

**STATE OF MONTANA TERM CONTRACT**

**Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
TTY Users-Dial 711  
<http://sfsd.mt.gov/>**

**T.C. NO.: NVP MA147  
Title: OFFICE FURNITURE  
This is a non-exclusive contract.**

CONTRACT TERM	FROM	01/22/2018	CONTRACT STATUS	NEW (xx)
	TO	01/21/2023		RENEW ( )
VENDOR ADDRESS	Steelcase Inc. 901 44 <sup>th</sup> Street SE Grand Rapids MI 49508		ORDER ADDRESS	
ATTN:	Walter Schlafke, Jr.		ATTN:	
PHONE:	612-720-8392		PHONE:	
FAX:	616-246-4918		FAX:	
E-MAIL:	wschlafk@steelcase.com		E-MAIL:	

PRICES: Discount Matrix per NASPO ValuePoint Agreement  
DELIVERY: FOB Destination  
TERMS: Net 30 Days

REMARKS:

Tom Hastings, CONTRACTS OFFICER

DATE:

**AUTHORIZED SIGNATURE**

## NASPO VALUEPOINT OFFICE FURNITURE

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This document represents an overview of the NASPO ValuePoint contract for Office Furniture. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

### 1.0 BACKGROUND

The State of Montana is a member of NASPO ValuePoint which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Utah on behalf of NASPO ValuePoint.

### 2.0 PURPOSE

The purpose of this contract is to provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Office Furniture.

### 3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

### 4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Walter Schlafke, Jr.  
Steelcase Inc.  
901 44<sup>th</sup> Street SE  
Grand Rapids MI 49508  
Phone: 612-720-8392  
Fax: 616-246-4918  
wschlafk@steelcase.com

State Liaison  
Tom Hastings, Contracts Officer  
State of Montana, State Procurement Bureau  
125 North Roberts, Mitchell Bldg., Room 165  
Helena, MT 59620  
Phone: 406-444-0338  
Fax: 406-444-2529  
Email: thastings@mt.gov

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**5.0 ORDERING PROCEDURE**

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # MA147" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories of the service contract. Please channel PO through an authorized dealer so they can arrange for proper ordering and installation of your unit.

Purchase Orders will be made out to Steelcase Inc., not the dealer/reseller.

**6.0 CONTRACT TERM**

This contract took effect on January 22, 2018 and shall terminate on January 21, 2023. (Mont. Code Ann. § 18-4-313.)

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Master Agreement #: MA147

Contractor: **STEELCASE**

Participating Entity: **STATE OF MONTANA (PARTICIPATING STATE OR STATE)**

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

- Workspace (comprehensive planning solutions)
- Seating
- Desks & Tables
- Filing & Storage

**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.
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 Montana. 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:	Walter Schlafke, Jr.
Address:	901 44 <sup>th</sup> Street SE, Grand Rapids, MI 49508
Telephone:	612-720-8392
Fax:	616-246-4918
Email:	wschlafk@steelcase.com

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Participating Entity

Name:	Tom Hastings
Address:	125 North Roberts St., Helena, MT 59601
Telephone:	406-444-0338
Fax:	406-444-2529
Email:	thastings@mt.gov

**4. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

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

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

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the State, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the State. (Section 18-4-141, MCA.)

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer, for Contractor's employees, for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this Contract.

**REDUCTION OF FUNDING:** State must by law terminate this Contract if funds are not appropriated or otherwise made available to support State's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this Contract as required by law, and provide written notice to Contractor as soon as is practicable. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date State's termination takes effect, in addition to any reasonable costs associated with products which have been ordered by State and have begun production prior to notice of termination. This is Contractor's sole remedy. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**TAX EXEMPTION:** State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**STATE OF MONTANA ADMINISTRATIVE FEE:** The State of Montana assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

**REQUIRED REPORTING:** Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the State to manage this contract. Contractor shall provide CO with an

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electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

**DESIGN SERVICES:** Contractor shall provide, through their Authorized Dealer(s), to all purchasing entities design, reconfiguration, and layout services at a contracted hourly rate of \$55.00 per hour.

