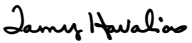




NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

SOLICITATION NUMBER CPPC30034902302805	CONTRACT TITLE Office Furniture and Related Services
CONTRACT NUMBER CC232805002	CONTRACT PERIOD November 14, 2023 through January 21, 2028
REQUISITION NUMBER N/A	MissouriBUYS SYSTEM ID MB00151538
CONTRACTOR NAME AND ADDRESS Steelcase Inc. 901 44 th Street SE Grand Rapids, MI 49508-7594	STATE AGENCY'S NAME AND ADDRESS Statewide Various State Agencies and Locations throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, Contract CC232805002 between the State of Missouri and Steelcase, Inc is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
BUYER Tammy Havalias	BUYER CONTACT INFORMATION Email: tammy.havalias@oa.mo.gov Phone: (573) 751-6108 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE November 14, 2023
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC232805002
REQ NO.: N/A
TITLE: Office Furniture and Related Services

BUYER: Tammy Havalias
PHONE NO.: (573) 751-6108
E-MAIL: tammy.havalias@oa.mo.gov

TO: Steelcase, Inc.
901 44th St. SE
Grand Rapids, MI 49508

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL OR FAX:

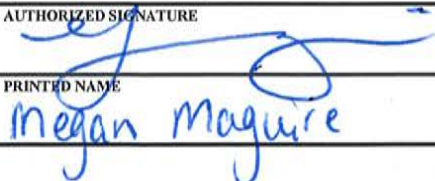
SCAN AND E-MAIL TO:	tammy.havalias@oa.mo.gov
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS LOCATIONS THROUGHOUT THE STATE

The Contractor hereby agrees to provide the products and/or services described in the attached NASPO ValuePoint Contract #MA3969 established by the State of Utah for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME Steelcase Inc.	MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)
MAILING ADDRESS 901 44th Street SE, Grand Rapids, MI 49508-7594	
CITY, STATE, ZIP CODE Grand Rapids, MI 49508-7594	
CONTACT PERSON Kevin Loubert	EMAIL ADDRESS kloubert@steelcase.com
PHONE NUMBER +1 616 2929848	FAX NUMBER
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) ☒ Corporation ☐ Individual ☐ State/Local Government ☐ Partnership ☐ Sole Proprietor ☐ IRS Tax-Exempt	
AUTHORIZED SIGNATURE 	DATE 11/07/2023
PRINTED NAME Megan Maguire	TITLE Manager, Pricing & Contract

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

VENDOR NO TAX DUE

STEELCASE INC
PO BOX 1967
GRAND RAPIDS, MI 49501-1967

DATE ISSUED: 10/03/2023
VALID THROUGH: 01/02/2024

MISSOURI TAX ID NUMBER: [REDACTED]
FEDERAL IDENTIFICATION NUMBER: [REDACTED]

The Missouri Department of Revenue certifies that based on the information provided, the above listed taxpayer or vendor and its disclosed affiliates do not sell taxable tangible personal property or provide taxable services in the State of Missouri. The above vendor and its disclosed affiliates are in compliance with Section 34.040.7, RSMo.

This statement is not to be construed as limiting the authority of the Director of Revenue to pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

This certificate will remain valid until such time as the business activity changes. Please note that any change in or deviation from the operation of this business as originally described will render this letter inapplicable.

TAXATION DIVISION

CONTRACT TITLE: Office Furniture and Related Services

CONTRACT PERIOD: Date of award through January 21, 2028

NOTICE: If the vendor provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the vendor understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

Contract CC232805002 is awarded by the State of Missouri consisting of the following:

- ❖ Steelcase Inc. – Master Agreement
- ❖ Office Furniture and Related Services Request for Proposal
- ❖ Participating Addendum between the State of Missouri and Steelcase Inc.
- ❖ Attachment 1 – Missouri Statewide Quarterly Administrative Fee Report Instructions.
- ❖ Attachment 2 – Missouri Statewide Contract Quarterly Usage Report Instructions.

Scope:

The contractor shall provide products and perform the services specified by the State of Missouri at the discounts provided per category and product line specified within the attached documentation. All references to the State of Utah and NASPO ValuePoint, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Utah and NASPO ValuePoint such as background information, statistical/factual information, etc.

This NASPO ValuePoint Master Agreement may be used by the Office of Administration's Division of Facilities Management Design and Construction (FMDC), political subdivisions and other entities authorized to use statewide contracts in the State of Missouri.

FMDC's use of the contract shall be in accordance with section 217.575 of the Revised Statutes of Missouri (RSMo). **Other state agencies are not authorized to use the contract directly**, but may process orders for furniture through FMDC, if the before referenced Missouri statute is met.

Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The contractor shall submit invoices for products and services provided for the State of Missouri to the address on the purchase order provided by FMDC, university, political subdivision, or other entity authorized to use statewide contracts in the State of Missouri.

The contractor shall understand and agree the following provisions are hereby added to the contract:

1. Cooperative Procurement Program:

- 1.1 The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide office furniture and related services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at <https://revisor.mo.gov/main/OneSection.aspx?section=67.360&bid=2758&hl=>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.**

2. Missouri Statewide Contract Quarterly Administrative Fee:

- 2.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- 2.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 30th calendar day of the month immediately following the end of the calendar quarter, unless the 30th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- a. Payments shall be made using one of the following acceptable payment methods:
- Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, and Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- 2.3 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

3. Missouri Statewide Contract Quarterly Administrative Fee Report:

- 3.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- 3.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 30th calendar day of the month following the reporting quarter entered on the report, unless the 30th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

- 3.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form (**Attachment 1**) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail:

Division of Purchasing,
P.O. Box 809,
Jefferson City MO 65102-0809

OR

Division of Purchasing,
301 West High Street, Room 630,
Jefferson City, MO 65101-1517

Fax: (573) 526-9815

Email: ereports@oa.mo.gov

- 3.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

4. Missouri Statewide Contract Quarterly Usage Report:

- 4.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.

Data Element	Description
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 4.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 30th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 30th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 4.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (**Attachment 2**) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 4.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

5. Federal Funds Requirement:

- 5.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- The percentage of the total costs of the program or project which will be financed with Federal money;
 - The dollar amount of Federal funds for the project or program; and
 - Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- 5.2 The contractor shall understand and agree that the contract may involve the use of American Rescue Plan Act ("ARPA") funds. The contractor shall comply with applicable ARPA Funds Requirements, as amended by the federal government, which may include some or all of the paragraphs contained in the Contractor Receipt of Federal ARPA SFRF Funds Requirements Attachment or other requirements identified by the federal government.

6. Affidavit of Work Authorization and Documentation:

- 6.1 Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor should complete applicable portions of the Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization Exhibit. The applicable portions of **Exhibit A** must be submitted prior to an award of a contract.

7. Contractor's Personnel:

- 7.1 The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- 7.2 If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- 7.3 The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- 7.4 If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
- 7.5 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 7.6 Provide to the Division of Purchasing the documentation required in **Exhibit A** titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 7.7 Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in **Exhibit A** titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

- 7.8 In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

8. Anti-Discrimination against Israel Act Contractor Requirements:

- 8.1 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 8.2 If the contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the contractor shall submit to the Division of Purchasing a completed Box C of **Exhibit B** titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 8.3 If during the life of the contract, the contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to the Division of Purchasing a completed Box C of **Exhibit B** titled, Anti-Discrimination Against Israel Act Certification.
- 8.4 Regardless of company status or number of employees, vendor is requested to complete and submit the applicable portion of **Exhibit B** - Anti-Discrimination against Israel Act Certification with their response. Pursuant to section 34.600, RSMo, if the vendor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the vendor has ten or more employees, the vendor must certify in writing that the vendor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, if awarded a contract, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

9. Executive Order 04-09 - Products and/or Services Provided Outside United States

- 9.1 If any product or service offered under this contract is being performed at sites outside the continental United States, the vendor MUST disclose such facts. Vendor should respond on **Exhibit C** – Products and/or Services outside the United States.

10. Business Compliance:

- 10.1 The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page and exhibits of this original document that the contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The contractor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Secretary of State Registration: In accordance with section 351.572, RSMo, in order to be eligible for a contract award, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State. The contractor should provide the requested information on **Exhibit D**, Registration of Business Name with the Missouri Secretary of State.

- b. State of Missouri Tax Compliance: In accordance with section 34.040.7 RSMo, in order to be eligible for a contract award, the vendor must be in tax compliance with the Missouri Department of Revenue. The Missouri Department of Revenue will issue a "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri. The vendor should provide the requested information on **Exhibit E**, Missouri State Tax Compliance.
 - c. Federal Debarment: The contractor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The contractor should provide its Unique Identity ID number on **Exhibit F** –Federal Funding Unique Identity I.D.
 - d. Filing and Payment of Taxes: The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore, the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.
 - e. Conflict of Interest: Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided on **Exhibit G** - Employee/Conflict of Interest prior to the award of a contract.
- 10.2 Additional Business Compliance: The vendor must be in compliance with the following business requirements if applicable, and upon request by the state, submit documentation verifying compliance:
- 1) Taxes (e.g., city/county/ federal).
 - 2) Certificate of authority to transact business/certificate of good standing (if applicable).
 - 3) State and local certifications (e.g., professions/occupations/activities).
 - 4) Licenses and permits (e.g., city/county license, sales permits).
 - 5) Insurance (e.g., worker's compensation/unemployment compensation).
- 10.3 The contractor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**BUSINESS COMPLIANCE
EXHIBITS A THROUGH G**

Instructions: In order to be awarded a contract, the vendor must be in compliance with the laws regarding conducting business in the State of Missouri.

