



State of Idaho

Participating Addendum

Purchase Order Summary

Purchase Order Number: PADD18200507
Account Number: AC-1
Purchase Order Date: May 18, 2018
Service Start Date: May 18, 2018
Service End Date: January 21, 2023
Payment Method: Invoice
Payment Terms: No Payment Terms specified
Currency: USD
FOB Instruction: Destination

Supplier

Kevin Loubert
 STEELCASE, INC
 901 44th Street SE
 Grand Rapids, MI 49508
Phone: 616-246-9455

Fax:

Email: kloubert@steelcase.com

Attachment(s): [Attachment A - Price Sheet.pdf](#) :
[Steelcase PADD Executed.pdf](#) :
[1520955311 Steelcase - Summary Sheet\(1\).doc](#) :

Contract Number:

Bill To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Ship To Address

DOP - Prog Mgr
 Dept of Administration
 Division of Purchasing
 650 West State St Rm B-15
 PO Box 83720
 Boise, Idaho 83720
Phone: 208-332-1600
Fax: 208-327-7320
Email: purchasing@adm.idaho.gov
Mail Stop: DOP Program Manager

Instructions

This Contract is for Office Furniture pursuant to NASPO ValuePoint Master Price Agreement (MA147 administered by the State of Utah). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: OFFICE FURNITURE

Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Arianne Quignon

Phone: 208-332-1604

Fax: 208.327-7320

Email: Arianne.quignon@adm.idaho.gov

STEELCASE Contact: Bryan Breshears

Phone: 801.922.0988

Email: bbreshea@steelcase.com

CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Order Form or Purchase Order. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

| Supplier Part Number | Quantity | Items | | Unit | Unit Price | Total |
|-------------------------------|--------------|---|--|------|--------------|----------------|
| | | Back Order | | | | |
| | 5.00 | 0 | | ANN | 1,000,000.00 | \$5,000,000.00 |
| Item Description | #1 | FURNITURE: OFFICE (42500)  | | | | |
| Delivery Date: | May 04, 2018 | | | | | |
| Shipping Method: | Delivery | | | | | |
| Shipping Instructions: | | | | | | |
| Ship FOB: | Destination | | | | | |
| Attachment(s) | | | | | | |
| Special Instructions: | | | | | | |

| | |
|----------------------------|----------------|
| Sub-Total (USD) | \$5,000,000.00 |
| Estimated Tax (USD) | \$0.00 |
| TOTAL: (USD) | \$5,000,000.00 |

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By :



OFFICE FURNITURE (2018-2023)
Led by the State of Utah

| | |
|-----------------------|-----------------|
| Master Agreement #: | MA147 |
| Contractor: | STEELCASE, INC. |
| Participating Entity: | STATE OF IDAHO |

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

- *All products, accessories and optional services (design and installation) within the awarded categories of Workspace Furniture and Seating (as outlined below).*

Workspace Furniture

- The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.
- **Systems Furniture and Accessories:** Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.
- **Desks/Tables and Accessories:** A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.
- **Filing and Storage and Accessories:** The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Seating and Accessories

The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

Master Agreement Terms and Conditions:

1. SCOPE:

This addendum covers the *Office Furniture (2018-2023)* led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.



OFFICE FURNITURE (2018-2023)
Led by the State of Utah

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

3. PRIMARY CONTACTS:

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

Contractor

| | |
|------------|--|
| Name: | Bryan Breshears |
| Address: | 987 S W Temple, Salt Lake City, UT 84101 |
| Telephone: | 801.922.0988 |
| Fax: | 616.246.4918 |
| Email: | bbreshea@steelcase.com |

Participating Entity

| | |
|------------|--|
| Name: | Arianne Quignon |
| Address: | 304 N. 8 th Street, Room 403, P.O. Box 83720, Boise, ID 83720-0075 |
| Telephone: | 208.332.1604 |
| Fax: | 208.327.7465 |
| Email: | arianne.quignon@adm.idaho.gov |

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

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.

