

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

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Master Agreement #: MA3969

Contractor: **STEELCASE, INC.**

Participating Entity: **STATE OF NORTH DAKOTA**

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, but not including the following:

**Tables:** Conference room tables, small office tables, side tables, and dining tables.

**Seating:** 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.

- Design, Installation, and Reconfiguration Services as described below in section 12.

**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 of North Dakota 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 North Dakota. 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):



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Contractor

Name:	Darren Shavor
Address:	901 44th Street SE, Grand Rapids, MI 49508-7594
Telephone:	+1 612 4376872
Fax:	616-246-4881
Email:	DSHAVOR@steelcase.com

Participating Entity

Name:	Gabriel Hoggarth
Address:	OMB, State Procurement Office 600 E Blvd Ave, Dept. 012 Bismarck, ND 58505
Telephone:	701-328-2740
Fax:	701-328-1615
Email:	gjhoggarth@nd.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.

1. Coterminous: The term of this Participating Addendum shall be coterminous with the State of Utah Contract Number MA3969.
2. Confidentiality: Contractor shall not use or disclose any information it receives from Participating Entity under this Participating Addendum that Participating Entity has previously identified as confidential or exempt from mandatory public disclosure except from mandatory public disclosure except as necessary to carry out the purposes of this

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Participating Addendum or as authorized in advance by Participating Entity. Participating Entity shall not disclose any information it receives from Contractor that Contractor has previously identified as confidential and that Participating Entity determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code (N.D.C.C) ch. 44-04. The duty of Participating Entity and Contractor to maintain confidentiality of information under this section continues beyond the term of this Participating Addendum.

3. Compliance with Public Records Laws: Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records STATE receives from CONTRACTOR under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.

4. Spoliation: Contractor shall notify Participating Entity of all potential claims that Contractor is aware of that arise as a result of Contractor's performance under this Participating Addendum. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating Entity the opportunity to review and inspect the evidence, including the scene of an accident.
5. Cooperative Purchasing Contract: This Participating Addendum is a cooperative purchasing contract established pursuant to N.D.C.C. § [54-44.4-13](#). This Participating Addendum is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C chapter [39-04.2](#), and the International Peace Garden. Participation in this open-ended Participating Addendum is not mandated; therefore, the estimated volume of this Participating Addendum is not known.
6. Governing Law and Venue: This Participating Addendum is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Participating Addendum must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

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7. Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the Participating Entity must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
8. Alternative dispute resolution – Jury Trial: Participating Entity does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Participating Entity does not waive any right to a jury trial.
9. Attorney Fees: In the event a lawsuit is instituted by Participating Entity to obtain performance due under this Participating Addendum, and Participating Entity is the prevailing party, Contractor shall, except when prohibited by N.D.C.C. § 28-26-04, pay Participating Entity's reasonable attorney fees and costs in connection with the lawsuit.
10. Subcontractors: All contactors, dealers, and resellers authorized in the State of North Dakota 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.
11. 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.
12. Design, Installation, and Reconfiguration Services: Contractor shall provide, through their Authorized Dealer network, all design, installation, layout, and reconfiguration services to all Purchasing Entities. Design, specification, and layout services will be charged on an hourly basis; the maximum charge for each of these services will not exceed \$80.00 per hour. Installation, reconfiguration, and project management charges for all products offered through this PA will be charged on an hourly basis; the maximum charge for each of these services will not exceed \$70.00 per hour. Service charges will be included as a line item in the quote provided by the Authorized Dealer.
13. Insurance: Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or

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government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under

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these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.

5) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.

6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.


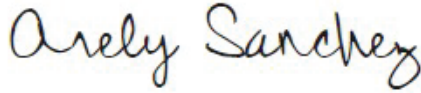


7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

8) Contractor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration. Optional Provision: An updated, current certificate of insurance shall be provided in the event of any change to a policy.



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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 North Dakota	Contractor: Steelcase, Inc.
Signature: 	Signature: 
Name: Gabriel Hoggarth	Name: Arely Sanchez
Title: State Procurement Officer	Title: Contract Specialist
Date: 3/1/2023	Date: February 20, 2023
Authorized Dealers	
Dealer: Fireside Office Products Inc.	
Signature: 	
Name: Chris Whalen	
Title: President / Owner	
Date: February 21, 2023	
Dealer: Connect Interiors LLC	
Signature: 	
Name: CharRae Chwialkowski	
Title: President	
Date: 2/28/2023	



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	<a href="mailto:jatkinson@naspovaluepoint.org">jatkinson@naspovaluepoint.org</a>

