quote. • Special equipment requirements call for a quote. <p>Installation.</p> <p>Installation and servicing of Fellowes products are normally handled directly by Fellowes-authorized dealers. When this is not possible, assistance is available by calling Fellowes' Customer Service Department. On-site field measurement and installation support is available as a service. The fees are listed below:</p> <p>Field Installation Assistance: 2 Day On-Site, \$1,200 Field Installation Assistance: 3 Days On-Site, \$1,800 Field Installation Assistance: 4 Days On-site, \$2,400 Field Installation Assistance: 5 Days On-Site, \$3,000 *Days include ½ day travel to and ½ day travel from location. These fees are based on a minimum fourteen (14) business days advanced notification and booking. *Service requests booked less than fourteen (14) business days in advance may be subject to additional fees due to added travel cost. For more information or to place a request, contact Fellowes Customer Service at 1-800-833-3746.</p>	
63	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight terms are as follows:</p> <p>For U.S.:</p> <ul style="list-style-type: none"> • Orders under \$2,500 list will incur a flat \$25 net fee • Orders between \$2,501 list and \$5,000 list will incur a flat \$100 net fee • Orders between \$5,001 list and \$7,000 list will incur a flat \$200 net fee • Orders over \$7,001 list ship free • Residential freight deliveries will incur a flat \$70 net fee. <p>For Canada:</p> <ul style="list-style-type: none"> • Orders under \$3,125 (CAD) list will incur a flat \$50 (CAD) net fee • Orders between \$3,126 (CAD) list and \$6,250 (CAD) list will incur a flat \$125 (CAD) net fee • Orders between \$6,251 (CAD) list and \$9,375 (CAD) list will incur a flat \$250 (CAD) net fee • Orders over \$9,376 (CAD) list ship free • Residential freight deliveries will incur a flat \$140 (CAD) net fee. 	