The vendor certifies by signing the signature page of cover page of this original document that the vendor either is presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance with the vendor's response and upon request by the Division of Purchasing.

- Business Compliance Exhibit A - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization
- Business Compliance Exhibit B - Anti-Discrimination Against Israel Act Certification
- Business Compliance Exhibit C - Services Outside the United States
- Business Compliance Exhibit D - Registration of Business Name with the Missouri Secretary of State
- Business Compliance Exhibit E - State of Missouri Tax Compliance
- Business Compliance Exhibit F - Federal Funding Unique Identity ID
- Business Compliance Exhibit G - Employee/Conflict of Interest

**BUSINESS COMPLIANCE EXHIBIT A
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The vendor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at https://www.e-verify.gov/ . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities, out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

(Complete Box A if you are a non-business entity as defined above)

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐- I am a self-employed individual with no employees; **OR**
- ☐- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under this RFP and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

BUSINESS COMPLIANCE EXHIBIT A, continued
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION

(Complete Box B if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that Steelcase Inc. (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

Megan Maguire

 Authorized Business Entity Representative's
 Name (Please Print)

Steelcase Inc.
 Business Entity Name

mmaguire@steelcase.com
 E-Mail Address



 Authorized Business Entity
 Representative's Signature

11/07/2023
 Date

As a business entity, the vendor must perform/provide each of the following. The vendor should check each to verify completion/submission of all of the following:

- ☐- Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.e-verify.gov/>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- ☒- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the **E-Verify Employment Eligibility Verification page listing the vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed**, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- ☒- Submit a **completed, notarized Affidavit of Work Authorization** provided on the next page of this Exhibit.

BUSINESS COMPLIANCE EXHIBIT A, continued
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION

AFFIDAVIT OF WORK AUTHORIZATION:

The vendor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Nicole Acre (Name of Business Entity Authorized Representative) as HR PROJECT Manager (Position/Title) first being duly sworn on my oath, affirm Steelcase Inc (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Steelcase Inc (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Nicole Acre
Authorized Representative's Signature

Nicole Acre
Printed Name

HR PROJECT Manager
Title

9/14/23
Date

nacre@steelcase.com
E-Mail Address

71085
E-Verify Company ID Number

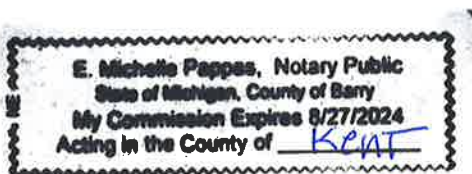
Subscribed and sworn to before me this 14th of September, 2023
(DAY) (MONTH, YEAR) I am

commissioned as a notary public within the County of Barry, State of
(NAME OF COUNTY)

Michigan, and my commission expires on 8/27/2024
(NAME OF STATE) (DATE)

E. Michelle Pappas
Signature of Notary

9/14/2023
Date



BUSINESS COMPLIANCE EXHIBIT A, continued
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION, AND AFFIDAVIT OF
WORK AUTHORIZATION

(Complete Box C if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The **E-Verify Employment Eligibility Verification page OR** a page from the **E-Verify Memorandum of Understanding (MOU)** listing the vendor's name and the MOU signature page completed and signed by the vendor and the Department of Homeland Security – Verification Division
- ✓ A **current, notarized Affidavit of Work Authorization** (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____ (if known)

 Authorized Business Entity Representative's
 Name (Please Print)

Authorized Business Entity
 Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

 E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

 Buyer

 Date

**BUSINESS COMPLIANCE EXHIBIT B,
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification - The vendor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a vendor that <u>meets the definition of “Company”</u> and has <u>ten or more employees</u> . |

BUSINESS COMPLIANCE EXHIBIT B, continued
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Entity Name

 Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

 Company Name

 Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that Steelcase, Inc. **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Megan Maguire

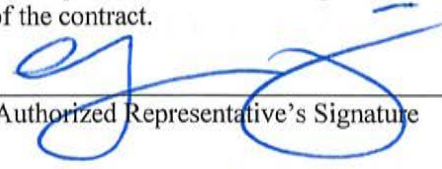
 Authorized Representative's Name (Please Print)

 Authorized Representative's Signature

Steelcase, Inc.

 Company Name

 Date


 11/07/2023

**BUSINESS COMPLIANCE EXHIBIT C
SERVICES OUTSIDE UNITED STATES**

Pursuant to [Executive Order 04-09](#) subparagraph 4, no state agency shall award a contract to a vendor who contemplates performing work (or having a subcontractor perform work) pursuant to the contract at a site outside of the United States, unless one of the exceptions identified below are met. This document must be satisfactorily completed prior to an award of a contract.

Therefore, the vendor must disclose whether services proposed would be performed at a location outside of the United States and provide details in the space below or on an attached page. If vendor does not complete the table below, the vendor is committing to complete all work in the United States for the duration of the contract.

Will any of the services proposed by the vendor (or a proposed subcontractor) be performed at sites outside the United States? <u>If the answer is "yes", then provide the information below.</u> If the answer is "no", then the vendor does not need to complete the rest of this exhibit.	Yes ☐	No ☒
Identify the name of the vendor and/or proposed subcontractor(s) that would be performing services at a site outside the United States.		
Describe the services proposed to be performed at sites outside the United States.		
Identify where the services would be performed at sites outside the United States.		
Identify when (specific timeframe) in the life of the contract the services would be performed at sites outside the United States.		
Identify why the services need to be performed at sites outside the United States.		
Identify whether the proposed services meet at least one of the conditions described in section 4, subparagraphs a, b, c, and d of Executive Order 04-09 and how the exception(s) is met. If the answer is "yes" and exemption applies, then provide the information below.	Yes ☐	No ☒
Mark the appropriate exemption below, and provide the requested details: (a) ☐ Unique good or service that is deemed mandatory pursuant to the requirements herein and has no comparable domestically-provided good or service that can adequately duplicate the unique features provided by the vendor or its subcontractor. EXPLAIN HOW THE GOOD OR SERVICE IS UNIQUE: _____ (b) ☐ Foreign firm hired to market Missouri services/products to a foreign country. . IDENTIFY THE APPLICABLE RFP PARAGRAPHS HEREIN: _____ (c) ☐ A significant or substantial economic cost factor exists that outweighs the economic impact of providing the function or professional services within the United States, and such failure in using the vendor or subcontractor's services would result in economic hardship to the state. EXPLAIN HOW: _____ (d) ☐ Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. IDENTIFY MAXIMUM PERCENTAGE of the overall value of the contract, for any contract period, attributed to the value of the services being performed at sites outside the United States identified above: %		

BUSINESS COMPLIANCE EXHIBIT D**REGISTRATION OF BUSINESS NAME WITH THE MISSOURI SECRETARY OF STATE**

- In accordance with section 351.572, RSMo, the vendor must be properly registered with the Missouri Secretary of State or identify how the vendor's business is exempt from registering with the Missouri Secretary of State.
- In order to verify the vendor is properly registered with the Missouri Secretary of State, the vendor must either be 1) properly registered with the Missouri Secretary of State at time of proposal submission or prior to contract award or 2) must identify how the vendor's business is exempt from registering with the Missouri Secretary of State.

NOTE: For any questions regarding Secretary of State Registration, vendors should go to <https://www.sos.mo.gov/business/startBusiness.asp> or call 866-223-6535, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time, excluding state holidays.

Missouri Secretary of State Registration Verification

Registration Verification Instructions: If the vendor's business is already registered, the vendor should complete the table below with the vendor's business name and the charter number assigned to the vendor's business.

Information on registering with Missouri Secretary of State: If the vendor's business is not yet properly registered with the Missouri Secretary of State, the vendor should refer to the Missouri Business Portal at <https://openforbiz.mo.gov/> for additional information.

Business Name	Steelcase Inc.
Charter Number	F00017606
Proof of Good Standing Status Included	Yes ☒ No ☐
If Proof of Good Standing Not Included, Indicate the Date Vendor Requested Document from Missouri Secretary of State	Date: __/__/____ (MM/DD/YYYY)

Exemptions

Exemption Instructions: If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., the vendor should identify the specific section of 351.572 RSMo., which supports the exemption by placing a checkmark in the appropriate box in the "Indicate if Exemption is Applicable" column in the table below. In addition, the vendor should provide documentation supporting an exemption, if applicable.

