

**PARTICIPATING ADDENDUM**  
(hereinafter "Addendum")  
For  
**NASPO VALUEPOINT OFFICE FURNITURE**  
**MASTER AGREEMENT NO. MA147**  
(hereinafter "Master Agreement")  
Between  
Steelcase Inc.  
(hereinafter "Contractor")  
and  
State of Hawaii  
(hereinafter "Participating State")

**State of Hawaii, State Procurement Office (SPO) Vendor List Contact No. 19-09**

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number MA147 with Steelcase Inc.

1. Scope:

This addendum covers NASPO ValuePoint Office Furniture including; workspace furniture, systems furniture and accessories, desks/tables and accessories, filing, seating and accessories, and storage with accessories. The contract also allows for design and installation services to be provided for furniture purchased through this agreement. NASPO ValuePoint Office Furniture is led by Utah for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Changes:

A Usage Reports. Contractor shall submit a quarterly gross sales report (including zero dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 6 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name  
Date of Purchase  
Product/Service Description  
Quantity  
Unit of Measure  
Item No. Part Number (if applicable)  
MSRP List Price  
NASPO ValuePoint Contract Price

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Workers' Compensation;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Offeror must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.



For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Licensing

Offerors and Contractors must be properly licensed and capable of performing the Work as described in the RFP, at the time of submission of the Proposal, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

5. Lease Agreements:

Leasing is not authorized by this Addendum

6. Primary Contact:

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

Participating State

Name: Carey Ann Sasaki  
Address: State Procurement Office  
1151 Punchbowl Street, Room 416  
Honolulu, HI 96813  
Telephone: (808) 586-0575  
Fax: (808) 586-0570  
E-Mail: careyann.r.sasaki@hawaii.gov

Contractor

Name: Kevin Loubert  
Address: 901 44<sup>th</sup> St. SE  
Grand Rapids, MI 49508  
Telephone: (616) 246-9455  
Fax: (616) 247-4918  
E-Mail: kloubert@steelcase.com

7. Authorized Dealers:

All dealers authorized in the State of Hawaii, as shown on the dedicated Steelcase Inc. (NASPO ValuePoint) website, are approved to provide sales and services support to participants in the NASPO ValuePoint Master Agreement. The Steelcase Inc. dealer's participation will be in accordance with the terms and conditions set forth in the NASPO ValuePoint Master Agreement Number MA147.

8. Freight Charges:

All freight costs for shipments to the closest appropriate west coast shipping port for Hawaii

must be included in the product price offered to the participating entity. The participating entity pays for the actual shipping/freight cost from the closest appropriate west coast shipping port to Hawaii and may require an invoice from the carrier for this cost to be submitted. This cost must be listed on the contractor's invoice as a separate line item.

9. Design Services: Contractor shall provide, if offering open office panel systems, through their Authorized Dealer network, to all purchasing entities, all design, reconfiguration, and layout services at the contracted hourly rate quoted for each Participating Entity. Each Participating Entity must obtain a price quote of charges for design services that includes the hourly rate for these services, and approve prior to the Authorized Dealer beginning the design services. All design service charges to the Participating Entity shall be identified and agreed upon before a purchase order is executed using this contract and included as a separate line item on the invoice. The design drawing shall include plans and specifications.

On large or complex projects, the design services operator shall be available for on-site customer meetings, as required by the Participating Entity. Large or complex projects shall be mutually defined by the contractor and the Participating Entity on a case by case basis.

10. Installation Services: Contractor shall provide, if offering open office panel systems, through their Authorized Dealer network, to all purchasing entities, all design, reconfiguration, and layout services at the contracted hourly rate quoted for each Participating Entity. Each Participating Entity must obtain a price quote of charges for installation services that includes the hourly rate for these services, and approve prior to the Authorized Dealer beginning these services. All installation service charges to the Participating Entity shall be identified and agreed upon before a purchase order is executed using this contract and included as a separate line item on the invoice. Delivery of products for installation is the contractor's responsibility. Freestanding components (chairs, filing cabinets, desks, etc.) will not be subject to installation charges, but subject to inside delivery. Installation shall begin simultaneously with delivery of products that are subject to installation, unless otherwise requested by the Participating Entity. If installation does not occur as scheduled with the Participating Entity, the late penalties will apply (penalties to begin the first day of non-installation).