64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Freight terms are as follows for Canada:</p> <ul style="list-style-type: none"> • Orders under \$3,125 (CAD) list will incur a flat \$50 (CAD) net fee • Orders between \$3,126 (CAD) list and \$6,250 (CAD) list will incur a flat \$125 (CAD) net fee • Orders between \$6,251 (CAD) list and \$9,375 (CAD) list will incur a flat \$250 (CAD) net fee • Orders over \$9,376 (CAD) list ship free • Residential freight deliveries will incur a flat \$140 (CAD) net fee. <p>All shipments to Alaska and Hawaii will be shipped F.O.B. factory; freight prepaid, and allowed to the port of exit. Fellowes reserves the right to select the shipping method and the port of exit. All charges beyond the port of exit will be quoted to the Member by the Authorized Dealer.</p>	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Fellowes maintains relations with over 800 dealer partners in the United States and Canada. These dealer partners have been specifically selected to sell, service and install particular segments of our total product offering based on their demonstrated performance, market awareness, expertise and sound financial business practices.</p> <p>Fellowes' Authorized Distributors/Dealers will take the following steps to ensure customers are serviced throughout the country:</p> <ul style="list-style-type: none"> • Evaluation of product usage and application • Consulting the agency to make sure needs are met • Provide quotes and specifications • Provide product lead times • Provide color samples • Ensure product specifications are correct and quoted accurately • Place the purchase order with Fellowes • Reconcile the factory acknowledgment with the purchase order • Schedule delivery and installation • Walk-through on the final installation • Complete a construction punch list of missing items or replacements • Invoice end-user for completed project • Train agency on use of and care/maintenance of products • Obtain sign-off or approval that job is completed 	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>[1:46 PM] Fuller, Melissa</p> <p>The pricing offered to Sourcewell is comparable to those offered to any other similarly situated GPO, cooperative, and state contracts, such as timeframe, commitment/intent to purchase, product mix, delivery requirements, volume and service levels.</p> <p>Please note as Fellowes begins to novate and negotiate current contracts in the ESI and Trendway name into the Fellowes name, we will be offering Sourcewell equal to or better than pricing at the lowest and highest tier level. If you compare current contracts of Trendway and ESI, the discount tiers are based on product lines, the new discount structure and the discount structure we are proposing to Sourcewell will allow you to combine all Fellowes Contract Interiors products to achieve tiered discounting.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Fellowes processes thousands of orders and deliveries every week. Fellowes has implemented specific processes for our contracts. Upon award of this contract, Fellowes will create a Special Pricing Agreement (SPA) number, which when entered with the order, will automatically assign the correct discounting and terms of the contract. Fellowes will also request a copy of the Participating Agency PO at the time of order entry so we can ensure that our Authorized Dealers are giving the Participating Agency the correct pricing.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Fellowes will be able to track and monitor contract sales on a daily basis. Monthly, we will track sales and maintain a spreadsheet to show monthly sales by rep group and the contract and usage. Additionally, we will be able to determine the territories and dealers that are actively using the contract and adjust our sales efforts and implement additional training and education for our salesforce toward areas that have not shown usage. Fellowes will have active communication with Sourcewell to ensure that we are meeting and exceeding member expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Once awarded a new contract, Fellowes agrees to pay an Administrative Fee equal to 2% of the total Quarterly Net Product Sales. Contract Sales Activity Reports and Administrative Fee payments will be processed and paid in accordance with the terms and conditions of the awarded agreement.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>We are in the business of creating comfortable, affordable, and safe workspaces that are delivered on time, every time. We build products that create better places for people to work and we deliver them with remarkable quality, speed, and ease.</p> <ul style="list-style-type: none"> • Modular Walls • Panel Systems • Freestanding • Desks • Storage • Tables • Ergonomic Solutions • Seating • Air Purifiers • Work Space Accessories <p>From modular walls to workstations, and everything in between, Fellowes delivers with Industry-leading production times.</p> <p>Workspaces are evolving and change is a constant. Our product solutions adapt to change with flexibility and ease. Whether you need to move people, add staff, or reconfigure your entire space, Fellowes products make it easier than ever to roll with the change.</p> <p>Fast installation and easy reconfiguration minimize downtime, maximize return on investment, and provide a sustainable solution</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Architectural Products</p> <ul style="list-style-type: none"> •Volo Wall •Volo Frameless Wall •Trendwall <p>Systems + Freestanding</p> <ul style="list-style-type: none"> • Panel Systems • Frame and Tile Systems • Benching • Desking <p>Desks + Storage</p> <ul style="list-style-type: none"> • Desks • Storage • Executive • Benching <p>Tables</p> <ul style="list-style-type: none"> • Collaborative Tables • Training Tables • Height Adjustable Tables • Standing Height Tables • Conference Tables <p>Seating</p> <ul style="list-style-type: none"> • Conference Seating <p>Accessories</p> <ul style="list-style-type: none"> • Acrylic Panel Toppers • Acrylic Screens • Power Solutions • Lighting <p>Ergonomic Solutions</p> <ul style="list-style-type: none"> • Monitor Arms • Keyboard Solutions • Sit-to-Stand • Portable Work Gear