*[Please email fully executed PDF copy of this document to*

*[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)*

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



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**Exhibit 1  
 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	51.00%	51.00%	52.00%
Orangebox Kirn	44.00%	45.00%	45.00%
Flow	44.00%	45.00%	45.00%
Motif	44.00%	45.00%	45.00%
Sans	44.00%	45.00%	45.00%
433 Protege	59.00%	60.00%	62.00%
453 Criterion	61.00%	62.00%	63.00%
462 Leap	59.00%	60.00%	61.00%
464 Leap Work Lounge	50.00%	51.00%	52.00%
466 Reply	55.50%	56.00%	57.00%
475 Player	59.00%	60.00%	62.00%
487 Cachet Seating	53.00%	54.00%	55.00%
490 Move	53.00%	54.00%	55.00%
A La Carte	54.00%	58.00%	58.00%
Adjustable Tables - Airtouch	58.00%	62.00%	62.00%
Akira Tables	51.00%	52.00%	53.00%
Alight	54.00%	58.00%	58.00%
Amia	55.50%	56.00%	57.00%
Answer	67.00%	68.50%	70.00%
Answer Beam	67.00%	68.50%	70.00%
Answer Fence	67.00%	68.50%	70.00%
Answer Freestanding Desking	67.00%	68.50%	70.00%
Architectural Modular Power	52.00%	54.00%	54.00%
Avenir	69.00%	72.00%	74.00%
B Free - Furniture	44.00%	45.00%	45.00%
B Free - Seating	44.00%	45.00%	45.00%
Bassline	54.00%	58.00%	58.00%
Bivi	54.00%	58.00%	58.00%
Bottomline Task Light	50.00%	51.00%	51.00%
Brody Lounge Seating	44.00%	45.00%	45.00%
Buoy	54.00%	58.00%	58.00%
c:scape	51.00%	53.00%	55.50%
Campfire	54.00%	58.00%	58.00%
Clipper	54.00%	58.00%	58.00%
cobi	51.00%	52.00%	53.00%

**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
Crew Guest Seating	54.00%	58.00%	58.00%
Crew Seating	54.00%	58.00%	58.00%
Divisio Screens	51.00%	53.00%	55.50%
Duo Storage For Answer	67.00%	68.50%	70.00%
Duo Storage For Post & Beam	58.00%	59.00%	60.00%
Elbrook	51.88%	53.96%	53.96%
Flex	53.00%	54.00%	56.00%
Flex Active Frames	53.00%	54.00%	56.00%
Flex Had	53.00%	54.00%	56.00%
FrameOne	51.00%	53.00%	55.50%
Gesture	55.50%	56.00%	57.00%
Groupwork	54.00%	58.00%	58.00%
High Density Storage	63.00%	64.00%	65.00%
i2i	51.00%	52.00%	53.00%
Jack Seating	54.00%	58.00%	58.00%
Jacket	54.00%	58.00%	58.00%
Jenny	54.00%	58.00%	58.00%
Jersey	58.00%	59.00%	60.00%
Kart Seating	51.00%	52.00%	53.00%
Kick	67.00%	67.00%	67.00%
Kick Freestanding Casegoods	67.00%	67.00%	67.00%
LED Linear	50.00%	51.00%	51.00%
LED Shelf Light	50.00%	51.00%	51.00%
Max Stacker III	58.00%	59.00%	60.00%
media:scape	44.00%	45.00%	45.00%
media:scape Lounge	44.00%	45.00%	45.00%
Migration	57.00%	57.50%	58.50%
Migration SE Bench	57.00%	57.50%	58.50%
Migration SE Desk	57.00%	57.50%	58.50%
Montage	67.00%	68.50%	70.00%
Node	53.00%	54.00%	55.00%
Wiesner Hager Nooi	50.00%	51.00%	52.00%
Ology Bench	53.00%	54.00%	56.00%
Ology Desk	53.00%	54.00%	56.00%
Overfile Cabinets	58.00%	59.00%	60.00%
Pathways Power & Communication	58.00%	59.00%	60.00%
Pivot	54.00%	58.00%	58.00%
Premium Whiteboard	49.36%	52.76%	52.76%
Privacy Walls	47.00%	50.00%	50.00%
Qivi	51.00%	52.00%	53.00%
Qt Pro	49.00%	50.00%	50.00%
Sarto Privacy Modesty Screen	51.00%	52.00%	53.00%
Scoop Stool	54.00%	58.00%	58.00%
Series 9000	69.00%	72.00%	74.00%
Shortcut	54.00%	58.00%	58.00%
SILQ Seating	50.00%	51.00%	52.00%
Avenue	54.00%	58.00%	58.00%
Simple Tables	54.00%	58.00%	58.00%
Smoke	54.00%	58.00%	58.00%
Soffio Screen	53.00%	55.00%	55.00%