4.1 NOTWITHSTANDING ANY PROVISIONS IN THE MASTER AGREEMENT TO THE CONTRARY, THE FOLLOWING SHALL APPLY TO THIS PADD:

4.1.1 **Assignment:** In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.



OFFICE FURNITURE (2018-2023)
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4.1.2 **Amendments:** Amendments to the Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

4.1.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

4.1.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):

Fee and Report Due:

1st Quarter July 1 - Sept 30

October 31st



OFFICE FURNITURE (2018-2023)
Led by the State of Utah

| | | |
|-------------------------|----------------|------------------------|
| 2 nd Quarter | Oct 1 - Dec 31 | January 31st |
| 3 rd Quarter | Jan 1 - Mar 31 | April 30 th |
| 4 th Quarter | Apr 1 - Jun 30 | July 31 st |

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.
Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

- 4.1.5 **Termination for Convenience:** Subject to Section 28 of the Master Agreement, either party may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the other party. In the event of termination of the PADD, all underlying leases, rentals, maintenance and license/subscription agreements to this Addendum, including applicable terms and conditions, will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, in accordance with the terms of the applicable agreement.
- 4.1.6 **Termination for Default:** Subject to Section 28 of the Master Agreement, either party may terminate the Participating Addendum (but not the underlying leases or orders issued pursuant to the Contract prior to date of termination) when the breaching party has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, the Contractor may be responsible for any reasonable costs resulting from the State's award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. A Purchasing Entity may terminate a lease or an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) days of receiving written notice of said breach or non-compliance. Termination of this Agreement shall not affect Orders placed before the termination date and the parties' respective obligations in connection therewith.
- 4.1.7 **Public Records and Trade Secret:** Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed "trade secrets." Generally, this exemption describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy."

Upon request, the Contractor must provide an electronic copy of any documents related to

OFFICE FURNITURE (2018-2023)
Led by the State of Utah

this PADD, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of "trade secret;" entire documents identified as "confidential" will not be accepted. The Contractor must also provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State's procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

In the event the State receives a request pursuant to the Public Records Act, which includes information deemed "trade secret" by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.

5. LEASE AGREEMENTS:

Leases Agreements are not applicable to this Participating Addendum.

6. SUBCONTRACTORS:

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

8. PRICING:

All contract pricing will be in accordance with Attachment A – Price Sheet.

NASPO ValuePoint
PARTICIPATING ADDENDUM



OFFICE FURNITURE (2018-2023)
 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 Idaho | Contractor: STEELCASE INC. |
| Signature: <i>Arianne Quignon</i> | Signature: <i>Brent Renkema</i> |
| Name: Arianne Quignon | Name: Brent Renkema |
| Title: Purchasing Officer | Title: Manager, Pricing and Contracts |
| Date: <i>5/18/2018</i> | Date: <i>5/16/2018</i> |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|--------------------------------------|--|
| Cooperative Development Coordinator: | Shannon Berry |
| Telephone: | 775-720-3404 |
| Email: | sberry@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.

ATTACHMENT A
NASPO ValuePoint - State of Idaho Contract PADD
Steelcase Product and Discount Summary
Steelcase Price List 186