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Desks and workstations (stationary, sit-to-stand, control and dispatch consoles, charging stations)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Height adjustable tables, sit-to-stand,	*
73	Chairs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Elea Conference/Task Chair	*
74	Tables	<input checked="" type="radio"/> Yes <input type="radio"/> No	collaborative tables, training tables, standing height tables, height adjustable tables, and conference tables	*
75	Modular and demountable walls	<input checked="" type="radio"/> Yes <input type="radio"/> No	Trendwall and Volo	*
76	Cubicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Choices and Capture	*
77	Patio or outdoor	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
78	Seating (benches, fixed stools, ottomans, integrated power systems)	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
79	Casegoods	<input checked="" type="radio"/> Yes <input type="radio"/> No	Desks and storage, benching, executive	*
80	Residential hall furnishings	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a	*
81	Related services including rental, design, space planning, installation, assembly, safety inspection, repair, renovation, refurbishment, re-manufacture, retrofit or recycling services to the offering above; and	<input checked="" type="radio"/> Yes <input type="radio"/> No	n/a	*
82	Proposers may also include related storage and technology integrated furniture solutions, ergonomic solutions and accessories, workspace systems and accessories to the extent that the offering is ancillary or complementary to an offering of Furniture Solutions as described in Lines 72-81 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	air purification which can be integrated in our modular wall solutions. Ergonomic accessories including monitor arms, keyboard trays, sit-to-stand, etc.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
No exceptions taken.	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Fellowes_Pricing.zip - Wednesday September 06, 2023 17:19:11
- [Financial Strength and Stability](#) - CY23 Q2 Quarterly Compliance.pdf - Wednesday September 06, 2023 11:02:04
- [Marketing Plan/Samples](#) - Fellowes Marketing Plan and Samples.zip - Monday August 28, 2023 14:36:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Fellowes_Warranty.pdf - Friday August 18, 2023 14:54:00
- [Standard Transaction Document Samples](#) - Fellowes_Standard Transaction Documents.zip - Wednesday September 06, 2023 13:16:22
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Fellowes_Additional Documents.zip - Wednesday September 06, 2023 17:10:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer’s Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Melissa Fuller, Vertical Markets Contract Manager, Fellowes, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Furniture_Solutions_RFP_091423 Tue September 5 2023 03:34 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Furniture_Solutions_RFP_091423 Thu August 31 2023 12:47 PM	<input checked="" type="checkbox"/>	5
Addendum_2_Furniture_Solutions_RFP_091423 Tue August 29 2023 02:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Furniture_Solutions_RFP_091423 Fri August 18 2023 11:06 AM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT # 091423-FELL**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **Fellowes, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Furniture Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective November 30, 2023, through December 4, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

1. Line item 70 in “Table 14A: Depth and Breadth of Offered Equipment Products and Services” of the Proposal is modified by deleting the following categories:

- Panel Systems
- Freestanding
- Desks

2. Line item 71 in “Table 14A: Depth and Breadth of Offered Equipment Products and Services” of the Proposal is modified by deleting the following subcategories:

Systems + Freestanding

- Panel Systems
- Frame and Tile Systems
- Benching
- Desking

Desks + Storage (Note: in this subcategory, Storage remains in the Contract)

- Desks
- Executive
- Benching

Tables (Note: in this subcategory, Training Tables and Height Adjustable Tables remain in the Contract)

- Collaborative Tables
- Standing Height Tables
- Conference Tables

3. Line item 74 in “Table 14B: Depth and Breadth of Offered Equipment Products and Services” of the Proposal is modified by deleting the following categories:

- Collaborative tables

- Standing height tables
 - Conference tables
4. Line item 76 in “Table 14B: Depth and Breadth of Offered Equipment Products and Services” of the Proposal (Cubicles) is deleted in its entirety.
 5. Line item 79 in “Table 14B: Depth and Breadth of Offered Equipment Products and Services” of the Proposal (Casegoods) is deleted in its entirety.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 9/13/2024 | 12:20 PM CDT

Fellowes, Inc.

Signed by:
By: Melissa Fuller
79F9730D845B47A...
Melissa Fuller

Title: Vertical Markets Contract Manager

Date: 9/13/2024 | 9:09 AM CDT

AMENDMENT #1
TO
CONTRACT # 091423-FELL

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Fellowes, Inc.** (Supplier).

Sourcewell entered into a contract, 091423-FELL, with Supplier to provide Furniture Solutions with Related Accessories and Services to Sourcewell and its Participating Entities, effective November 30, 2023, through December 4, 2027 (Contract).

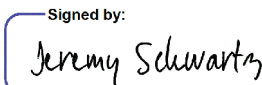
The parties wish to amend the contract to update Suppliers pricing strategy.

NOW, THEREFORE, the parties amend the Contract as follows:

Line items 63 and 64 of “Table 11: Pricing and Delivery” of the Proposal are deleted in their entirety and replaced with the following: “Freight to be determined by category and spend.”

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 2:29 PM CDT

Fellowes, Inc.

Signed by:

By: 66E89582245E4BC...
Charity Piomelli
Public Sector Contracts Manager

Date: 8/12/2025 | 2:59 PM CDT