**INSTALLATION SERVICES:** Contractor shall provide, through their Authorized Dealer(s), to all purchasing entities installation services at a contracted hourly rate of \$55.00 per hour within a 40-mile radius of the Authorized Dealer Location. For installation and reconfiguration services, there may be an add surcharge for services performed outside a 40-mile radius of the Authorized Dealer location and quoted per project by the Authorized Dealer.

**REQUIRED INSURANCE**

**General Requirements.** Contractor shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

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**Specific Requirements for Automobile Liability.** Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

**Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to State. At the request of State and at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

**COMPLIANCE WITH WORKERS' COMPENSATION ACT:** Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135.

5. **Subcontractors:** All contractors and dealers authorized in the State of Montana, 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 Master Agreement.
6. **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

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parties to the order agree in writing that another contract or agreement applies to such order.

Purchase Orders may be placed with Steelcase or with an Authorized Steelcase Dealer. All orders placed directly with Steelcase must be written to Steelcase Inc. c/o (insert the name of the Authorized Steelcase Dealer). Orders placed with an Authorized Steelcase Dealer are to be written to that Authorized Steelcase Dealer.

7. **Freight Terms:** Deliveries from Contractor to State shall be FOB destination.

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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:	Contractor: Steelcase Inc.
Signature:  DocuSigned by:  5FBAABB9738647B...	Signature:  DocuSigned by:  81F44DBB86F04D7...
Name:  cheryl Grey	Name: Brent Renkema
Title:  SFSD Administrator	Title: Manager, Pricing and Contracts
Date:  6/15/2018	Date:  6/15/2018
Approved as to Legal Content:  DocuSigned by:  8E2DE9861B4E4EF...	
Date:  6/15/2018	

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***  
***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

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

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**Federal Terms and Conditions  
(Non-Construction)**

**1. NONDISCRIMINATION**

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

**2. LOBBYING**

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

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**3. DRUG-FREE WORK PLACE**

The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

**4. ENVIRONMENTAL PROTECTION**

a. The Contractor agrees that its performance under this contract shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

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Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3)

**5. USE OF UNITED STATES FLAG VESSELS**

a. The Contactor agrees that travel under this contract shall use U.S.-flag air carriers ( air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The Contactor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

**6. DEBARMENT AND SUSPENSION**

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at [www.sam.gov](http://www.sam.gov) to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

**7. BUY AMERICAN ACT** – Deleted.

**8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES**

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**9. COPELAND "ANTI-KICKBACK" ACT**

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The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**10. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.(40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

**11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**14. PROCUREMENT OF RECOVERED MATERIALS**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that