Section 351.572 RSMo. Subsection 2. Exemption Description	Indicate if Exemption is Applicable (Check the appropriate box)
(1) Maintaining, Defending, or Settling any Proceeding	
(2) Holding Meetings of the Board of Directors or Shareholders or Carrying on Other Activities Concerning Internal Corporate Affairs	
(3) Maintaining Bank Accounts	
(4) Maintaining Offices or Agencies for the Transfer, Exchange, and Registration of the Corporation's Own Securities or Maintaining Trustees or Depositories with Respect to those Securities	
(5) Creating or Acquiring Indebtedness, Mortgages, and Security Interests in Real or Personal Property	
(6) Securing or Collecting Debts or Enforcing Mortgages and Security Interests in Property Securing the Debts	
(7) Conducting an Isolated Transaction that is Completed Within Thirty Days and that is Not One in the Course of Repeated Transactions of a Like Nature	
(8) Transacting Business in Interstate Commerce	
Other – Provide Description of Exemption (List of Exemptions Above is Not Exhaustive)	

**BUSINESS COMPLIANCE EXHIBIT E
STATE OF MISSOURI TAX COMPLIANCE**

STATE OF MISSOURI TAX COMPLIANCE

In accordance with section 34.040.7, RSMo, Purchasing is precluded from contracting with a vendor or its affiliate who makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo.

In order to verify the vendor's State of Missouri tax compliance with the Missouri Department of Revenue (DOR), the vendor must provide "Vendor No Tax Due" certificate issued by DOR prior to award. By providing the "Vendor No Tax Due" certificate, the vendor is verifying the vendor is either registered to collect sales and/or use tax in Missouri or is not making retail sales of tangible personal property or providing taxable services in Missouri.

The DOR will issue the "Vendor No Tax Due" certificate if the vendor is properly registered to collect and have properly remitted sales and/or use tax, or if the vendor is not making retail sales in Missouri.

How To Obtain A Vendor No Tax Due Certificate

A "Vendor No Tax Due" certificate can be obtained from the Missouri Department of Revenue when a business pays all of its sales/use tax in full, up to date, does not have a sales tax delinquency or does not sell tangible personal property at retail in Missouri.

If taxes are due, depending on the payment history of the business, a cashier's check or money order may be required for payment before a "Vendor No Tax Due" certificate can be issued.

A "Vendor No Tax Due" certificate can be obtained by completing and submitting the Request For Tax Clearance, Form 943, to the Missouri Department of Revenue, Division of Taxation & Collection. This form is available at <http://dor.mo.gov/forms/943.pdf>. Make sure to check item 3 in the Reason For Request section and complete page 2.

For assistance, call (573) 751-9268 or e-mail taxclearance@dor.mo.gov. Additional information regarding section 34.040.7, RSMo, is available on the Department of Revenue's website at <http://dor.mo.gov/business/sales>.

NOTE: Make sure to request a "Vendor No Tax Due" certificate as there are other similar tax clearance forms that do not meet this verification requirement. The steps to obtain a "Vendor No Tax Due" certificate is outlined at <https://dor.mo.gov/taxation/business/tax-types/sales-use/hb600.html>.

Instructions: The vendor should complete the information below regarding their "Vendor No Tax Due" status.

"Vendor No Tax Due" Certificate is Included with the Response (Yes/No)	Yes ☒ No ☐
If the "Vendor No Tax Due" Certificate is Not Included, Identify Date Vendor Requested Certificate From DOR	Date: __/__/____ (MM/DD/YYYY)

**BUSINESS COMPLIANCE, EXHIBIT F,
FEDERAL FUNDING UNIQUE IDENTITY ID**

Federal Debarment: The vendor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any Federal department or agency pursuant to 2 CFR Part 180, or any other applicable law. The vendor should provide its Unique Identity ID number on the table below:

Unique Entity ID: The Unique Entity ID is the official identifier for doing business with the US Government. Vendors should register at <https://sam.gov/content/home> to be assigned a Unique Entity ID. In the table below, identify the Unique Identity ID number and, if applicable, the Parent Organization's Unique Identity ID Number. The Parent Organization's Unique Identity ID number is typically used by large organizations with multiple facilities in several locations. The parent organization's number is the number assigned to the headquarters for the operation.

Vendor Name: Steelcase Inc.	Vendor's Unique Identity ID Number: [REDACTED]
Parent Organization's Name: Steelcase Inc. is the Parent	Parent Organizations Unique Identity ID Number: Steelcase Inc. UEI is [REDACTED]

**BUSINESS COMPLIANCE, EXHIBIT G,
EMPLOYEE/CONFLICT OF INTEREST**

Vendors who are elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information. The information must be provided prior to the award of a contract.

Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following Purchasing website address:

<http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable.

The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

Quarterly Administrative Fee Report

The contractor shall submit a "Quarterly Administrative Fee Report" to the Division of Purchasing (Purchasing) for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Administrative Fee Report" to Purchasing no later than the 15th calendar day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Administrative Fee Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.

Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the first page of your contract with the State of Missouri.
Date Report Submitted	Date Administrative Fee Report is submitted.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email Address	Email address for the person completing the report.

Administrative Fee Payment Calculation - The total amount in payments received (minus returns & credits) from state agency(ies), political subdivision(s), universities, and governmental entities in other states, the Overall Total Payments Received, and the Total Administrative Fee Payment (calculated as 1% of the Overall Total Payments Received) for the Reporting Quarter.

If no payments were received during the Reporting Quarter, check the box below: Complete section if applicable.

Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
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Signature of Responsible Party for Report Content: The signature and title of the person completing the report on behalf of the contractor and the date the report was completed.



Welcome
Katie Hoogewind

≡ MENU

Company Information

Company Name

Steelcase

Company ID Number

7685

Doing Business As (DBA) Name

--

DUNS Number

006016547

Physical Location**Address 1**

901 44th St SE

Address 2

--

City

Grand Rapids

State

MI

Zip Code

49508

County

KENT

Mailing Address**Address 1**

901 44th St SE

Address 2

--

City

Grand Rapids

State

MI

Zip Code

49508

Additional Information

[REDACTED]
[REDACTED]

Total Number of Employees
5,000 to 9,999

Parent Organization
Steelcase, Inc.

Administrator
--

Organization Designation

Employer Category
Federal Contractor without FAR E-Verify Clause

[View / Edit](#)

NAICS Code
337 - FURNITURE AND RELATED PRODUCT MANUFACTURING

[View / Edit](#)

Total Hiring Sites
39

[View / Edit](#)

Total Points of Contact
2

[View / Edit](#)

[View MOU](#)



For more information contact us at 888-464-4218 or E-Verify@dhs.gov.

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

My Company Account

Edit Hiring Sites

A hiring site is the location where employees are hired and they complete Form I-9.

Total Hiring Sites **39**

[+ Add Site](#)

Alabama	1	▼
California	4	▼
Colorado	3	▼
Connecticut	1	▼
Dist of Col	1	▼
Georgia	2	▼
Illinois	2	▼
Massachusetts	1	▼
Maine	1	▼
Michigan	6	▼
North Carolina	2	▼
New Jersey	1	▼
New York	3	▼
Oregon	1	▼
Pennsylvania	2	▼
Texas	5	▼
Washington	3	▼

[Done](#)



Company ID Number: 7685

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and Steelcase (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 7685

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 7685

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 7685

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 7685

USCIS Verification Division

Name (Please type or print)

Electronically Signed

Signature

Title

07/06/2004

Date

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

STEELCASE, INC.

using in Missouri the name

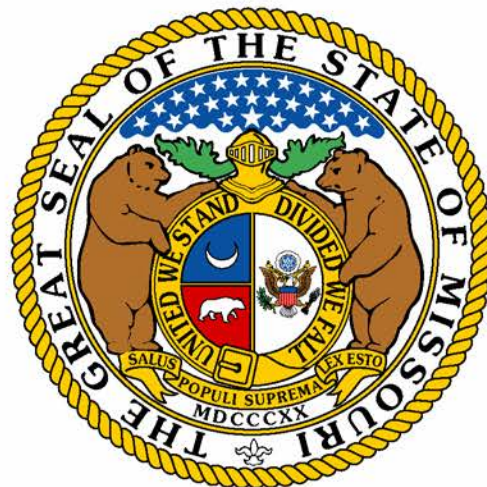
STEELCASE, INC.
F00017606

a MICHIGAN entity was created under the laws of this State on the 24th day of July, 1967, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 16th day of October, 2023.


Secretary of State

Certification Number: CERT-10162023-0136





John R. Ashcroft

Missouri Secretary of State

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Gen. Business - For Profit Details as of 9/12/2023

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

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Amended Articles Accepting Professional Corporation Law (Corp 43)

General Information Filings Principal Office Address Contact(s)

Name(s) STEELCASE, INC.

Principal Office Address 901 44th St SE
Grand Rapids, MI 49508-7575

Type Gen. Business - For Profit

Charter No. F00017606

Domesticity Foreign

Home State MI

Registered Agent [C T CORPORATION SYSTEM](#)
120 South Central Avenue
Clayton, MO 63105

Status Good Standing

Date Formed 7/24/1977

Duration Perpetual

Report Due 6/30/2024

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Hey there! I am an A.I.
chatbot, let's talk.