Installation will not include electrical power connections, which require a licensed electrician to perform the work and will be subject to prevailing wage rates. However, the Participating Entity shall have the option to hire a separate contractor to do the electrical connections or may request the successful contractor to sub-contract such work and pass the charge through the Participating Entity as a separate line item on the invoice.

The Participating Entity also reserves the right to install items with their own personnel or other third party. The Participating Entity shall first receive prior approval from the contractor before using an outside third party for installation. The contractor shall provide detailed installation instructions. Improper installations by others void manufacturer's warranty.

11. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Vendor List Contract No. 19-09 and the NASPO ValuePoint Master Agreement Number MA147.

Purchase Orders and Payments shall be made to Steelcase Inc. or to whomever is authorized under #7, if any.

12. Participating Entity as Individual Customer:



Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

13. Entire Contract:

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor: STEELCASE INC.
Signature: 	Signature: 
Name: SARAH ALLEN	Name: Emily S Hakim
Title: Administrator, SPO	Title: Pricing & Contracts Manager
Date: 8/16/18	Date: 7/31/2018

APPROVED AS TO FORM:

  
Deputy Attorney General

STATE OF HAWAII  
ADMINISTRATION  
STATE PROCUREMENT OFFICE



ATTACHMENT A NASPO ValuePoint - State of Hawaii 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 +
<b>Systems Furniture and Accessories</b>			
<b>Monolithic Systems &amp; Accessories</b>			
Avenir, Series 9000	69.00%	72.00%	74% or more**
Answer, Univ Ico/Otc Bins/Shelves, Universal System Worksurfaces, Duo Storage w/ Answer	67.00%	68.50%	70% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	67.00%	67.00%	67% or more**
Standard Lighting, Utility Lighting	67.00%	67.00%	68% or more**
Adj Tables - Series 5	53.50%	54.00%	55% or more**
<b>Frame and Tile &amp; Accessories</b>			
Answer, Montage, Univ Ico/Otc Bins/Shelves, Universal System Worksurfaces, Univ System Wkstf-Wood, Duo Storage w/ Answer & Montage	67.00%	68.50%	70% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	67.00%	67.00%	67% or more**
Standard Lighting, Utility Lighting	67.00%	67.00%	68% or more**
Adj Tables - Series 5	53.50%	54.00%	55% or more**
Balance of Worktools Products (with some Exceptions), Privacy, Bottomline, LED Linear, LED Personal, LED Shelf, Underline	49.00%	50.00%	50% or more**
<b>Seating</b>			
Protégé, Player	59.00%	60.00%	62% or more**
Criterion	69.00%	69.00%	69% or more**
462 Leap	59.00%	60.00%	61% or more**
media:scape, Brody Lounge, B Free, Umami	44.00%	45.00%	45% or more**
464 Leap Work Lounge	50.00%	51.00%	52% or more**
487 Cachet, 490 Move, Node, Node Health	53.00%	54.00%	55% or more**
Amia, Think, Reply	55.50%	56.00%	57% or more**
Steelcase Series 1	54.50%	55.50%	57% or more**
Gesture	55.50%	56.00%	57% or more**
Aspekt, Cura, Leela, Malibu, Mitra, Neighbor, Outlook Express, Outlook Hawthorne, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Sieste, Tava, Regard, Verge, Sorrel, X-tenz, Empath, Mineral, Surround, Balance of Health	45.00%	47.00%	47% or more**
Cobi, i2i, Kart, Qivi	51.00%	52.00%	53% or more**
Max Stacker III, Balance of Steel	58.00%	59.00%	60% or more**
Siento, Alcove, Collaboration, Escapade, Mingle, Oriana, Snodgrass 474 Wood, Terrazo, Topaz, Balance of Wood	51.00%	53.00%	53% or more**
Bivi, Campfire, Crew, Jack, Jenny, Scoop, Shortout, Uno, Lincoln, Buoy, alight, Sawyer, Balance of Turnstone	54.00%	58.00%	58% or more**