| May, 2018 | Discount from List Price - Drop Ship % | | |
|---|--|--------------------|------------------|
| | \$1-\$50,000 | \$50,001-\$150,000 | \$150K + |
| Systems Furniture and Accessories | | | |
| Monolithic Systems & Accessories | | | |
| Avenir, Series 9000 | 68.61% | 71.65% | 73.68% or more** |
| Answer, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Duo Storage w/ Answer | 66.59% | 68.11% | 69.63% or more** |
| Kick Systems, Ts Bins & Shelves, Ts Worksurfaces | 66.59% | 66.59% | 66.59% or more** |
| Standard Lighting, Utility Lighting | 66.59% | 66.59% | 67.60% or more** |
| Adj Tables - Series 5 | 52.92% | 53.43% | 54.44% or more** |
| Frame and Tile & Accessories | | | |
| Answer, Montage, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Univ System Wksf-Wood, Duo Storage w/ Answer & Montage | 66.59% | 68.11% | 69.63% or more** |
| Kick Systems, Ts Bins & Shelves, Ts Worksurfaces | 66.59% | 66.59% | 66.59% or more** |
| Standard Lighting, Utility Lighting | 66.59% | 66.59% | 67.60% or more** |
| Adj Tables - Series 5 | 52.92% | 53.43% | 54.44% or more** |
| Balance of Worktools Products (with some Exceptions), Privacy, Bottomline, LED Linear, LED Personal, LED Shelf, Underline | 48.36% | 49.38% | 49.38% or more** |
| Seating | | | |
| Protégé, Player | 58.49% | 59.50% | 61.53% or more** |
| Criterion | 68.61% | 68.61% | 68.61% or more** |
| 462 Leap | 58.49% | 59.50% | 60.52% or more** |
| media:scape, Brody Lounge, B Free, Umami | 43.30% | 44.31% | 44.31% or more** |
| 464 Leap Work Lounge | 49.38% | 50.39% | 51.40% or more** |
| 487 Cachet, 490 Move, Node, Node Health | 52.41% | 53.43% | 54.44% or more** |
| Amia, Think, Reply | 54.94% | 55.45% | 56.46% or more** |
| Steelcase Series 1 | 53.93% | 54.94% | 56.46% or more** |
| Gesture | 54.94% | 55.45% | 56.46% or more** |
| Aspekt, Cura, Leela, Mallbu, Mitra, Neighbor, Outlook Express, Outlook Hawthorne, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Sleste, Tava, Regard, Verge, Sorrel, X-tenz, Empath, Mineral, Surround, Balance of Health | 44.31% | 46.34% | 46.34% or more** |
| Cobl, i2i, Kart, Qlvi | 50.39% | 51.40% | 52.41% or more** |
| Max Stacker III, Balance of Steel | 57.48% | 58.49% | 59.50% or more** |
| Siento, Alcove, Collaboration, Escapade, Mingle, Oriana, Snodgrass 474 Wood, Terrazo, Topaz, Balance of Wood | 50.39% | 52.41% | 52.41% or more** |
| Bivi, Campfire, Crew, Jack, Jenny, Scoop, Shortcut, Uno, Lincoln, Buoy, alight, Sawyer, Balance of Turnstone | 53.43% | 57.48% | 57.48% or more** |
| Coalesse Astor, Await, Bix, Boh, Capa, Circa, Coupe, Davos, Evaneau, Hosu, Joel, Lagunitas, Massaud, Millbrae, Montara650, Passerelle, Ripple, Sidewalk, SW_1, Swathmore, Switch, Thoughtful, Together, Topo, Visalia, Bindu, Chord, Enea, Enea Lottus, Kathryn, Lox, Last Minute, Emu collection, Wrapp, LessThanFive, Balance of Coalesse | 50.39% | 50.39% | 51.40% or more** |
| Desks/Tables | | | |
| Kick Freestanding | 66.59% | 66.59% | 66.59% or more** |
| Answer Freestanding, Universal Pedestals, Universal Tables | 66.59% | 68.11% | 69.63% or more** |
| c:scape, FrameOne, Divisio Screens | 50.39% | 52.41% | 54.94% or more** |
| Context, Post and Beam, Balance of Steelcase Steel | 57.48% | 58.49% | 59.50% or more** |