State of Missouri
John R. Ashcroft, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

F00017606
Date Filed: 8/16/2023
John R. Ashcroft
Missouri Secretary of State

Statement of Change of Registered Agent and/or Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company

Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a \$10.00 fee for filing this statement.
3. PO Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter #: F00017606

1. The name of the business entity is STEELCASE, INC.

2. The address, including street and number, of its present registered office (before change) is
120 South Central Avenue, Clayton, MO 63105
Address City/State/Zip

3. The address, including street and number, of its registered office is hereby changed to:
120 South Central Avenue, Clayton, MO 63105
Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip

4. The name of its **present** registered agent (before change) is: THE CORPORATION COMPANY

5. The name of the **new** registered agent is: C T Corporation System

Authorized signature of new registered agent must appear below:

By: C T Corporation System : SEAN L. EMERICK, ASSISTANT SECRETARY

(May attach separate originally executed written consent to this form in lieu of this signature)

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040. RSMo)

Michael J. Dyer

Michael J. Dyer

Authorized signature of officer, member, manager or, if applicable, chairman of the board

Printed Name

Assistant Treasurer

7/31/23
Date

Title

Name and address to return filed document:

Name: Mason Hoekstra

Address: 901 44th St SE 4C

City, State, and Zip Code: Grand Rapids, MI 49508

ORI-08172023-0706 State of Missouri

No of Pages 1 Page



Change Agent/Address

Gen. Business - For Profit Details as of 9/12/2023

Required Field *

File Documents - select the filing from the "Filing Type" drop-down list, then click FILE ONLINE.

File Registration Reports - click FILE REGISTRATION REPORT.

Copies or Certificates - click FILE COPIES/CERTIFICATES.

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Amended Articles Accepting Professional Corporation Law (Corp 43)

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General Information Filings Principal Office Address Contact(s)

Principal Office Address

☐ Show Previous Principal Office Address

Type	Address	Since	To
Principal Office	901 44th St SE Grand Rapids,, MI 49508-7575	6/28/2022	
Reg. Office	120 South Central Avenue Clayton,, MO 63105	8/16/2023	

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.



Contract # MA3969**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

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

LEGAL STATUS OF CONTRACTOR

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

Contact Person Kevin Loubert Phone #(616)292-9848 Email Kloubert@Steelcase.com
 Vendor #VC0000162880 Commodity Code #425, 42506, 42507, 42548, 42558, 42560, 42548, 42520, 42517, 42518, 42540, 42548, 42594, 42503, 42556, 15030, 15091, 42557, 15056, 15058, 42550, 42553, 42580, 42581, 42589, 42513

2. CONTRACT PORTFOLIO NAME: Office Furniture
3. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide Office Furniture and Related Services identified in Attachment B to Participating States once a Participating Addendum has been signed.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#CT22-79.
5. CONTRACT PERIOD: Effective Date: 1/22/2023 Termination Date: 1/21/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.
6. Payment: Prompt Payment Discount (if any): N/A.
7. Administrative Fee, as described in the Solicitation and Attachment A: 0.25%.
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Pricing Information (Discount Matrix and Price Lists linked and/or incorporated by reference).
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #CT22-79.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR**STATE**

Megan E. Maguire 10/27/2022
 Contractor's signature Date

Dorinda 12/14/2022
 Director, Division of Purchasing Date

Megan E. Maguire, Pricing & Contracts Manager
 Type or Print Name and Title

<u>Laurel deLagerheim</u>	<u>(801)957-7121</u>	<u>-</u>	<u>LdeLagerheim@Utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");

- 3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;
 - 3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
 - 3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
 - 3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State

Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some Participating Entities may require an additional administrative fee be paid by Contractor directly to the Participating Entity on purchases made by Purchasing Entities within that Participating Entity. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless prohibited by law or otherwise negotiated in a Participating Addendum, Contractor may adjust the Participating Addendum pricing by an amount no greater than the Participating Entity fee for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 5.3.1 Summary Sales Data.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master

Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum (“Sales Data”). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-

digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, for the term of the Master Agreement and applicable Participating Addenda, offer to the Lead State, Participating Entities, and Purchasing Entities pricing and terms that are materially equivalent to those offered to like customers, based upon several factors including but not limited to: volume, product mix, and purchasing timeframe. The Lead State or NASPO ValuePoint may at any time require Contractor to provide evidence of Contractor's compliance with this section.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing.

6.1.1 Minimum discount percentage rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Contractor may request to update the pricing on their Published Commercial Price List one (1) time every twelve (12) months. Any update must be submitted at least ninety (90) days prior to the

effective date and the Lead Contract State Administrator may update the Master Agreement through a written amendment as appropriate.

The requested increase must be based upon a documented cost increase to the Contractor that is directly correlated to the price of the products on the Contractor's Published Commercial Price List that are covered under the Master Agreement. The price adjustment must be accompanied by sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list.

Documentation shall include, but not be limited to, the Contractor's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data, and other information to support and justify the increase. The Lead State Contract Administrator may conduct a thorough investigation of the data provided and substantiate whether the increase is valid or justified.

Any approved Published Commercial Price List price adjustments shall carry a price guarantee period of twelve (12) months and be effective on the date of the Master Agreement amendment or the designated effective date.

Any adjustment or amendment for a price increase to the Master Agreement will not be effective unless approved by the Lead State Contract Administrator. Increases in allowable discounts and decreases in market pricing, which are implemented by Steelcase as a customer-wide price adjustment, shall be immediately offered to the Lead State for amendment into the Master Agreement. No retroactive price adjustments will be allowed for Published Commercial Price List price adjustments.

- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 90 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;
- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor including the following:
- 7.6.5.1** Published Commercial Price List
- 7.6.5.2** Contracted Discount Percentage
- 7.6.5.3** Contract Price
- 7.6.6** Installation and Design Fees show as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must a detailed explanation of the work to be included in those hours.
- 7.6.7** Anticipated Lead times
- 7.6.8** A not-to-exceed total for the products or services being ordered; and
- 7.6.9** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid and allowed, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2** Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3** Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the

Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 Acceptance Testing. Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c)

continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 Warranty. The Contractor warrants at a minimum the office furniture products and materials offered under this RFP and resulting Master Agreement for ten (10) years from Acceptance. Contractor may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories. Contractor warrants that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - 12.2.1.2** specified by the Contractor to work with the Product;
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been

avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate. Upon cancellation of the Master Agreement or Participating Addendum, Contractor shall give Purchasing Entities with outstanding Orders the option of completing the Order or canceling the Order and paying for material costs of Products already in production. Payment for material costs of Products already in production shall be limited to Contractor's actual, verifiable costs and is subject to applicable payment provisions, including non-appropriation and termination for default.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe

weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

- 14.8.1.1** Nonperformance of contractual requirements;
- 14.8.1.2** A material breach of any term or condition of this Master Agreement;
- 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
- 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- 14.8.1.5** Any default specified in another section of this Master Agreement.

14.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action

which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

Attachment B
Scope of Work

Section 1: Scope of Work

The following products and services are not included in the scope of this Master Agreement: residential, gaming, healthcare, educational, laboratory, auditorium and lecture hall furniture. Third party or partner brands are not included in the scope of this Master Agreement.

Accessories provided by the Contractor must be related to each product category for which Contractor is awarded.

Contractor has been awarded the following categories.

- A. Office Seating and Accessories includes general purpose office chairs that are normally used in an office environment and may include, but are not limited to those seating styles typically referred to as: conference/executive chairs, task chairs, side/guest chairs, nesting folding chairs, tablet arm chairs and stools.

Contractor must provide in their offering, at a minimum, executive seating, task/work seating, conference room seating and guest/side seating. Optional products include dispatch 24/7 seating, value seating, Bariatric seating, stackable/folding seating, work stools, and tablet arm chairs.

All products offered shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- B. Lounge and Public Seating and Accessories includes products with single seat units, units with multiple seating positions within one unit or ganged seating units, and folding chairs. Public and lounge seating may be ganged/connected. Seating in this category would normally be used in indoor common/shared spaces such as waiting, reception, visitor seating, restaurant and dining settings and other gathering areas. Seating units that must be attached to the building structure for support or stability purposes and general purpose or task-oriented office chairs are not included.

Contractor must provide, at a minimum, single seats reception/lounge seating, multiple seat reception/lounge seating within one unit or ganged seating units, couch seating, and lounge seating. Optional products include collaborative lounge seating, folding chairs, foot stools, and Bariatric Lounge and Public Seating.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- C. Desks, Tables, and Related Products and Accessories include products intended for use in commercial office, institutional and training environments; including retail spaces and restaurants. Tables may be collapsible and/or stackable. Tables with attached seating are excluded.

Contractor must provide in their offering, at a minimum, free-standing desks, height adjustable desks, and tables. Optional products include small office, side tables, conference room tables, training tables, and mobile and portable workstations.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- D. Panel Systems and Accessories include panel systems, screens, panel supported systems, and various hang on components.

Contractor must provide in their offering, at a minimum, panel systems and overhead storage. Optional products include moveable screens, boundaries, and panels, mobile boards, and shelving.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

Contractor certifies that standard trim for all exposed panel ends, panel junctions, corners or changes in height must be included in quotes.

- E. Storage and Accessories include freestanding, mobile, and wall mounted storage units and shelving, bookcases, filing cabinets, pedestal filing cabinets, wardrobes, and other similar functioning storage products.

