



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

Master Agreement #: MA3969

Contractor: **STEELCASE, INC.**

Participating Entity: **STATE OF KANSAS**

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 Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Kansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The State of Kansas wishes to participate in Category 4 and 6 of the master agreement.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Kevin Loubert
Address:	901 44th Street SE, Grand Rapids, MI 49508-7594
Telephone:	616-292-9848
Fax:	616-246-4881
Email:	kloubert@steelcase.com

Participating Entity

Name:	Kelly Johnson
Address:	900 SW Jackson, Ste 451S, Topeka, Ks 66612
Telephone:	785-492-4168
Fax:	785-296-7240
Email:	Kelly.johnson@ks.gov

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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

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

- a) The laws of the State of Kansas shall govern this Participating Addendum.
- b) State of Kansas Contractual Provisions Attachment, DA-146a attached and incorporated into this Participating Addendum as Attachment A will have prior precedence over the Order of Precedence for the Master Agreement (MA3969).
- c) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: <https://admin.ks.gov/offices/chief-financial-officer/travel-information-for-state-employees> unless otherwise agreed upon with the Purchasing Entity.
- d) Leasing is outside the scope of the NASPO ValuePoint Agreement and this Participating Addendum.
- e) Business Procurement Card: Agencies may use a Business Procurement Card (Visa) in lieu of a state warrant to pay for its purchases. No additional charges will be allowed for using the card.
- f) Reports and Administrative Fees:

The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales"), made from this Participating Addendum. This report should include as a minimum the agency name, quantity, description and amount. The report will be provided electronically and a check sent payable to the State of Kansas - Office of Procurement and Contracts for an amount equal to one percent (1.0%) of the total actual sales. The report is to be sent to: reports@ks.gov. The report and fee shall be submitted by these quarterly dates:

 - Quarter #1: July 1st through September 30th, due by November 30th
 - Quarter #2: October 1st through December 31st, due by February 28th
 - Quarter #3: January 1st through March 31st, due by May 31st
 - Quarter #4: April 1st through June 30th, due by August 31st
- g) This contract is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.
- h) A State of Kansas, Tax Clearance Certificate is required to execute this contract.

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- i) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute this contract.
- j) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.
- k) The contractor acknowledges the assigned State of Kansas contract number is:
0000000000000000000055404.

5. Lease Agreements: Reserved


6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Kansas, 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.

7. 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.



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

Participating Entity: State of Kansas	Contractor: Steelcase, Inc.
Signature: 	Signature: 
Name: Kelly Johnson	Name: Arely Sanchez
Title: Deputy Director	Title: Contract Specialist
Date: 02/23/2024	Date: February 23, 2024

[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.]

Contractual Provisions Attachment A

DA-146a Rev. 07/19

1.1 Important

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 23rd day of February, 2024

1.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

1.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

1.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

1.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

1.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of

Contractual Provisions Attachment A

DA-146a Rev. 07/19

Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

1.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

1.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

1.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

1.10. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

1.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

1.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

1.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

1.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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Attachment B
Products and Pricing

The pricing terms for the Master Agreement shall flow down to this PA.

Steelcase Products	Price List / Order Size (in USD) Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
E-Tables	50.51%	50.51%	51.52%
Flow	43.44%	44.45%	44.45%
Motif	43.44%	44.45%	44.45%
Sans	43.44%	44.45%	44.45%
462 Leap	58.59%	59.60%	60.61%
466 Reply	55.06%	55.56%	56.57%
475 Player	58.59%	59.60%	61.62%
487 Cachet Seating	52.53%	53.54%	54.55%
490 Move	52.53%	53.54%	54.55%
Adjustable Tables - Airtouch	57.58%	61.62%	61.62%
Agree Table	50.14%	53.20%	53.20%
Akira Tables	50.51%	51.52%	52.53%
Alight	53.54%	57.58%	57.58%
Amia	55.06%	55.56%	56.57%
Answer	66.67%	68.18%	69.70%
Answer Beam	66.67%	68.18%	69.70%
Answer Fence	66.67%	68.18%	69.70%
Answer Freestanding Desking	66.67%	68.18%	69.70%
Architectural Modular Power	51.52%	53.54%	53.54%
Avenir	68.69%	71.72%	73.74%
B Free - Furniture	43.44%	44.45%	44.45%
B Free - Seating	43.44%	44.45%	44.45%
Bassline	53.54%	57.58%	57.58%
Bivi	53.54%	57.58%	57.58%
Brody Lounge Seating	43.44%	44.45%	44.45%
Buoy	53.54%	57.58%	57.58%
c:scape	50.51%	52.53%	55.06%
Campfire	53.54%	57.58%	57.58%
Clipper	53.54%	57.58%	57.58%
cobi	50.51%	51.52%	52.53%
Divisio Screens	50.51%	52.53%	55.06%
Duo Storage For Answer	66.67%	68.18%	69.70%
Elbrook	55.19%	58.11%	58.11%
Everwall	49.50%	51.36%	51.36%
Flex	52.53%	53.54%	55.56%
Flex Active Frames	52.53%	53.54%	55.56%