| Univ Underworksurface bookcase, 900 Series Underworksurface Lateral, Universal Underworksurface Lateral, Univ Storage Laminate | 62.54% | 63.55% | 64.56% or more** |
| TS Fixed Pedestals, TS Underworksurface Laterals | 60.51% | 62.54% | 63.55% or more** |
| Opus, Folio, Ainsley, Davenport, Waldorf, Aspekt, Leela, Mitra, Outlook Hawthorn, Outlook Jarrah, Outlook, Sequoia, Regard, Sleste, Sorrel, Tava, Sync, Pocket, Relay Arm, Exchange, Park, Senza, Waldorf, Neighbor, Opus, Freestanding, Chart Box, Mobile Overbed Tables, Balance of Health | 44.31% | 46.34% | 46.34% or more** |
| media:scape, Thread Floor Power, ScapeSeries, Fitwork, B Free | 43.30% | 44.31% | 44.31% or more** |
| Adj Tables - Ology | 52.41% | 53.43% | 55.45% or more** |
| Adj Tables - Migration | 56.46% | 56.97% | 57.98% or more** |
| Verb | 51.40% | 54.44% | 54.44% or more** |
| Elective Elements | 52.41% | 54.44% | 54.44% or more** |
| Garland, Walden, Impact, Flexframe, Convene, Balance of Wood | 50.39% | 52.41% | 52.41% or more** |
| Currency, Payback, Bivi, Tour, Groupwork, Campfire, Jenny, Simple, Bassline, alight, Balance of Turnstone | 53.43% | 57.48% | 57.48% or more** |
| Adj Tables - Series 5, Series 7, Series Bench | 52.92% | 53.43% | 54.44% or more** |
| Akira & Runner Tables, Univ Privacy Modesty Scrn | 50.39% | 51.40% | 52.41% or more** |
| Adj Tables - Airtouch | 57.48% | 61.53% | 61.53% or more** |
| Coalesse Au Lait, Avon, Await, Ballet, Bix, Bob, Circa, Denizen, Diekman, E-Table 2, Enea, Enea Lottus, Free Stand, GH_1, Holy Day, Host, Lagunitas, Millbrae, Montara650, Passerelle, Potrero415, Reunion, Sebastopol, Sidewalk, Soft Leaf, SW_1, Switch, Train, Trees, Balance of Coalesse | 50.39% | 50.39% | 51.40% or more** |
| Filing and Storage | | | |
| TS 200 Series Laterals, Overfile Cabinets, Balance of Steel | 57.48% | 58.49% | 59.50% or more** |
| Ts Fixed Pedestals, TS Laterals, Ts Mobile Pedestals, Ts Tower Too, Ts Underworksurface Latera | 60.51% | 62.54% | 63.55% or more** |
| Univ Bookcases, Univ Combination Cabinets, Univ Storage Cabinets, Univ Towers, Univ Wardrobe Cabinets, Univ Workstation Verticals, Universal Storage Acc., 900 Series Laterals, Universal Laterals, Univ Storage Laminate, High Density Storage | 62.54% | 63.55% | 64.56% or more** |
| Univ Pedestals | 66.59% | 68.11% | 69.63% or more** |
| Garland, Victor2, Walden, Balance of Wood | 50.39% | 52.41% | 52.41% or more** |
| Currency, Payback, Bivi, Tour, Balance of Turnstone | 53.43% | 57.48% | 57.48% or more** |
| Folio, Ainsley, Opus, Sonata, Davenport, Park, Senza, Waldorf, Balance of Health | 44.31% | 46.34% | 46.34% or more** |
| Coalesse Denizen, Exponents, New Exponents, Host, Sidewalk | 50.39% | 50.39% | 51.40% or more** |

EXCEPTIONS

- Steelcase Steel and Wood Price Lists: New Products, eno Accessories, eno Whiteboards, Low Profile Floor, Premium Whiteboards, Privacy Walls, PW LSG Framing, QT Pro, Room Wizard 2.0, Space Analytics, STC Workplace
- Steelcase Worktools Price Lists: New Products.
- Turnstone Price Lists: New Products
- Coalesse Price Lists: New Products, Arzu, Carl Hansen
- Steelcase Health Price Lists: New Products.

OTHER

- Only orders from Steelcase Steel, Steelcase Wood, and Steelcase Worktools Price Lists may be combined for the purpose of defining order size.
- Terms and Conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.