Contractor must provide in their offering, at a minimum, file cabinets, free-standing and mobile pedestal file cabinets, and bookcases. Optional items include wardrobes, cabinets, and shelving. This category does not include shelving units that are attached to panel systems or architectural products.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- F. Architectural Products and Accessories include prefabricated walls, typically steel or aluminum frame with custom design solutions for a variety of applications. A non-structural, manufactured wall system consisting of prefinished modular panels assembled to create various spaces. May be installed into a track system, panels may interlock or butt together with system hardware. Utilities and other infrastructure may be incorporated into the system as well as whiteboards, housing for monitors, and can incorporate lighting, and shelving. The system is best for floor to ceiling installations. This wall type is best suited for longer duration needs and for project separations in occupied spaces as a barrier.

Contractor must provide in their offering, at a minimum, demountable walls (unitized and modular). Optional items include other types of architectural products, shelving, pods, and other similar products. Pods include partially or entirely self-contained spaces that may or may not be mobile that can contain one (1) or more persons.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker which must include or have other means for establishing the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

Contractor must meet or exceed any Participating Entities' current revision of standard, code, law, requirement and manufacturer recommend installation methods during the term of the contract.

Contractor must provide training to the Purchasing Entity in maintenance, panel replacement, and orientation to accessing utilities.

Contractor certifies that all miscellaneous required items such as hardware, brackets, clamps, braces, etc. that would be necessary for the installation and layout be included in quotes.

Section 2: Original Equipment Manufacturer (OEM) Requirements

G. Minimum Dollar Amount, New Products, Product Lines, and Discount Percentage

1. There shall be no minimum dollar amount or product count under the Master Agreement or resulting Participating Addendums.
2. Contractor shall only offer new products. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.
3. Product Lines

During the term of the Master Agreement, the Contractor may submit a request to update the awarded product lines within the awarded categories as products are introduced or removed from the market.

The Lead State Contract Administrator may evaluate requests and update the Master Agreement through a written amendment as appropriate. The request must be made at least ninety (90) calendar days prior to the effective date. The Contractor must update the dedicated website, price lists, and catalog to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

If Contractor elects to offer a product line under an awarded category, the Contractor must provide the entire product line within the awarded category.

4. Discount Percentage

Contractor may offer multiple minimum percentage discounts per category and product line if, those different percentages and product types are specified on the corresponding product category detail sheet in Attachment C.

Accessories offered must be included in a specific awarded product line. Accessories from a product line not awarded may not be offered.

The minimum percentage discount offered includes Standard Delivery and Dock Delivery to Purchasing Entity.

Hardware and related components may have their own minimum percentage discount if specified on the corresponding product category detail sheet in Attachment C.

The minimum percentage discount offered does not include Installation Services. Installation Services and Design Services rates are negotiated during the Participating Addendum process.

H. Dedicated Website

1. Contractor certifies that Contractor shall maintain a contract website for each Participating Entity that executes a Participating Addendum. The purpose of the website is to inform Purchasing Entities of the individual programs under any subsequent Participating Addendum. The website, shall at minimum contain:
 - a. Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.
 - b. A list of Authorized Dealers within the Participating Entities that are authorized to service the Participating Addendum.
 - c. Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.
 - d. Contractor must have website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating Entities will identify any state specific accessibility or other requirements during the Participating Addendum process.

I. Warranty

1. Contractor certifies that Contractor must, at a minimum, warrant the office furniture products and materials offered this Master Agreement for ten (10) years from Acceptance. Contractor may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories.
 - a. Products including parts and components that fail under normal use as a result of a defect in design, materials, workmanship, or installation must be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
 - b. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to in writing by the Purchasing Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

J. Freight and Delivery

1. Contractor certifies that unless otherwise noted on a purchase order, the Contractor or Contractor's Authorized Dealer must comply with the following delivery requirements:
 - a. The Contractor or Contractor's Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as inside delivery, and other non-standard requests will be negotiated during the Participating Addendum process by each Participating Entity.
 - b. Standard Delivery – FOB Destination Freight Prepaid and Allowed. Product is brought to the tailgate or end of truck and Purchasing Entity is responsible to unload. No additional freight charges apply.

- i. Freight costs must be included in the Contract Price for all Participating Entities. All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the Contract Price offered in response to this Master Agreement. Alaska and Hawaii will negotiate freight rates (from the closest west coast shipping port to the locations of the Participating Entity) during the Participating Addendum process.
- ii. The Contractor is responsible for filing and expediting all freight claims with carriers. The Contractor must pay title and risk of loss or damage charges.
- iii. Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier.
- iv. F.O.B Destination, freight prepaid
 - Seller – Pays freight charges
 - Seller – Bears freight charges and selects carrier
 - Seller – Owns goods in transit
 - Seller – Files claims (if any)

- c. Dock Delivery - Products will be delivered and unloaded by a common carrier to a dock. Participating Entities may want to order, for example, seating or accessories and does not need assistance with installation and prefers the product to be delivered directly to Purchasing Entity's facility dock.
- d. Inside Delivery - Products will be delivered by the Contractor or Contractor's Authorized Dealer to the receiving address as designated on a purchase order. Products will be unloaded and unboxed by the Contractor or Contractor's Authorized Dealer with no installation required by the Contractor or Contractor's Authorized Dealer.

K. Installation - Products will be delivered, unloaded, uncrated, and installed by the Contractor or the Contractor's Authorized Dealer according to the plan and to a move in ready condition incorporating the requirements below in Section O.

- 1. Delivery of products must be made to any receiving address specified on the purchase order. Multiple delivery locations could be included on one (1) purchase order. Locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.
- 2. Contractor or Contractor's Authorized Dealer must offer delivery, unloading, uncrating, and installation of products ordered from any product category for which Contractor is awarded.
- 3. Contractor or Contractor's Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity.
- 4. Participating Entity personnel shall not assist with unloading product. Participating Entities may elect to accept partial deliveries; however, final payment will not be made until all products have been received and accepted unless a partial delivery was made at the request of the Participating Entity.

5. Contractor or Contractor's Authorized Dealer is responsible for storage of product prior to delivery. If delivery is delayed by the Participating Entity, the Participating Entity shall negotiate a new delivery date with the Contractor or Contractor's Authorized Dealer and the purchase order shall be revised. Storage costs associated with the delayed deliveries requested by the Participating Entity shall be negotiated on a project basis.
6. Emergency or rush deliveries required by the Participating Entity that require special shipping and handling charges may be at the Participating Entity's expense, but only with prior written approval from the Participating Entity and a delivery date agreement from the Contractor or Contractor's Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of the Contractor or Contractor's Authorized Dealer's error; all shipping and handling charges must be paid by the Contractor and Contractor's Authorized Dealer including all charges for shipping and handling to Alaska and Hawaii.
7. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that must remain the obligation of the Contractor or Contractor's Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform the job function are delayed more than ninety (90) business days beyond the delivery terms as stated in the purchase order, the Contractor or Contractor's Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs to the Participating Entity until the ordered product is delivered. The Participating Entity reserves the right to determine if the substitute product is acceptable and meets its needs. Should substitute product not meet the needs of the Participating Entity or if the Contractor or Contractor's Authorized Dealer does not provide a substitute product then the Participating Entity may cancel the order with no payment for work completed. Participating Entity acknowledges that Contractor or Contractor's Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Participating Entity, construction/inspection delays at Participating Entity's job site, and/or force majeure events.

L. Damaged and Incorrect Product

1. Damaged or incorrect product must be reported to Contractor or Contractor's Authorized Dealer by the Participating Entity within five (5) calendar days after the damage is noticed.
2. Contractor or Contractor's Authorized Dealer is responsible for pickup and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Participating Entity.
3. Contractor or Contractor's Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the Participating Entity.

4. Contractor or Contractor's Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
5. Contractor or Contractor's Authorized Dealer is required to keep the Participating Entity informed of the replacement process and delivery date for any and all replacement orders.
6. The Participating Entity will not be charged a re-stock fee for any returns due to an Contractor error.
7. In the event that a Participating Entity does not accept product due to damages or shipment error as described above, Participating Entity including Alaska or Hawaii shall not pay additional shipping and handling charges for the shipment of replacement products.

M. Product Manuals

Upon request, an owner's manual, which includes installation instructions and serviceable parts lists, must be supplied for all products. Manuals may be available via the Contractor's website. The manuals must be available that contain complete installation and uninstallation instructions including all necessary parts lists and diagrams.