Steelcase Products

**Price List / Order Size (in USD)
Discounts off List**

	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Flex Had	52.53%	53.54%	55.56%
FrameOne	50.51%	52.53%	55.06%
Gesture	55.06%	55.56%	56.57%
Groupwork	53.54%	57.58%	57.58%
High Density Storage	62.63%	63.64%	64.65%
i2i	50.51%	51.52%	52.53%
Jacket	53.54%	57.58%	57.58%
Jenny	53.54%	57.58%	57.58%
Kart Seating	50.51%	51.52%	52.53%
Kick	66.67%	66.67%	66.67%
Lite Scale	48.24%	49.50%	49.50%
Max Stacker III	57.58%	58.59%	59.60%
media:scape	43.44%	44.45%	44.45%
Migration SE Bench	56.57%	57.08%	58.08%
Migration SE Desk	56.57%	57.08%	58.08%
Montage	66.67%	68.18%	69.70%
Node	54.72%	57.21%	57.58%
Wiesner Hager Nooi	49.50%	50.51%	51.52%
Ology Bench	52.53%	53.54%	55.56%
Ology Desk	52.53%	53.54%	55.56%
Pathways Power & Communication	57.58%	58.59%	59.60%
Premium Whiteboard	48.85%	52.29%	52.29%
Privacy	48.49%	49.50%	49.50%
Privacy Walls	46.47%	49.50%	49.50%
Qivi	50.51%	51.52%	52.53%
Qt Pro	48.49%	49.50%	49.50%
Sarto Privacy Modesty Screen	50.51%	51.52%	52.53%
Scoop Stool	53.54%	57.58%	57.58%
Series 9000	68.69%	71.72%	73.74%
Shortcut	53.54%	57.58%	57.58%
SILQ Seating	49.50%	50.51%	51.52%
Avenue	53.54%	57.58%	57.58%
Simple Tables	53.54%	57.58%	57.58%
Soffio Screen	52.53%	54.55%	54.55%
Steelcase Karman	53.92%	56.27%	56.27%
Steelcase Series 1	55.56%	56.57%	58.08%
Steelcase Series 2	55.06%	55.56%	56.57%
Tenor	51.08%	54.15%	55.56%
Think - Task	55.06%	55.56%	56.57%
Thread Floor Power System	43.44%	44.45%	44.45%
TS Bins & Shelves	66.67%	66.67%	66.67%
TS Fixed Pedestals	60.61%	62.63%	63.64%
TS Laterals	60.61%	62.63%	63.64%
TS Lockers	60.61%	62.63%	63.64%
TS Mobile Pedestals	60.61%	62.63%	63.64%
TS Tower Too	60.61%	62.63%	63.64%
TS Underworksurface Latera	60.61%	62.63%	63.64%
TS Worksurfaces	66.67%	66.67%	66.67%
Umami	43.44%	44.45%	44.45%
Low Profile Floor	51.52%	53.54%	53.54%

Steelcase Products
**Price List / Order Size (in USD)
Discounts off List**

	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
Universal Bookcases	62.63%	63.64%	64.65%
Universal Combination Cabinets	62.63%	63.64%	64.65%
Universal Hard Surface Screen	50.51%	51.52%	52.53%
Universal ITC/OTC Bins/Shelves	66.67%	68.18%	69.70%
Universal Lateral Files	62.63%	63.64%	64.65%
Universal Pedestals	66.67%	68.18%	69.70%
Universal Privacy Screens	52.53%	54.55%	54.55%
Universal Storage Cabinets	62.63%	63.64%	64.65%
Universal System Worksurface-Wood	66.67%	68.18%	69.70%
Universal Towers	62.63%	63.64%	64.65%
Universal Storage Accessories	62.63%	63.64%	64.65%
Universal System Worksurfaces	66.67%	68.18%	69.70%
Universal Tables	66.67%	68.18%	69.70%
Uno	53.54%	57.58%	57.58%
V.I.A.	47.58%	50.51%	50.51%
Verb	52.53%	54.55%	54.55%
Work Tents	49.50%	52.88%	52.88%
Work Valet	51.40%	53.81%	53.81%
Convey	44.45%	46.47%	46.47%
Embold	44.45%	46.47%	46.47%
Folio	44.45%	46.47%	46.47%
Mobile Overbed Tables	44.45%	46.47%	46.47%
Park	44.45%	46.47%	46.47%
Regard	44.45%	46.47%	46.47%
Senza	44.45%	46.47%	46.47%
Surround	44.45%	46.47%	46.47%
Sync	44.45%	46.47%	46.47%
Viccarbe	Convey	44.45%	46.47%
Belle	48.49%	50.00%	50.00%
Boardwalk	48.49%	50.00%	50.00%
Brighton	48.49%	50.00%	50.00%
Greenpoint Bench	48.49%	50.00%	50.00%
Greenpoint Private Office	48.49%	50.00%	50.00%
Greenpoint Steel Storage	48.49%	50.00%	50.00%
Greenpoint Wood Storage	48.49%	50.00%	50.00%
Mesa	48.49%	50.00%	50.00%
Slope	48.49%	50.00%	50.00%
Sterling	48.49%	50.00%	50.00%
Convvene Conference Collection	50.51%	52.53%	52.53%
Currency	53.54%	57.58%	57.58%
Elective Elements	52.53%	54.55%	54.55%
Elective Elements - Parametric	52.53%	54.55%	54.55%
Mackinac	50.51%	52.53%	52.53%
Siento Seating	50.51%	52.53%	52.53%
Slim Leg Had	50.51%	52.53%	52.53%
Verlay	53.54%	57.58%	57.58%
Bottomline Task Light	49.50%	50.51%	50.51%
CF Series Intro	48.49%	49.50%	49.50%
Flex Dock	48.49%	49.50%	49.50%
Flex Mobile Power	48.49%	49.50%	49.50%