Coalesse Astor, Await, Biv, Bob, Capa, Circa, Coupe, Davos, Evaneau, Hostu, Joel, Lagunitas, Massaud, Milbrae, Montara650, Passerelle, Ripple, Sidewalk, SW_1, Swathmore, Switch, Thoughtful, Together, Topo, Visalia, Bindu, Chord, Enea, Enea Lottus, Kathryn, Lox, Last Minute, Emu collection, Wrapp, Less Than Five, Balance of Coalesse	51.00%	51.00%	52% or more**
<b>Desks/Tables</b>			
Kick Freestanding	67.00%	67.00%	67% or more**
Answer Freestanding, Universal Pedestals, Universal Tables	67.00%	68.50%	70% or more**
c:scape, FrameOne, Divisio Screens	51.00%	53.00%	55.5% or more**
Context, Post and Beam, Balance of Steelcase Steel	58.00%	59.00%	60% or more**
Univ Underworksurface bookcase, 900 Series Underworksurface Lateral, Universal Underworksurface Lateral, Univ Storage Laminate	63.00%	64.00%	65% or more**
TS Fixed Pedestals, TS Underworksurface Laterals	61.00%	63.00%	64% or more**
Opus, Folio, Ainsley, Davenport, Waldorf, Aspekt, Leela, Mitra, Outlook Hawthorn, Outlook Jarrah, Outlook, Sequoia, Regard, Sieste, Sorrel, Tava, Sync, Pocket, Relay Arm, Exchange, Park, Senza, Waldorf, Neighbor, Opus, Freestanding, Chart Box, Mobile Overbed Tables, Balance of Health	45.00%	47.00%	47% or more**
media:scape, Thread Floor Power, ScapeSeries, Fitwork, B Free	44.00%	45.00%	45% or more**
Adj Tables - Ology	53.00%	54.00%	56% or more**
Adj Tables - Migration	57.00%	57.50%	58.5% or more**
Verb	52.00%	55.00%	55% or more**
Elective Elements	53.00%	55.00%	55% or more**
Garland, Walden, Impact, Flexframe, Convene, Balance of Wood	51.00%	53.00%	53% or more**
Currency, Payback, Bivi, Tour, Groupwork, Campfire, Jenny, Simple, Baseline, alight, Balance of Turnstone	54.00%	58.00%	58% or more**
Adj Tables - Series 5, Series 7, Series Bench	53.50%	54.00%	55% or more**
Akira & Runner Tables, Univ Privacy Modesty Sorn	51.00%	52.00%	53% or more**
Adj Tables - Airtouch	58.00%	62.00%	62% or more**
Coalesse Au Lait, Avon, Await, Ballet, Biv, Bob, Circa, Denizen, Diekman, E-Table 2, Enea, Enea Lottus, Free Stand, GH_1, Holy Day, Host, Lagunitas, Milbrae, Montara650, Passerelle, Potrero415, Reunion, Sebastopol, Sidewalk, Soft Leaf, SW_1, Switch, Train, Trees, Balance of Coalesse	51.00%	51.00%	52% or more**
<b>Filing and Storage</b>			
TS 200 Series Laterals, Overfile Cabinets, Balance of Steel	58.00%	59.00%	60% or more**
Ts Fixed Pedestals, TS Laterals, Ts Mobile Pedestals, Ts Tower Too, Ts Underworksurface Latera	61.00%	63.00%	64% 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	63.00%	64.00%	65% or more**
Univ Pedestals	67.00%	68.50%	70% or more**
Garland, Victor2, Walden, Balance of Wood	51.00%	53.00%	53% or more**
Currency, Payback, Bivi, Tour, Balance of Turnstone	54.00%	58.00%	58% or more**
Folio, Ainsley, Opus, Sonata, Davenport, Park, Senza, Waldorf, Balance of Health	45.00%	47.00%	47% or more**
Coalesse Denizen, Exponents, New Exponents, Host, Sidewalk	51.00%	51.00%	52% or more**
<b>EXCEPTIONS</b>			
<ul style="list-style-type: none"> <li>Steelcase Steel and Wood Price Lists: New Products, eno Accessories, eno Whiteboards, Low Profile Floor, Premium Whiteboards, Privacy Walls, PwLSG Framing, QT Pro, Room</li> <li>Steelcase Worktools Price Lists: New Products.</li> <li>Turnstone Price Lists: New Products</li> <li>Coalesse Price Lists: New Products, Arzu, Carl Hansen</li> <li>Steelcase Health Price Lists: New Products.</li> </ul>			
<b>OTHER</b>			
<ul style="list-style-type: none"> <li>Only orders from Steelcase Steel, Steelcase Wood, and Steelcase Worktools Price Lists may be combined for the purpose of defining order size.</li> <li>Terms and Conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis.</li> </ul>			