N. Customer Service

1. Contractor or Contractor's Authorized Dealer must have one (1) lead representative for each Participating Entity that executes a Participating Addendum. Contact information shall be kept current. Any changes shall be communicated to the Participating Entity within five (5) business days.
2. Purchasing Entities must have the option of ordering through the Contractor or Contractor's Authorized Dealer network.
3. Contractor's or Contractor's Authorized Dealer's representative must be available by phone or email at a minimum, from 8 AM to 5 PM on Monday through Friday for the applicable time zones.
4. Contractor or Contractor's Authorized Dealer's representative will respond to inquiries within one (1) business day.
5. Contractor or Contractor's Authorized Dealer(s) must provide Design Services for the applicable categories as further described below in Section P.
6. Contractor or Contractor's Authorized Dealer(s) must provide Installation Services for the applicable categories as further described below in Section O.
7. Contractor or Contractor's Authorized Dealer(s) must provide Customer Service as further described below in Section Q at no additional charge.
8. Quotes provided by the Contractor or Contractor's Authorized Dealer(s) to Purchasing Entities must contain, at a minimum, the following elements:

- a. Master Agreement and Participating Addendum (if Applicable) Number
 - b. Published Commercial Price List
 - c. Contracted Discount Percentage
 - d. Contract Price
 - e. Installation and Design Fees shown as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must include a detailed explanation of the work to be included in those hours.
 - f. Anticipated Lead times
9. Quotes provided by the Contractor or Contractor's Authorized Dealer(s) must be approved in writing by the Purchasing Entity prior to ordering or work commencement.
10. Invoices provided by the Contractor or Contractor's Authorized Dealer(s) must contain, at a minimum, the following elements:
- a. Purchase order number or other identifying order number.
 - b. Master Agreement and Participating Addendum (if Applicable) Number
 - c. Payment terms must be in compliance with the Master Agreement or the Participating Entity's Participating Addendum.
 - d. Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order, etc.).

O. Service Category – Installation Services.

Contractor certifies that Installation Services include all planning and labor required to disassemble, assemble, deliver, setup, install, and otherwise finish an office installation or remodel project at a contracted hourly rate. The contracted hourly rate and hours will be negotiated during the Participating Addendum process by each Participating Entity.

1. Installation of Product (Applies to all categories)
- a. The Contractor or Authorized Dealer must take precautions during the installation of any product not to damage the premises and/or property of the Purchasing Entity except as necessary to install product and approved in advance by the Purchasing Entity. If damages do occur as a result of operations under this Master Agreement, the Contractor or Contractor's Authorized Dealer is responsible for ensuring that the affected premises and/or property is returned/restored to their original condition or the Contractor or Contractor's Authorized Dealer must make restitution, as agreed upon by the parties.
 - b. Installation must occur with minimal disruption, time, noise volume, and space usage.
 - c. Products must be fully installed and ready for use within the agreed upon time frame of the Participating Entity.
 - d. Installation Team
 - i. Contractor or Contractor's Authorized Dealer must maintain an installation crew either in-house or subcontracted as an installation team.

- ii. Contractor or Contractor's Authorized Dealer must be fully responsible for and supervision of the installation team.
- iii. Installation team must be trained and experienced in the installation of product and comply with any and all applicable federal, state, and local licensing, code and prevailing wage requirements as well as any manufacturer recommended installation methods.
- iv. Installation team must be fully responsible for installation of product unless Standard Delivery or Dock Delivery is selected by the Purchasing Entity.
- v. Installation team is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity.
- vi. Installation team is responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. Purchasing Entity is not responsible for tools left at the job site.
- vii. Installation team must place all products in the location designated by the plan or Purchasing Entity.

2. Cleaning

- a. Contractor or Contractor's Authorized Dealer(s) is responsible to ensure that a final cleaning will be completed prior to the final walk through and acceptance of all products. A final cleaning must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the product be ready for use or move in condition, as applicable.
 - b. Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contractor or Contractor's Authorized Dealer, after notification and request for correction, is not able to properly clean and ready the job site for occupation by the designated move in date.
 - c. The cost of additional cleaning shall be fully reimbursed by the Contractor or Contractor's Authorized Dealer if the Contractor or Contractor's Authorized Dealer(s) do not correct the issue promptly to allow for occupation of the job site on the designated move in date.
 - d. Contractor or Contractor's Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk through inspection and provide a punch out checklist, if requested by the Purchasing Entity.
 - i. The punch out checklist must include a listing of any missing, incorrect, non-working or damaged products that is approved and signed by the Purchasing Entity after issues are resolved.
3. Contractor or Contractor's Authorized Dealer(s) is responsible for ordering any missing, damaged, or incorrect products upon discovery, and Purchasing Entity must incur no additional charges as a result of the Contractor or Contractor's Authorized Dealer error or omission.

P. Service Category - Design Services

1. Design Services fees may only be applied to Panel Systems and Accessories and Architectural Products and Accessories unless the project includes one or more of the product categories below:
 - a. Office Seating and Accessories
 - b. Lounge and Public Seating and Accessories
 - c. Desks, Tables, and Related Products Accessories
 - d. Storage and Accessories
2. Contractor's awarded the Panel Systems and Accessories and/or the Architectural Products and Accessories categories must provide design services including reconfiguration and layout services at a contracted hourly rate. The contracted hourly rate will be negotiated during the Participating Addendum process by each Participating Entity.
3. Design services include but are not limited to; space planning, furniture migration strategies, reconfiguration of existing panel system or architectural products, assistance with furniture selection, interior office design, and computerized installation drawings. Purchasing Entity's project manager must approve final plans in writing.
 - a. Contractor or Contractor's Authorized Dealers working on projects that require design services will provide a detailed description and breakdown of all services being provided and costs associated with them. Design fees must not exceed 3% of the total Contract Price unless the Purchasing Entity agrees to additional charges in advance of services.
 - i. Contractor may request an exception, directly to the Purchasing Entity, to the 3% cap or request that design fees be allowed for other furniture product categories for one or more of the following reasons. The request must be approved by the Purchasing Entity and must be included in the quote and, after approval, be included in the purchase order.
 1. The project is more complex and requires more labor hours or expertise.
 2. The project requires additional site visits or travel to remote locations.

Contractor or Contractor's Authorized Dealer may only collect design fees if they are awarded the project and must provide detailed quotes free of charge.
 - b. Design Services applicable to Panel Systems and Accessories.
 - i. Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.
 - ii. Contractor is responsible for the following:
 1. Accuracy of all job site dimensions, obstructions, and attributes.
 2. Overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Contractor or Contractor's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contractor or Contractor's Authorized Dealer's design or ordering process.

3. Resolve the matter to the Purchasing Entity's satisfaction (financially and logistically), if Contractor or Contractor's Authorized has designed and specified a new furniture installation that does not fit properly due to inaccurate floor plans. No payment will be made until the issue is fully resolved and approved by the Purchasing Entity.
4. Provide a plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets.
5. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.
6. Accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at the time of installation, Contractor or Contractor's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
7. Complying with all applicable federal, state, borough, and local regulations, codes, and laws, and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

c. Design Services applicable to Architectural Products and Accessories.

- i. Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.
- ii. Contractor is responsible for the following:
 1. Accuracy of all job site dimensions, obstructions, and attributes.
 2. Field verifications and any overages, shortages, and all other ordering errors resulting from orders based on the design work completed by the Contractor or Contractor's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contractor design or ordering process.
 3. Provide concept drawings and construction documents, part lists, and submittal samples (including finishes). Contractor or Contractor's Authorized Dealer must provide a plan showing in detail, the position of all walls including heights, widths, types of panels, voice/data outlets, and electrical outlets, and plumbing, as applicable. Drawings must include elevations, and connection and attachment details to the base building.
 4. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.
 5. Accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at the time of installation, Contractor or Contractor's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.

6. Provide on-site visits to assess needs and develop plans and must return to the job site to verify installations.
7. Coordinate electrical provisions to be included in the walls with final circuited electrical engineering drawings, schedules, including drawings stamped by a professional engineer and must be compliant with federal, state, local, and other applicable codes, and prevailing wage requirements.
8. Complying with all applicable federal, state, borough, and local regulations, codes, and laws, and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

Q. Customer Service

Contractor certifies that Contractor can provide or meet the following requirements: Customer service includes sales service, project management services, product information services, and warranty services. If a Participating Entity elects to provide Customer Owned Material, Contractor shall assist the Participating Entity with the evaluation of that material at no additional cost. Contractor or Contractor's Authorized Dealer may not charge for Customer Service.

R. Optional Services

The Contractor may or may not offer these categories. Participating Entities reserve the right to determine to incorporate any of the optional categories into a Participating Addendum. If the optional categories are offered by the Contractor, the terms and conditions, scope of work and hourly rates shall be negotiated during the Participating Addendum process.

Optional services must be provided as a standalone service without the need to place an order for furniture. Contractor must provide a not to exceed quote for optional services prior to commencing work.

Contractor must comply with all applicable federal, state, borough, and local regulations, codes, and laws, and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

1. Software that enhances the awarded product categories.
2. Recycling or Donation/Reuse Programs
3. Work from Home Programs
4. Lease Options

Contractor may provide the following rental/financing options, including, but not limited to lump sum payment, installment sale, rental and the option to lease any office furniture, supplies, materials and services. Contractor will identify its rental/lease partner(s). Any Purchasing Entity may choose to work with a Contractor's lease partner or obtain other financing or work with other leasing entities of the Purchasing Entity's choice.