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contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT A			
NASPO ValuePoint - State of Montana Contract # MA147			
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>			
Monolithic Systems & Accessories			
Avenir, Series 9000	68.54%	71.58%	73.61% or more**
Answer, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Duo Storage w/ Answer	66.51%	68.03%	69.55% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	66.51%	66.51%	66.51% or more**
Standard Lighting, Utility Lighting	66.51%	66.51%	67.52% or more**
Adj Tables - Series 5	52.80%	53.31%	54.33% 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	66.51%	68.03%	69.55% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	66.51%	66.51%	66.51% or more**
Standard Lighting, Utility Lighting	66.51%	66.51%	67.52% or more**
Adj Tables - Series 5	52.80%	53.31%	54.33% or more**
Balance of Worktools Products (with some Exceptions), Privacy, Bottomline, LED Linear, LED Personal, LED Shelf, Underline	48.24%	49.25%	49.25% or more**
<b>Seating</b>			
Protégé, Player	58.39%	59.40%	61.43% or more**
Criterion	68.54%	68.54%	68.54% or more**
462 Leap	58.39%	59.40%	60.43% or more**
media:scape, Brody Lounge, B Free, Umami	43.16%	44.18%	44.18% or more**
464 Leap Work Lounge	49.25%	50.27%	51.28% or more**
487 Cachet, 490 Move, Node, Node Health	52.30%	53.31%	54.33% or more**
Amia, Think, Reply	54.83%	55.34%	56.36% or more**
Steelcase Series 1	53.82%	54.83%	56.36% or more**
Gesture	54.83%	55.34%	56.36% 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	44.18%	46.21%	46.21% or more**
Cobi, i2i, Kart, Qivi	50.27%	51.28%	52.30% or more**
Max Stacker III, Balance of Steel	57.37%	58.39%	59.40% or more**
Siento, Alcove, Collaboration, Escapade, Mingle, Oriana, Snodgrass 474 Wood, Terrazo, Topaz, Balance of Wood	50.27%	52.30%	52.30% or more**
Bivi, Campfire, Crew, Jack, Jenny, Scoop, Shortcut, Uno, Lincoln, Buoy, alight, Sawyer, Balance of Turnstone	53.31%	57.37%	57.37% or more**
Coalesse Astor, Await, Bix, Bob, 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	50.27%	50.27%	51.28% or more**
<b>Desks/Tables</b>			
Kick Freestanding	66.51%	66.51%	66.51% or more**
Answer Freestanding, Universal Pedestals, Universal Tables	66.51%	68.03%	69.55% or more**
c:scape, FrameOne, Divisio Screens	50.27%	52.30%	54.83% or more**
Context, Post and Beam, Balance of Steelcase Steel	57.37%	58.39%	59.40% or more**
Univ Underworksurface bookcase, 900 Series Underworksurface Lateral, Universal Underworksurface Lateral, Univ Storage Laminate	62.45%	63.46%	64.48% or more**
TS Fixed Pedestals, TS Underworksurface Laterals	60.42%	62.45%	63.46% 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	44.18%	46.21%	46.21% or more**
media:scape, Thread Floor Power, ScapeSeries, Fitwork,B Free	43.16%	44.18%	44.18% or more**
Adj Tables - Ology	52.30%	53.31%	55.34% or more**
Adj Tables - Migration	56.36%	56.86%	57.88% or more**
Verb	51.28%	54.33%	54.33% or more**
Elective Elements	52.30%	54.33%	54.33% or more**
Garland, Walden, Impact, Flexframe, Convene, Balance of Wood	50.27%	52.30%	52.30% or more**
Currency, Payback, Bivi, Tour, Groupwork, Campfire, Jenny, Simple, Bassline, alight, Balance of Turnstone	53.31%	57.37%	57.37% or more**
Adj Tables - Series 5, Series 7, Series Bench	52.80%	53.31%	54.33% or more**
Akira & Runner Tables, Univ Privacy Modesty Scrn	50.27%	51.28%	52.30% or more**
Adj Tables - Airtouch	57.37%	61.43%	61.43% 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, Montata650, Passerelle, Potrero415, Reunion, Sebastopol, Sidewalk, Soft Leaf, SW_1, Switch, Train, Trees, Balance of Coalesse	50.27%	50.27%	51.28% or more**
<b>Filing and Storage</b>			
TS 200 Series Laterals, Overfile Cabinets, Balance of Steel	57.37%	58.39%	59.40% or more**
Ts Fixed Pedestals, TS Laterals, Ts Mobile Pedestals, Ts Tower Too, Ts Underworksurface Latera	60.42%	62.45%	63.46% or more**
Univ Bookcases, Univ Combination Cabinets, Univ Storage Cabinets, Univ Towers, Univ Wardrobe Cabinets, Univ Workstation Verticals, Universal Storage Acc., 900 Series	62.45%	63.46%	64.48% or more**
Laterals, Universal Laterals, Univ Storage Laminate, High Density Storage	62.45%	63.46%	64.48% or more**
Univ Pedestals	66.51%	68.03%	69.55% or more**
Garland, Victor2, Walden, Balance of Wood	50.27%	52.30%	52.30% or more**
Currency, Payback, Bivi, Tour, Balance of Turnstone	53.31%	57.37%	57.37% or more**
Folio, Ainsley, Opus, Sonata, Davenport, Park, Senza, Waldorf, Balance of Health	44.18%	46.21%	46.21% or more**
Coalesse Denizen, Exponents, New Exponents, Host, Sidewalk	50.27%	50.27%	51.28% 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, PW LSG Framing, QT Pro, Room Wizard 2.0, Space Analytics, STC Workplace</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>			