Steelcase Products	Price List / Order Size (in USD) Discounts off List		
	Drop Ship		
	\$1 - \$50,000 List	\$50,001 - \$150,000 List	\$150,001 list and above
LED Linear	49.50%	50.51%	50.51%
LED Shelf Light	49.50%	50.51%	50.51%
Powerstrip Intro	48.49%	49.50%	49.50%
Standard Lighting	66.67%	66.67%	66.67%
Victor2	50.51%	52.53%	52.53%
West Elm Products (other than Exceptions below)	48.49%	50.00%	50.00%
Collaborative Surfaces Products (other than Exceptions below)	43.44%	44.45%	44.45%
Orangebox Pods Products (other than Exceptions below)	42.18%	43.69%	43.69%
Orangebox Products (other than Exceptions below)	43.44%	44.45%	44.45%
Steelcase Wood Products (other than Exceptions below)	50.51%	52.53%	52.53%
Steelcase Worktools Products (other than Exceptions below)	48.49%	49.50%	49.50%
Steelcase Health Products (other than Exceptions below)	44.45%	46.47%	46.47%
Coalesse Products (other than Exceptions below)	50.51%	50.51%	51.52%

EXCEPTIONS

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

OTHER

- Terms and conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.
- Pricing for service parts will be quoted upon request.
- Orders from more than one Price List may be combined for the purpose of defining Order Size (e.g. Steelcase Steel, Steelcase Wood, and Steelcase Worktools.)
- Customized or otherwise non-standard Products may receive the pricing listed above. In such cases where the pricing differs, list price duration and applicable discounts for such Products will be determined on a project-by-project basis.
- Pricing above is representative of deliveries to commercial sites only. Residential deliveries may be subject to separate terms and conditions (including price) and will be determined on a project-by-project basis.

Attachment C
Participating Dealers Order Procedure

All contactors, dealers, and resellers authorized in the State of Kansas, 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.

Some of the elected Participating Dealers as of the date of this Agreement and their contact information are listed below. Additions to and/or deletions from this list may be requested at any time by State of Kansas. Changes, additions or deletions from the following list of Participating Dealers need not be incorporated into a written amendment to the PA.

State of Kansas may add or delete an authorized dealer to participate in this Agreement at its discretion. In such event, State of Kansas shall provide a written notification to Steelcase. In the event that State of Kansas desires to add an authorized dealer, Steelcase will secure such authorized dealer's written acceptance of the terms of the Agreement. In the event of a deletion, such deletion will become effective thirty (30) days from receipt of State of Kansas's written notification.

Scott Rice Office Work, Lenexa

Mike Mores
mikem@scottrice.com
785.410.1989

Scott Rice Office Interiors, Wichita

Bryan Kristenson
Bkristenson@officeplusks.com
(316) 269-2700

Design Central

Audrey George
ageorge@designcentralks.com
(785) 577-3694

Order Procedure

State of Kansas shall initiate orders by sending to Dealer a written or electronically transmitted (EDI) purchase order ("Order") containing the minimum required information listed below:

- State of Kansas's Order reference number.
- Designation of Products (e.g., style number) and/or services covered by the Order.
- Designation of surface materials.
- Quantity ordered.
- Price.
- Requested delivery date. In the event the delivery date is more than 90 day period, Steelcase reserves the right to revise the offered pricing.
- "Ship to" address including contact name, dock information, etc.
- Billing address for invoices.
- Any special shipping or handling requirements.

Dealer and Steelcase will use their best efforts to comply with delivery dates requested by State of Kansas on Orders. For Large Orders, Steelcase recommends that State of Kansas provide as much notice as possible to Dealer in advance of the Order to reserve manufacturing capacity. Dealer shall acknowledge receipt of each Order to State of Kansas, noting the acknowledged Steelcase ship from factory and scheduled local delivery dates.

Cancellation and Changes

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