5. Reconfiguration of Furniture

a. Product Inventory

- i. Contractor shall go to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfiguration of furniture.
- ii. If the original design was completed by the Contractor and the design is on file, the Contractor shall verify the existing layout against the design, then update the design to verify the design/layout/count of existing products is accurate prior to beginning the new design.
- iii. If the original design was not completed by the Contractor or the design is not on file, then the Contractor shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.

b. Field Verifications

Contractor shall complete a field verification of facility dimensions, including inspecting the site, measuring the space and updating the Purchasing Entity's provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if the drawings do not exist.

c. Furniture Space Planning, Layout, and 3D Rendering

Purchasing Entities may request multiple revisions based on Purchasing Entity feedback. Space planning may also include preliminary block plans to determine space utilization or may include specific product application and design. Contractor shall ensure that plans meet all building, electrical and fire codes, and obtain approval from building departments, as required.

d. Furniture Specification

Contractor shall create parts lists based on the layout of space, application of color, material, and finish, and specification/coordination of electrical/data. Contractor shall double check to make sure all plans meet code and match the requested finishes, quantities, and sizes on the floor plan.

Purchasing Entity may request that the Contractor research and present multiple product options as requested. Each time the layout or color, material, and finish is revised, the plan must also be revised.

e. Customer's Own Material (COM)

If a Purchasing Entity elects to use COM, Contractor must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors and finishes are revised by a Purchasing Entity, the plan must also be revised.

f. Final Floor Plans and Quote

Contractor must create a final floor plan in a printed copy or electronic PDF format for the Purchasing Entity to approve in writing and allows an order to be placed. The final floor plan must include furniture layout, electrical/data locations, etc.

S. Authorized Dealers

Authorized Dealers are required to offer all mandatory services.

Each Participating Entity may select the Authorized Dealer(s) they choose to do business with during the Participating Addendum process. A Participating Entity may require the Authorized Dealer(s) to submit additional information regarding its firm as part of the selection process during the execution of a Participating Addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, information on past projects, and the experience of both its sales and installation personnel.

The Contractor will be the sole point of responsibility. The Lead State Contract Administrator and Participating Entities will look solely to the Contractor for the performance of all contractual obligations, and the Contractor shall not be relieved for the non-performance of any Authorized Dealers and/or all subcontractors. Master Agreement requirements such as websites, reporting, etc. are the responsibility of the Contractor. The Contractor must provide education and guidance on use of the Master Agreement and Participating Addendums.

The process for adding or removing an Authorized Dealer at the Participating Entity level will be negotiated and described in the Participating Addendum. Each Participating Entity shall determine, negotiate with the Contractor, and describe the process in the Participating Addendum. The Contractor shall follow the process described in the Participating Addendum for each Participating Entity when adding or removing an Authorized Dealer.

Section 3. Participating Addendum

Each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum. Office furniture accessories may be included in the offering by the Contractor, but Participating Entities may elect to procure these items from other sources to meet their individual needs or preferences.

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

Design and Installation Services: Hourly rates escalation and reduction process will be negotiated by the Participating Entity and the Contractor and the process and terms shall be documented in the Participating Addendum.

Attachment C – Pricing Information

A. Product Lines and Discount Percentages

Category #1: Office Seating and Accessories

Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Steelcase	Amia, Reply, Gesture, Series 2, Think	55.50%	56.00%	57.00%
Steelcase	A La Carte, Buoy, Campfire, Crew, Jack, Sawyer, Scoop, Shortcut, Uno	54.00%	58.00%	58.00%
Steelcase	Player, Protégé	59.00%	60.00%	62.00%
Steelcase	SILQ, Nooi	50.00%	51.00%	52.00%
Steelcase	Series 1	54.50%	55.50%	57.00%
Steelcase Health	Sorrel, Verge	45.00%	47.00%	47.00%
Coalesse	Bindu, Bob, Chord, Enea Altzo943, Enea Lottus, Enea, Kathryn, Last Minute, lessthanfive, Lox, Marien152, Massaud, Montara650, Sw_1, Switch, Wrapp, Balance of Coalesse Seating	51.00%	51.00%	52.00%
Steelcase	cobi, Kart, QiVi	51.00%	52.00%	53.00%
Steelcase	Collaboration, Mingle, Siento, Balance of Wood Seating	51.00%	53.00%	53.00%
Steelcase	Cachet, Move, Node	53.00%	54.00%	55.00%
Steelcase	Flex Perch Stool	53.00%	54.00%	56.00%
Steelcase	Max Stacker III, Snodgrass, Jersey	58.00%	59.00%	60.00%
Steelcase	Leap	59.00%	60.00%	61.00%
Steelcase	Criterion	61.00%	62.00%	63.00%
Steelcase Orangebox	Cubb, Sully_Ramsey_Skomer, Track-B, Kirn	44.00%	45.00%	45.00%
Steelcase Viccarbe	Aleta, Common, Ears, Funda, Klip, LastMinute, Maarten, Quadra, Trestle, Balance of Viccarbe Seating	38.13%	40.85%	40.85%

Steelcase West Elm	Kent, Slope, Sterling	49.00%	50.50%	50.50%
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Category #2: Lounge and Public Seating and Accessories

Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Steelcase	Lincoln, Alight, Bassline, Bivi, Camfire, Clipper, Jenny, Simple	54.00%	58.00%	58.00%
Steelcase	Player	58.00%	60.00%	62.00%
Coalesse	Marien152, Await, Bix, Bob, Capa, Circa, Coupe, Davos, Holyday, Joel, Lagunitas, Massaud Collection, Millbrae, Montara650, Passerelle, Ripple, Sidewalk, Sistema, Sw_1, Swathmore, Switch, Thoughtful, Together, Visalia, Balance of Coalesse Seating	51.00%	51.00%	52.00%
Steelcase Health	Aspekt Series, Cura, Embold, Empath, Leela, Mineral, Mitra, Neighbor, Outlook Jarrah, Outlook Sequoia, Regard, Sieste, Surround, Tava, X-Tenz, Balance of Steelcase Health Seating	45.00%	47.00%	47.00%
Steelcase	i2i	51.00%	52.00%	53.00%
Steelcase / Steelcase Orangebox	B Free, Brody, media:sacape, Sylvi, Umami, Aspect, Avi, Away from the Desk, Border, Hy, Vale, Balance of Orangebox	44.00%	45.00%	45.00%
Steelcase West Elm	Belle, Boardwalk, Brighton, Mesa, Slope, Sterling	49.00%	50.50%	50.50%
Steelcase	Leap Work Lounge	50.00%	51.00%	52.00%
Steelcase Viccarbe	Ace, Aleta, Brix, Colubi, Common, Fedele, Funda, Levitt, Maarten, Nagi, Penta, Pillows, Season, Quadra, Shape, Step, Torii, Window, Wrapp, Balance of Viccarbe Seating	38.13%	40.85%	40.85%

Category #3: Desks and Tables and Accessories

Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Steelcase	Kick Frstd Caseg, TS Worksurfaces, TS Bins & Shelves	67.00%	67.00%	67.00%
Steelcase	Migration SE Desk, Migration SE Bench	57.00%	57.50%	58.50%
Steelcase	Groupwork, Alight, Bassline, Bivi, Campfire, Clipper, Currency, Groupwork, Jenny, Simple, Smoke, Tour, Verlay, Wood Balance of Line	54.00%	58.00%	58.00%
Steelcase	Elective Elements - Param., Elective Elements	53.00%	55.00%	55.00%
Steelcase	Answer Freestanding Desking, Answer Beam, Answer Fence, Universal System Screens, Universal System Worksurfaces, Universal System Worksurface-Wood, Universal Tables, Universal Pedestals	67.00%	68.50%	70.00%
Steelcase	Post and Beam, Duo Storage for Post & B	58.00%	59.00%	60.00%
Steelcase	Airtouch	58.00%	62.00%	62.00%
Steelcase	Soffio, Universal Privacy Screens, Verb	53.00%	55.00%	55.00%
Steelcase	Flex, Flex Active Frames, Flex HAD, Ology, Ology Bench	53.00%	54.00%	56.00%
Steelcase	Elbrook	51.88%	53.96%	53.96%
Coalesse	Au Lait, Await, Ballet, Bix, Bob, Cg_1, Circa, Denzen Live/Work, Diekman Trees, Enea Lottus, Enea, E-Tables, Free Stand, Holyday, Host, Lagunitas, Millbrae, Montara650, Passerelle, Portrero415, Portrero415 Light, Sebastopol, Sidewalk, Sw_1, Switch, Train, Vecta Electrical, Balance of Coalesse	51.00%	51.00%	52.00%

Steelcase	Sarto Privacy Modesty Screen, Universal Hard Surface Screen	51.00%	52.00%	53.00%
Steelcase Health	Aspekt, Embold, Exchange Tables, Folio, Leela Tables, Mitra, Mobile Overbed, Opus, Outlook, Pocket, Regard, Senza, Sieste, Sorrel, Surroud, Sync, Tava, Steelcase Health Balance of Line	45.00%	47.00%	47.00%
Steelcase West Elm	Greenpoint Bench, Greenpoint Private Office, Boardwalk, Brighton, Steelcase West Elm Balance of Line	49.00%	50.50%	50.50%
Steelcase	Convene Conf Collection, Mackinac, Slim Leg HAD, Balance of Wood	51.00%	53.00%	53.00%
Steelcase / Orangebox / Collaborative Surfaces	B Free, Cubb, Fitwork, media:scape, Mobile, ScapeSeries Tables, Textura, Sylvi	44.00%	45.00%	45.00%
Steelcase	Lighting-Dash, LED Desktop, Eclipse, CF Series Intro, Powerstrip Intor, Privacy, Desk mounted Slatwall, Slatrail, Soto, FlexDock, Flex Mobile Power, Wire Managers, Computer Support Tools, Organizational Worktools, FYI, Stella, Balance of Worktools	49.00%	50.00%	50.00%
Steelcase	c:scape, Divisio Screens, FrameOne	51.00%	53.00%	50.50%
Steelcase Viccarbe	Aspa, Bamba, Brix, Burin, , Common, Eli, Giro, Holy Day, Maarten, Ryutaro, Serra, Solar, Stan, Tiers, Trino, Up in the Air, Balance of Viccarbe Tables	38.13%	40.85%	40.85%