**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
Standard Lighting	67.00%	67.00%	67.00%
Steelcase Series 1	54.50%	55.50%	57.00%
Steelcase Series 2	55.50%	56.00%	57.00%
Sylvi Lounge	44.00%	45.00%	45.00%
Think - Task	55.50%	56.00%	57.00%
Thread Floor Power System	44.00%	45.00%	45.00%
Tour	54.00%	58.00%	58.00%
TS Bins & Shelves	67.00%	67.00%	67.00%
TS Fixed Pedestals	61.00%	63.00%	64.00%
TS Laterals	61.00%	63.00%	64.00%
TS Lockers	61.00%	63.00%	64.00%
TS Mobile Pedestals	61.00%	63.00%	64.00%
TS Tower Too	61.00%	63.00%	64.00%
TS Underworksurface Latera	61.00%	63.00%	64.00%
TS Worksurfaces	67.00%	67.00%	67.00%
Umami	44.00%	45.00%	45.00%
Low Profile Floor	52.00%	54.00%	54.00%
Universal Bookcases	63.00%	64.00%	65.00%
Universal Combination Cabinets	63.00%	64.00%	65.00%
Universal Hard Surface Screen	51.00%	52.00%	53.00%
Universal ITC/OTC Bins/Shelves	67.00%	68.50%	70.00%
Universal Lateral Files	63.00%	64.00%	65.00%
Universal Pedestals	67.00%	68.50%	70.00%
Universal Privacy Screens	53.00%	55.00%	55.00%
Universal Storage Cabinets	63.00%	64.00%	65.00%
Universal System Worksurface-Wood	67.00%	68.50%	70.00%
Universal Towers	63.00%	64.00%	65.00%
Universal Wardrobe Cabinets	63.00%	64.00%	65.00%
Universal Workstation Verticals	63.00%	64.00%	65.00%
Universal Storage Accessories	63.00%	64.00%	65.00%
Universal System Screens	67.00%	68.50%	70.00%
Universal System Worksurfaces	67.00%	68.50%	70.00%
Universal Tables	67.00%	68.50%	70.00%
Uno	54.00%	58.00%	58.00%
V.I.A.	48.10%	51.00%	51.00%
Verb	53.00%	55.00%	55.00%
Work Tents	50.00%	53.35%	53.35%
Convey	45.00%	47.00%	47.00%
Embold	45.00%	47.00%	47.00%
Exchange Tables	45.00%	47.00%	47.00%
Folio	45.00%	47.00%	47.00%
Mobile Overbed Tables	45.00%	47.00%	47.00%
Opus	45.00%	47.00%	47.00%
Park	45.00%	47.00%	47.00%
Regard	45.00%	47.00%	47.00%
Senza	45.00%	47.00%	47.00%
Sonata	45.00%	47.00%	47.00%
Surround	45.00%	47.00%	47.00%
Sync	45.00%	47.00%	47.00%
Viccarbe	38.13%	40.85%	40.85%

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
Belle	49.00%	50.50%	50.50%
Boardwalk	49.00%	50.50%	50.50%
Brighton	49.00%	50.50%	50.50%
Greenpoint Bench	49.00%	50.50%	50.50%
Greenpoint Private Office	49.00%	50.50%	50.50%
Greenpoint Steel Storage	49.00%	50.50%	50.50%
Greenpoint Wood Storage	49.00%	50.50%	50.50%
Mesa	49.00%	50.50%	50.50%
Slope	49.00%	50.50%	50.50%
Sterling	49.00%	50.50%	50.50%
Convvene Conference Collection	51.00%	53.00%	53.00%
Currency	54.00%	58.00%	58.00%
Elective Elements	53.00%	55.00%	55.00%
Elective Elements - Parametric	53.00%	55.00%	55.00%
Mackinac	51.00%	53.00%	53.00%
Mingle Seating	51.00%	53.00%	53.00%
Payback	54.00%	58.00%	58.00%
Sawyer	54.00%	58.00%	58.00%
Siento Seating	51.00%	53.00%	53.00%
Slim Leg Had	51.00%	53.00%	53.00%
Verlay	54.00%	58.00%	58.00%
Victor2	51.00%	53.00%	53.00%
CF Series Intro	49.00%	50.00%	50.00%
Flex Dock	49.00%	50.00%	50.00%
Flex Mobile Power	49.00%	50.00%	50.00%
Powerstrip Intro	49.00%	50.00%	50.00%
Privacy	49.00%	50.00%	50.00%
West Elm Products (other than Exceptions below)	49.00%	50.50%	50.50%
PolyVision by Designtex Products (other than Exceptions below)	44.00%	45.00%	45.00%
Orangebox Pods Products (other than Exceptions below)	42.75%	44.25%	44.25%
Orangebox Products (other than Exceptions below)	44.00%	45.00%	45.00%
Steelcase Wood Products (other than Exceptions below)	51.00%	53.00%	53.00%
Steelcase Worktools Products (other than Exceptions below)	49.00%	50.00%	50.00%
Steelcase Health Products (other than Exceptions below)	45.00%	47.00%	47.00%
Coalesse Products (other than Exceptions below)	51.00%	51.00%	52.00%

## 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.