Category #4: Panel Systems and Accessories

Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Steelcase	Kick, TS Bins & Shelves, TS Worksurfaces	67.00%	67.00%	67.00%
Steelcase	TS Fixed Pedestals, TS Underworksurface Latera	61.00%	63.00%	64.00%

Steelcase	Answer, Answer Beam, Answer Fence, Duo Storage For Answer, Duo Storage For Montage, Montage, Panel Accessories, Universal ITC/OTC Bins/Shelves, Universal Pedestals, Universal System Worksurfaces, Universal System Worksurface-Wood	67.00%	68.50%	70.00%
Steelcase Health	Separation Screens	45.00%	47.00%	47.00%
Steelcase Health / Steelcase	Volley Arms, Bottomline Task Light, LED Shelf Light, LED Intro Task Light, LED Linear, Balance of Worktools	49.00%	50.00%	50.00%
Steelcase	Avenir	69.00%	72.00%	74.00%
Steelcase	a3 CeramicSteel Mobil, Boundri, Flow, Motif Accent Panels, Motif Panels, Nota, PV Collaborative ToolBar, Pvglass, Sans, Sans Light, Serif, Tac, Textura,Huddle Board, Balance of Collaborative Surface	44.00%	45.00%	45.00%
Steelcase	Work Tents	50.00%	53.35%	53.35%
Steelcase	Groupwork, Campfire Screen, Clipper, Pivot	54.00%	58.00%	58.00%
Steelcase	Verb	52.00%	55.00%	55.00%
Steelcase	Flex	53.00%	54.00%	56.00%
Coalesse	Exponents	51.00%	51.00%	52.00%

Category #5: Storage and Accessories

Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Steelcase	200 Series Laterals, 800 Laterals, Overfile	58.00%	59.00%	60.00%
Steelcase	Ts Mobile Pedestals, Ts Laterals, Ts Lockers, Ts Tower Too, TS Fixed Pedestals, TS Underworksurface Latera	61.00%	63.00%	64.00%
Steelcase Health	Convey, Folio, Opus, Park, Senza, Sonata, Steelcase Health Balance of Line	45.00%	47.00%	47.00%

Steelcase / Steelcase West Elm	Victor, Greenpoint Steel Storage, Greenpoint Wood Storage	49.00%	50.50%	50.50%
Steelcase	Univ Lateral Files, Univ Bookcases, Universal Storage, 900 Laterals, High Density Storage, Universal Bookcases, Universal Combinaiton Cabinets, Univesal Lateral Files, Universal Storage Accessories, Universal Storage Cabinets, Univesal Towers, Universal Wardrobe Cabinets, Universal Workstation Verticals	63.00%	64.00%	65.00%
Steelcase	Currency	54.00%	58.00%	58.00%
Steelcase	Flex Active Frames	53.00%	54.00%	56.00%
Steelcase	Pathways Power & Communication	58.00%	59.00%	60.00%
Steelcase	Universal Pedestals, Universal ITC/OTC Bins/Shelves	67.00%	68.50%	70.00%

Category #6: Architectural Products and Accessories

Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Steelcase	V.I.A.	48.10%	51.00%	51.00%
Steelcase	V.I.A. Lsg	48.10%	50.00%	50.00%
Steelcase	Privacy Walls	47.00%	50.00%	50.00%
Steelcase	Pw Lsg	48.75%	50.00%	50.00%
Steelcase	Post and Beam, Duo Storage for Post & B	58.00%	59.00%	60.00%
Orangebox	Orangebox Air3 Pods, Orangebox On the QT	42.75%	44.25%	44.25%

Steelcase	a3 CeramicSteel Mobil, Boundri, Flow, Motif Accent Panels, Motif Panels, Nota, PV Collaborative ToolBar, Pvglass, Sans, Sans Light, Serif, Tac, Textura, , Balance of Collaborative Surface	44.00%	45.00%	45.00%
Steelcase	Premium Whiteboards	49.36%	52.76%	52.76%
Steelcase	Qt Pro	49.00%	50.00%	50.00%
Steelcase	Architectural Modular Powe, Underscore	52.00%	54.00%	54.00%
Steelcase	Thread Floor Power System	44.00%	45.00%	45.00%
Steelcase	Post and Beam, Duo Storage for Post & B	58.00%	59.00%	60.00%

B. Additional Discounting: Additional discounting is negotiable on orders that exceed \$150,000.00.

C. Price Lists:

To access the price lists, please use the following link: https://www.steelcase.com/states/wsca-master-agreement/#product-information_price-lists-pl186

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

Master Agreement #: **MA3969**

Contractor: **STEECASE INC.**

Participating Entity: **STATE OF MISSOURI**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Office Furniture and Related Services (2023-2028)** led by the State of Utah for use by state agencies and other entities located in the State of Missouri authorized by that State's statutes to utilize State of Missouri contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by the Office of Administration's Division of Facilities Management Design and Construction (FMDC), political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
 - a. FMDC's use of the contract shall be in accordance with section 217.575 of the Revised Statutes of Missouri (RSMo). **Other state agencies are not authorized to use the contract directly**, but may process orders for furniture through FMDC, if the before referenced Missouri statute is met.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Kevin Loubert
Address:	Steelcase, Inc. 901 44 th St. SE Grand Rapids, MI 49508
Telephone:	(616) 292 - 9848
Email:	Kloubert@Steelcase.com

PARTICIPATING ADDENDUM**OFFICE FURNITURE (2023-2028)**Led by the State of Utah

Participating Entity

Name:	Tammy Havalias State of Missouri
Address:	301 West High Street, Room 630, Jefferson City, MO 65101
Telephone:	573-751-6108
Fax:	573-526-9816
Email:	Tammy.Havalias@oa.mo.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT:

1. These modifications or additions apply only to actions and relationships within the Participating Entity.

☐ No changes to the terms and conditions of the Master Agreement are required.

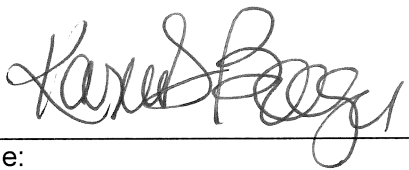
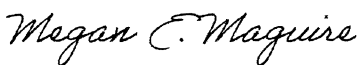
☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following additions:
- See attached State of Missouri Coop Contract Document CC232805002.
 - For informational purposes, the contractor is requested to complete **Attachment 1** of this Participating Addendum regarding their economic impact to the State of Missouri.

2. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
3. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

OFFICE FURNITURE (2023-2028)
Led by the State of Utah

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Missouri	Contractor: Steelcase Inc.
Signature: 	Signature: 
Name: Karen Boeger	Name: Megan E. Maguire
Title: Director of Purchasing	Title: Manager, Pricing & Contracts
Date: 	Date: November 14, 2023

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]

**PARTICIPATING ADDENDUM
OFFICE FURNITURE (2023-2028)
Led by the State of Utah**



ATTACHMENT 1
MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Steelcase currently has 8 employees in the State of Missouri and 3 Steelcase authorized dealers physically located in the State of Missouri and 1 in Kansas City. Together these dealers have over approximately 250 employees.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number (CC232805002).

Our authorized Steelcase dealers will provide State of Missouri contract users goods and services authorized by the NASPO ValuePoint contract and the participating addendum such as Installation, Design including reconfiguration and layout, space planning, furniture migration strategies, reconfiguration of existing panel system or architectural products, assistance with furniture selection, interior office design, and computerized installation drawings as well as Inside Delivery, and other non-standard requests.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Steelcase and Steelcase dealers annually have millions of dollars in payroll, taxes, utilities, etc. and paid tens of millions of dollars with suppliers in Missouri.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

The entities listed in the MBE/WBE directory are either competitors or do not offer services to support this agreement. Steelcase will make efforts to utilized MBE/WBE entities where possible to support our contract.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

These organizations are unable to support the services required in this contract. N/A

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

N/A

Steelcase Dealer Directory – Serving the State of Missouri

Name	Address	City	State	Phone #
<u>Color Art Integrated Interiors</u>	1325 North Warson Road	Saint Louis	MO	314 432 3000
<u>Marathon Building Environments</u>	1715 Paris Road	Columbia	MO	573 875 7115
<u>Scott Rice Springfield</u>	2137 West Kingsley Street	Springfield	MO	417 883 4121
<u>Scott Rice Office Works</u>	14720 West 105th Street	Lenexa	KS	913 888 7600