

Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

36

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2300000859

Effective Date: 03/01/2023 Record Date: 06/04/2025 Expiration Date: 01/31/2027 Procurement Folder: 1017752

Document Description: Furniture (Steelcase) Procurement Type: Standard Goods and Services

Cited Authority: Competitive Sealed Bidding-Goods and Services Version Number:

CONTACT INFORMATION

ISSUER:

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REASON FOR MODIFICATION

June 2, 2025 - Modification to add Commodity Lines 61-62 on behalf of ELC for approved purchases in accordance with Section 2 of the contract. No other changes have been made; documentation is on file with OPS.

VENDOR INFORMATION

Name /Address: Contact:

KS0013272: Steelcase Inc.

Nate Kolakowski
6164300356

901 44th Street SE nkolakow@steelcase.com

Grand Rapids MI 49508

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000	EA	\$0.000000	\$0.00			\$0.00

Furniture

Extended Description:

Purchases will be quote based.

Brand- Steelcase

Seating, Tables- 55%

Desks/Workstation, Workstation Panels (Cubicle Walls)- 64%

Ancillary/Filing/Storage- 45%

Brand- Steelcase Wood

Desks/Workstation- 55%

Brand- Coalesse

Seating, Tables, Desks/Workstation, Ancillary/Filing/Storage- 41%

Brand- Viccarbe

Seating, Tables, Desks/Workstation, Ancillary/Filing/Storage- 41%

Installation- \$65 per hour Design- \$75 per hour

Agencies purchasing from this Master Agreement will be required to obtain a quote from the vendor and submit it to OPS.Reporting@ky.gov. The Commonwealth Buyer or OPS Representative will amend the Master Agreement to add a Commodity Line for the products based upon the approved quote. Once the contract modification is completed the Commonwealth Buyer or OPS Representative will identify the appropriate Commodity Line for the agency to issue the Delivery Order (DO) against.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	1.00000	EACH	\$37,898.740000	\$0.00			\$37,898.74

KDVA - Approved Quote 122850

Extended Description:

WORKSTATIONS - \$31,701.66

DESIGN (Project Design Time) - \$650.00

DELIVERY AND INSTALLATION - \$5,547.08

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	1.00000	EACH	\$21,126.750000	\$0.00			\$21,126.75

PPC - Approved Quote 123478

Extended Description: WORKSTATIONS - \$17,695.55

DELIVERY AND INSTALL - \$3,431.20

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	1.00000	EACH	\$4,794.300000	\$0.00			\$4,794.30

KSP - Approved Quote 127777

Extended Description: Five (5) 465A300 - Think; Chair, 3D knit - \$4,063.50

DELIVERY AND INSTALL - \$730.80

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	1.00000	EACH	\$603.550000	\$0.00			\$603.55

KSP - Approved Quote 128513

Extended Description:

One (1) 435A00 (Steelcase Series 1; Chair-Task) \$449.55

Installation \$154.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	1.00000	EACH	\$170,116.020000	\$0.00			\$170,116.02

DOR - Approved Quote 127668

Extended Description:

Twenty-two (22) COCZUD257239 (Exponents Credenza With Doors24 3/4D x 72W x39H) \$153,151.02

Installation \$16,965.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
7	1.00000	EACH	\$108,065.750000	\$0.00			\$108,065.75

CHFS - Approved Quote 127118

Extended Description:

One Hundred Fifty-Five (155) 4821414 (Amia Chair Uph 3D Microknit back Air Bckrst Arms) (155 x \$637.65 = \$98,835.75)

Includes Installation Services (\$9,230.00)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	1.00000	EACH	\$464,457.620000	\$0.00			\$464,457.62

DECA - Approved Quote 127898

Extended Description:

5th Floor TCOB Phase 2 Move/Relocation - \$464,457.62

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	1.00000	EACH	\$7,645.150000	\$0.00			\$7,645.15

CHFS - Approved Quote 128890

Extended Description:
Eleven (11) 4821414 - Amia Chair Uph 3D Microknit back Air Bckrst Arms

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
10	1.00000	EACH	\$166,326.350000	\$0.00			\$166,326.35

DMA - Approved Quote 129627

Extended Description:

JFHQ building on Boone National Guard Center

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
11	1.00000	EACH	\$695,781.680000	\$0.00			\$695,781.68

DMA - Approved Quote 129509

Extended Description:

JFHQ building on Boone National Guard Center 1st Floor

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
12	1.00000	EACH	\$940,676.610000	\$0.00			\$940,676.61

DMA - Approved Quote 129530

Extended Description:
JFHQ building on Boone National Guard Center 2nd Floor

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
13	1.00000	EACH	\$546,833.880000	\$0.00			\$546,833.88

DECA - Approved Quote 129342

Extended Description:

5th Floor TCOB Privacy Wall - Phase 1 OSB (\$124,540.74)

Phase 2 (\$259,405.53) Phase 3 (\$74,340.07) Phase 4 (\$70,958.46)

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
14	1.00000	EACH	\$85,080.400000	\$0.00			\$85,080.40

DMA - Approved Quote 130394

Extended Description:

Boone National Guard Center Armory - Project 10184

Installation Included

	Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
ſ	15	1.00000	EACH	\$38,106.430000	\$0.00			\$38,106.43

DMA - Approved Quote 129832

Extended Description:

Boone National Guard Center Armory - Project 4855

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
16	1.00000	EACH	\$24,336.900000	\$0.00			\$24,336.90

DMA - Approved Quote 129833

Extended Description:

Boone National Guard Center Armory - Project 4855

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
17	1.00000	EACH	\$377.300000	\$0.00			\$377.30

CHFS - Approved Quote 129891

Extended Description:
Thread Connector (PFLCNCTR) and Thread Powertrack-Ramp (PFLTRK)

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
18	1.00000	EACH	\$40,274.200000	\$0.00			\$40,274.20

ELC Approved Quote 129329

Extended Description: Breakroom + Micro Market Project

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
19	1.00000	EACH	\$109,535.170000	\$0.00			\$109,535.17

DMA - Approved Quote 131048

Extended Description:

KG-J6-VO BLDG 154 Project

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
20	1.00000	EACH	\$138,673.200000	\$0.00			\$138,673.20

DMA - Approved Quote 131055

Extended Description:
KG-J6-VO BLDG 154 Project (Training Room)

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
21	1.00000	EACH	\$8,750.240000	\$0.00			\$8,750.24

DMA - Approved Quote 131600

Extended Description:
KG-J6-VO BLDG 154 Project (JFHQ 210C-Office)

Includes Installation Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
22	1.00000	EACH	\$8,173.740000	\$0.00			\$8,173.74

DMA - Approved Quote 131623

Extended Description: KG-J6-VO BLDG 154 Project (JFHQ-JAG)

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
23	1.00000	EACH	\$44,441.710000	\$0.00			\$44,441.71

DMA - Approved Quote 131637

Extended Description:

KG-J6-VO BLDG 154 Project (JFHQ)

Includes Installation and Design Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

24 | 1.00000 | EACH | \$39,839.850000 | \$0.00 | \$39,839.85

CPE - Approved Quote 126489

Extended Description:

Fifteen (15) TS4FLIP2 (Table-Rectangle, Flip-top)

Four (4) TS4NFLIP (Table-Rectangle, Non-flip)

Twenty-five (25) 4821410 (Amia; Chair, Upholstered, Arms)

Includes Installation Services

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
25	1.00000	EACH	\$23,820.300000	\$0.00			\$23,820.30

CHFS - Approved Quote 131084

Extended Description:

PROJECT 10988 INCLUDES:

INSTALL - ORI INSTALLATION - \$6,890.00

DESIGN - ORI Design - \$390.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
26	1.00000	EACH	\$273,149.620000	\$0.00			\$273,149.62

KYTC - Approved Quote 256359

Extended Description:

KYTC DISTRICT 6 - PROJECT 230450 INCLUDES:

DESIGN - \$2,756.25

INSTALLATION - \$26,712.50

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
27	1.00000	EACH	\$28,525.820000	\$0.00			\$28,525.82

CHFS - Approved Quote 133843

Extended Description:

PROJECT 11581 INCLUDES:

DPH RECEPTION - \$5,617.44

DPH WORKSTATIONS - \$10,756.44

HOUSE INTERVIEW ROOM - \$5,365.44

INSTALL - ORI INSTALLATION - \$6,786.50

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
28	1.00000	EACH	\$45,334.230000	\$0.00			\$45,334.23

CHFS - Approved Quote 134186

Extended Description:

PROJECT 11394 INCLUDES:

1st CENTRAL CONF RM - \$9,942.10

1st ADD PANELS - \$665.28

1st TRAINING RM 2 - \$9,187.50

1st TRAINING RM 4 - \$10,436.65

1st TRAINING RM 6 - $\$8,\!746.70$

DESIGN TIME - \$2,080.00

INSTALL - ORI INSTALLATION - \$4,276.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
29	1.00000	EACH	\$81,620.720000	\$0.00			\$81,620.72

CHFS - Approved Quote 133815

Extended Description:

PROJECT 11493 INCLUDES:

DESIGN TIME - \$1,200.00

 $INSTALL - ORI \ INSTALLATION - \$15,\!404.00$

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ĺ	Line	Ouantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total

1.00000 \$82,182.990000 \$0.00 \$82,182.99 EACH

CHFS - Approved Quote 134190

Extended Description:

PROJECT 11394 INCLUDES:

2ND 2-PH1-97 - \$5,723.30

2ND 2-PH2-49 - \$266.40

2ND 2-PH3-52 - \$2,377.80

2ND 2-PH3-9 - \$897.48

2ND BREAKRM RESTROOM - \$897.48

2ND BREAKROOM - \$3,275.28

2ND CONFERENCE RM 2 - \$9,942.10

2ND EPI LOUNGE - \$5,700.15

2ND MOTHERS RM - \$3,090.10

2ND TRAINING RM 1 - \$8,718.50

2ND TRAINING RM 2 - \$25,355.85

2ND TRAINING RM 5 - \$5,465.60

2ND TRAINING RM 6 - \$1,676.95

INSTALL - ORI INSTALLATION - \$8,796.00

DESIGN TIME - \$1,200.00

INSTALL - ORI INSTALLATION - \$15,404.00

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
31	1.00000	EACH	\$11,979.400000	\$0.00			\$11,979.40

CHFS - Approved Quote 134192

Extended Description:

PROJECT 11394 INCLUDES:

3RD COMPUTER LAB - \$7,653.60

3RD ELEVATOR SEATING - \$2,917.80

INSTALL - ORI INSTALLATION - \$1,408.00

I	Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
	32	1.00000	EACH	\$11,003.310000	\$0.00			\$11,003.31

DMA - Approved Quote 126213

Extended Description:

Project 8273 - Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
33	1.00000	EACH	\$1,088.060000	\$0.00			\$1,088.06

DMA - Approved Quote 134401

Extended Description:

Floating shelf - Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
34	1.00000	EACH	\$64,184.460000	\$0.00			\$64,184.46

KET - Approved Quote 136148

Extended Description:

KET Project 11420

Installation Not Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
35	1.00000	EACH	\$2,629.600000	\$0.00			\$2,629.60
KET - Approved Quote 136447							

- Approved Quote 13644

Extended Description: KET Project KET003 (CHAIRS)

Installation Not Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
36	1.00000	EACH	\$39,284.280000	\$0.00			\$39,284.28

DMA - Approved Quote #137710

Extended Description:

DMA Project 10245

Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
37	1.00000	EACH	\$53,275.310000	\$0.00			\$53,275.31

DMA - Approved Quote #137713

Extended Description:

DMA Project 10245

Includes Installation & Design

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
38	1.00000	EA	\$38,015.690000	\$0.00			\$38,015.69

CHFS - Quote #137322

Extended Description:

CHFS Project 11966

Includes Installation & Design

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
39	1.00000	EA	\$4,527.990000	\$0.00			\$4,527.99

CHFS - Quote #137728

Extended Description: CHFS Project 11966

Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
40	1.00000	EA	\$3,761.780000	\$0.00			\$3,761.78

CHFS - Quote #137327

Extended Description: CHFS Project 11966

Installation not included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
41	1.00000	EA	\$3,107.720000	\$0.00			\$3,107.72

KDVA - Quote #138247

Extended Description: Two (2) RLF18365F - Universal; Lateral file

Installation Included

	Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
ſ	42	1.00000	EA	\$99,921.800000	\$0.00			\$99,921.80

CHFS - Quote #131177

Extended Description: 4821410 - Amia; Chair (QTY 133)

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
43	1.00000	EA	\$18,853.820000	\$0.00			\$18,853.82

DOCJT - Quote #139934

Extended Description:

Ouote #139934

- Eight (8) TS724THF Frame, Horizontal package, Thin, 24W
- Three (3) TS736THF Frame, Horizontal package, Thin, 36W
- Four (4) TS748THF Frame, Horizontal package, Thin, 48W
- Two (2) TS730THF Frame-Horizontal package, Thin, 30W
- Four (4) TS766TEPJ Junction-End of run, Thin, 66H
- Eight (8) TS766TIPJ Junction-In line, Thin, 66H
- Four (4) TS766TLPJ Junction-L, Thin, 66H
- Two (2) TS766TTPJ Junction-T, Thin, 66H
- One (1) TSAEGROM Grommet, Package Quantity 10
- Four (4) TS7PK48X Kit-Power, 3+1, 48W
- Sixteen (16) TS76024TK Panel skin-Tackable acoustical, 60H x 24W
- Four (4) TS76030TK Panel skin-Tackable acoustical, 60H x 30W
- Six (6) TS76036TK Panel skin-Tackable acoustical, 60H x 36W
- Eight (8) TS76048TK Panel skin-Tackable acoustical, 60H x 48W
- One (1) TS76BPX Power infeed, 3+1, 6L in ft
- Two (2) TS71SSX Receptacle-System ground, Line 1, 3+1
- Two (2) TS72SSX Receptacle-System ground, Line 2, 3+1
- Two (2) TS73SSX Receptacle-System ground, Line 3, 3+1
- Two (2) USSBR Bracket-Side support
- Four (4) UCANT Cantilever, On module application, 16W x 13D
- Two (2) OLELRQ Ology; Desk-Rectangle, Extended height
- Four (4) RSB48TAK Universal; Bin, Sliding door, Answer application, 48W
- Two (2) USWS Worksurface-Straight, Laminate, Plastic edge profile
- Two (2) USWS Worksurface-Straight, Laminate, Plastic edge profile
- Two (2) OLCBK4 Ology; Bracket-Cable, Package quantity 4
- One (1) RPXFTAKFP Filler-Flush steel front pedestal, Technology / Answer /
- Two (2) RPF2427AF Pedestal-Fixed, 2 box / 1 file, Flush steel front, 22 5/8D
- Two (2) RDD24244RAF Tower-Dual door right hand, File / file, Flush steel
- Two (2) 4821414 Amia Chair Uph 3D Microknit back Air Bckrst Arms

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
44	1.00000	EA	\$449.550000	\$0.00			\$449.55

CHFS Quote #140037

Extended Description:

Quote #140037

CHFS

710 US HWY 60 East

Morganfield KY 42437

One (1) 435A00 - Steelcase Series 1; Chair-Task

	Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
Г	45	1.00000	EA	\$1,246.000000	\$0.00			\$1,246.00

CHFS Quote #139810

Extended Description:

Quote #139810

Additional Labor Charge for 1st FL ORI

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
46	1.00000	EA	\$3,848.410000	\$0.00			\$3,848.41

CHFS Quote #140559

Extended Description:

Quote #140559

One (1) DSPOWER - Powerstrip Desktop

One (1) TSAPF5424 - Panel-Tackable, 54Hx24W

One (1) TSAPF6624 - Panel-Tackable 66Hx24W

One (1) TSAPTE54 - Trim-Vertical 54H

One (1) TSAPTE66 - Trim-Vertical 66H

One (1) RSC18363CF - Cabinet-Storage

One (1) TS4TLH28 - Campfire, Big Table

Installation Included

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
47	1.00000	EA	\$1,816.950000	\$0.00			\$1,816.95

CHFS Quote #140562

Extended Description:

Quote #140562

Three (3) DSPOWER - Powerstrip-Desktop

Two (2) 490710 - Move; Stool, Plastic Back, No arms, Glides

Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
48	1.00000	EA	\$52,278.650000	\$0.00			\$52,278.65

Military Affairs - Quote #141642

Extended Description:

Quote #141642

Project 10245

Kentucky Department of Military Affairs

100 Minuteman Pkwy #100

KIG-J6-VO BLDG 154

Frankfort, KY 40601

Bowman - 2nd Floor - Phase 2

Includes Delivery & Install Charges

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
49	1.00000	EA	\$129,133.380000	\$0.00			\$129,133.38

Military Affairs - Quote #141641

Extended Description:

Quote #141642

Project 10245

Kentucky Department of Military Affairs

100 Minuteman Pkwy #100

KIG-J6-VO BLDG 154

Frankfort, KY 40601

Bowman - 2nd Floor - Phase 2

Includes Delivery & Install Charges

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
50	1.00000	EA	\$20,213.680000	\$0.00			\$20,213.68

Military Affairs - Quote #141882

Extended Description:

Quote #141882

One (1) CRBK-Bookcase

Three (3) PWBWTBRD-Whiteboard Premium

Seven (7) CRL2H -Lateral 2 High File

Two (2) CRL4H-Lateral 4 High File

Four (4) E6KW243065-Cabinet, Plinth base

Includes ORI Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
51	1.00000	EA	\$14,988.430000	\$0.00			\$14,988.43

Military Affairs Quote #142077

Extended Description:

Quote #142077

Kentucky Department of Militar 100 MINUTEMAN PKWY# 100

KG-J6-VO BLDG 154

Frankfort KY 40601-6120

Three (3) CRBK - Bookcase

Two (2) 490412 - Move; Chair

One (1) TS4TBASE285 - Base

One (1) TS4THDR36 - Top-Table, Round

Three (3) RLF18364F - Universal; Lateral file

One (1) CRBK - Bookcase

One (1) TS4THR2424 - Top-Table

One (1) TS4TBASE22 - Base

One (1) PWBWTBRD - Whiteboard

One (1) TS4THR2424 - Top-Table

One (1) TS4TBASE22 - Base

One (1) TS4THR2424 - Top-Table

One (1) TS4

Two (2) PWBWTBRD - Whiteboard

One (1) E6BF153645P - Bookcase

One (1) TSBLNTRS - Bassline

Includes ORI Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
52	1.00000	EA	\$83,868.510000	\$0.00			\$83,868.51

FAC DECA Quote #142569

Extended Description:

Quote #142569

Ten (10) 451-GANGPKG - Circa; Ganging Kit

Six (6) 451-5000 - Circa; Lounge, 2 seat, Straight

Six (6) 451-5000 - Circa; Lounge, 2 seat, Straight

Four (4) 451-5000 - Circa; Lounge, 2 seat, Straight

Four (4) 451-5000 - Circa; Lounge, 2 seat, Straight

Five (5) 45-T1300HG - Circa; Table-Ganging, Straight, High, No legs, 27

One (1) TSBLNTRD - Bassline; Table-Round

Two (2) COMSL1 - Millbrae, Lifestyle; Chair-Lounge

One (1) COMFL3 - Millbrae; Sofa-3 seat, Contract, No arms

Seven (7) TS2TW54LC - Tower-Cabinet, Wardrobe hook, Contemporary pull, left hand

Seven (7) TS2TW54RC - Tower-Cabinet, Wardrobe hook, Contemporary pull, 7 992.88, right hand

Includes ORI Installation

ľ	Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
	53	1.00000	EA	\$9,200.150000	\$0.00			\$9,200.15

ELC Quote #139108

Extended Description:

Quote #139108

Two (2) TS724THF - Frame, Horizontal package, Thin, 24W

Three (3) TS748THF - Frame, Horizontal package, Thin, 48W

Two (2) TS748THF - Frame, Horizontal package, Thin, 48W

One (1) TS730THF - Frame-Horizontal package, Thin, 30W

Two (2) TS748TEPJ - Junction-End of run, Thin, 48H

Two (2) TS748TIPJ - Junction-In line, Thin, 48H

One (1) TS766TIPJ - Junction-In line, Thin, 66H

Two (2) TS786TCLJ - Junction-L, Change of height, Thin, 48 to 66

Two (2) TS748TLPJ - Junction-L, Thin, 48H

One (1) TS7PK24X - Kit-Power, 3+1, 24W

Two (2) TS7PK48X - Kit-Power, 3+1, 48W

Two (2) TS7PT48X - Kit-Power, 3+1, Pass through, 48W

Four (4) TS74224TK - Panel skin-Tackable acoustical, 42H x 24W

Two (2) TS74230TK - Panel skin-Tackable acoustical, 42H x 30W

Six (6) TS74248TK - Panel skin-Tackable acoustical, 42H x 48W

Four (4) TS76048TK - Panel skin-Tackable acoustical, 60H x 48W

One (1) TS76BPX - Power infeed, 3+1, 6L in ft

One (1) TS71SSX - Receptacle-System ground, Line 1, 3+1

One (1) TS73SSX - Receptacle-System ground, Line 3, 3+1

Two (2) UFB - Bracket-Flush mount

Two (2) USSBR - Bracket-Side support

One (1) UFSTOWER24 - Bracket-Worksurface to tower, 24D

Two (2) UCANT - Cantilever, On module application, 16W x 13D

Two (2) RSB48TAK - Universal; Bin, Sliding door, Answer application, 48W

One (1) WS2454 - Worksurface-Straight, Full depth, 24D x 54W

Two (2) WS2472 - Worksurface-Straight, Full depth, 24D x 72W

One (1) TS7WKSPT54 - Reinforcing channel, 54W

One (1) TS7WKSPT66 - Reinforcing channel, 66W

One (1) TS7PVWM - Wire manager-Vertical, Plastic, 48H

One (1) TS2PFF22U - Pedestal, File / file, Under worksurface, 22D

One (1) TS2PBF22MCH - Pedestal-Mobile, Box / file, Seat cushion, Handle, 22 1/4D

One (1) TS2TWS48RC - Tower-Storage, Open side shelf, Wardrobe hook,, Contemporary pull, Right hand, 48W

One (1) LSL18 - Light-Shelf, LED, 18 1/2W

One (1) 4821414 - Amia Chair Uph 3D Microknit back Air Bckrst Arms

Includes ORI Design & Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
54	1.00000	EA	\$9,657.900000	\$0.00			\$9,657.90

CHFS - Quote #141947

Extended Description:

CHFS Quote #141947

Project #11960

One (1) LOCKFR

One (1) CROHSHD

One (1) CRBRG

One (1) CRDWKSF

Two (2) TSATPL20

One (1) CRCD2HKSSPL

One (1) LSL18

One (10 CRBRG

One (1) CRBRG

Two (2) TSATPL20 -

One (1) CRCD2HKSSPR

One (1) LSL18

Includes Design & Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
55	1.00000	EA	\$68,811.170000	\$0.00			\$68,811.17

CHFS - Ouote #14820

Extended Description:

Quote #142820

Project #12736

DPHGrants - Includes:

Branch Manager Room, Hallway, Podcast Room, Restroom, Stools, Training Room, Work Room, and X-Design Time

Includes Design & Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
56	1.00000	EA	\$3,281.990000	\$0.00			\$3,281.99

CHFS - Quote #141985

Extended Description:

Quote #141985

Project #12758

DPH Grants -

Includes:

Commissioner Adds

One (1) CODAV38 - Davos; Bench-Medium, 13 1/4D x 38W x 17 1/2H

Three (3) TS34401 - OTTOMAN-ALIGHT, ROUND

Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
57	1.00000	EA	\$12,171.340000	\$0.00			\$12,171.34

CHFS - Quote #142662

Extended Description:

Quote #142662

Project #11581

Includes:

Reception Adds

WKSTN Adds

Includes Design and Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
58	1.00000	EA	\$443,078.500000	\$0.00			\$443,078.50

KET - Quote #145762

Extended Description:

KET

Quote #145762

Project #11927

Includes:

02: Visitor's Center

03: Breakroom

04: Executive Suite Lobby

05: Exec Office 125

06: Exec Office 126

07: Exec Office 127

08: Exec Office 128

09: Exec Office 129

10: Exec Conference Room 130

11: Exec Office 132

12: Typical Right Hand Offices

13: Typical Left Hand Offices

14: Office 140

15: Conference Room 144 & 145

16: Crew Room 154

18: Storage

21: Makeup Room

Includes Design & Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
59	1.00000	EA	\$4,010.620000	\$0.00			\$4,010.62

KET - Quote #147245

Extended Description:

Quote #147245

KET

Six (6) 435B00 - Steelcase Series 1; Stool-Task

Includes Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
60	1.00000	EA	\$30,768.770000	\$0.00			\$30,768.77

CHFS - Quote #146950

Extended Description:

Ouote #146950

Two (2) ZET86 - End trim, Vertical, 86H BASIC: 4799 PLATINUM METALLIC

Two (2) - ZET40 - End trim, Vertical, 40H BASIC: 4799 PLATINUM METALLIC

Three (3) ZFE2486 - Frame, Enhanced, Base cavity, 4 high, 24W x 86H

FRAME: 4799 PLATINUM METALLIC TOP-CAP: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTION TOP CAP: STD:STL TOP CAP

One (1) ZFE4845 - Frame-Enhanced, Base cavity, 2 high, 48W x 45H

FRAME: 4799 PLATINUM METALLIC TOP-CAP: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTION TOP CAP: STD:STL TOP CAP

One (1) ZFE1886 - Frame-Enhanced, Base cavity, 4 high, 18W x 86H

FRAME: 4799 PLATINUM METALLIC TOP-CAP: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTION TOP CAP: STD:STL TOP CAP

Three (3) ZFE3086 - Frame-Enhanced, Base cavity, 4 high, 30W x 86H

FRAME: 4799 PLATINUM METALLIC TOP-CAP: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTION TOP CAP: STD:STL TOP CAP

Two (2) ZFE4886 - Frame-Enhanced, Base cavity, 4 high, 48W x 86H

FRAME: 4799 PLATINUM METALLIC TOP-CAP: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTION

Two (2) ZJT888 - Junction-T, 86 to 86 to 86 application

BASIC: 4799 PLATINUM METALLIC

Twenty (20) TSAPS2448T - Stacker-Panel, Tackable, 24H x 48W

SURF-1: P200 NEW RICE SURF-2: P200 NEW RICE

FAB DIR: *OPT:FABRIC DIRECTION

SURF-1: SURF-1 DIRECTION

HORZ: STD:HORIZONTAL APPLICATION

SURF-2: SURF-2 DIRECTION

HORZ: STD:HORIZONTAL APPLICATION

Seven (7) TSAPTXC24 - Trim-Vertical, Corner, Change of height, 24H

BASIC: 4799 PLATINUM METALLIC

Seven (7) TSAPTE78 - Trim-Vertical, End of run, 78H

BASIC: 4799 PLATINUM METALLIC

END CAP: *OPT:END CAP VERT EOR OPTIONS

LOW: STD:LOW END CAP

Two (2) ZBC18 - Cover-Base, Plain, 18W BASIC: 4799 PLATINUM METALLIC

Six (6) ZBC24 - Cover-Base, Plain, 24W BASIC: 4799 PLATINUM METALLIC

Six (6) ZBC30 - Cover-Base, Plain, 30W BASIC: 4799 PLATINUM METALLIC

Six (6) ZBC48 - Cover-Base, Plain, 48W BASIC: 4799 PLATINUM METALLIC

One (1) ZDLL - Door lever set, Lock

One (1) ZDF4286LH - Frame-Door, Butt hinge, Left hand, 42W x 86H

BASIC: 4799 PLATINUM METALLIC

Eight (8) ZTAE1820 - Tile-Enhanced, Tackable acoustical, 18W x 20H

SURFACE: P200 NEW RICE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION

Twenty-Four (24) ZTAE2420 - Tile-Enhanced, Tackable acoustical, 24W x 20H

SURFACE: P200 NEW RICE

FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION

Twenty-Four (24) ZTAE3020 - Tile-Enhanced, Tackable acoustical, 30W x 20H

SURFACE: P200 NEW RICE

FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION

Twenty (20) ZTAE4820 - Tile-Enhanced, Tackable acoustical, 48W x 20H

SURFACE: P200 NEW RICE

FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION

One (1) ZTTBRKTFP - Bracket-Transaction top, Package quantity 2, Flat plate

BASIC: 4799 PLATINUM METALLIC

Two (2) ZWS86 - Bracket-Wall attachment, 86H

BASIC: 4799 PLATINUM METALLIC

One (1) UTR1648M - Worksurface-Transaction, Plastic edge, Laminate, Montage application, 15D x 47W Edge Finish: PLASTIC 6707 - ASH NOCE Top Surface Finish: LAMINATE FINISHES 2HAN - ASH NOCE (HPL)

One (1) ZD4286LH - Door, Left hand, 42W x 86H

DOOR: 2535 VIRGINIA WALNUT (HPL)

One (1) ZBC48 - Cover-Base, Plain, 48W BASIC: 4799 PLATINUM METALLIC

Montage Door Tie Plate - 96"W, To Fit:, Frame - 30"W, Door - 42"W, Frame - 24"W, Total Width - 96"W

Includes Design and Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
61	1.00000	EA	\$6,603.390000	\$0.00			\$6,603.39

ELC - Quote #149264

Extended Description:

Quote #149264

Office 160SE

One (1) CROHSHD - Overhead- Stacking, Hinged Doors

One (1) DSPOWER - Powerstrip-Desktop

One (1) CRBRG - Bridge

One (1) CRDSKSPR - Desk- Single- Pedestal, Right Hand

One (1) CRCD2HKSSPL - Credenza-2-High, Kneespace, Single Pedestal

One (1) LSL18 - Light-Shelf, LED, 18 1/2W

Includes Design and Installation

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
62	1.00000	EA	\$2,688.830000	\$0.00			\$2,688.83

ELC - Quote #149043

Extended Description:

Quote #149043

ADA Area

One (1) TS736THF - Frame, Horizontal package, Thin, 36W

Four (4) TS748THF - Frame, Horizontal package, Thin, 48W

Two (2) TS766TEPJ - Junction-End of run, Thin, 66H

Two (2) TS766TIPJ - Junction-In line, Thin, 66H One (1) TS766TLPJ - Junction-L, Thin, 66H Two (2) TS766WPJ - Junction-Wall start, 66H Two (2) TS76036TK - Panel skin-Tackable acoustical, 60H x 36W Eight (8) TS76048TK - Panel skin-Tackable acoustical, 60H x 48W

Includes Design

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Master Agreement

For

Furniture

Between

Commonwealth of Kentucky

And

Steelcase Inc. Kevin Loubert 901 44th St. SE Grand Rapids, MI 49508 616-292-9848 kloubert@steelcase.com

Section 1

Scope of Contract

The Office of Procurement Services issues this Master Agreement for: Furniture

Section 2 Specifications

This contract will be quote based and quotes will be generated on an as needed basis against the contract.

Force Majeure

Neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever such causes are removed.

Section 3

Liability and Property Damage Insurance

The contractor shall indemnify, defend, and hold harmless all the state officials and the Commonwealth of Kentucky and all officials, employees and participating householders of the Commonwealth of Kentucky against any losses, claims, actions, damages, liability, and expenses, including but not limited to those in connection with loss of life, bodily and personal injury, or damage to property occasioned wholly or in part by the contractor or by persons employed directly or indirectly by the contractor in connection with the used electronic equipment collection, transportation, dismantling, salvage, sale, reuse, and / or recycling.

The contractor shall obtain and maintain in full force, for as long as necessary to fund the contractor's indemnification and defense obligations, the following types and amounts of insurance:

A Commercial Liability Insurance policy shall afford limits of no less than the following:

\$2,000,000 - General Aggregate

\$1,000,000 - Products and Completed Operations Aggregate

\$1,000,000 - Personal and Advertising Injury

\$1,000,000 – Each Occurrence

\$ 50,000 – Fire Damage

\$5,000 – Medical Expense

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An automobile/truck liability insurance policy covering owned, non-owned, and hired vehicles. Said policy of insurance to have a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury, including death and property damage.

A Worker's Compensation and Employer's Liability insurance policy with Kentucky statutory limits for workers compensation and a minimum of \$1,000,000 per accident for employer's liability.

The Commercial General Liability insurance required under this Contract shall include The Commonwealth of Kentucky, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Section 4 Indemnity

The contractor (undersigned) jointly and severally agrees to indemnify and save harmless the Commonwealth (Indemnified) and their successors and assigns, from any claim, action, liability, loss, damage or suit, arising from the claim against the Commonwealth as a result of the contractor's actions. In the event of any asserted claim, the Indemnified shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend protect and save harmless Indemnified against said claim or any loss or liability there under. In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnified shall have full rights to defend, pay or settle said claim on their own behalf without notice to undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim. Upon default, the undersigned further agree to pay all reasonable attorneys' fees necessary to enforce this agreement. This agreement shall be unlimited as to amount or duration.

Section 5

Initial Contract Period

This contract shall be for the initial period from the date of award through **January 31, 2025**.

Section 6

Renewal Clause - Optional Renewal Period

This contract may be extended at the completion of the initial contract period for **three** (3) additional two-year periods. This extension must have the written approval by all parties. If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 7

Agencies to be Served

This contract shall be for use by the following agency of the Commonwealth of Kentucky:
All State

Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities of all classes, counties, and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 8

Tax Exempt Status

Do not include Federal Excise Tax, Kentucky Sales or Use Tax.

Section 9

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Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this contract shall remain firm for the contract period subject to the following:

- A: Price Increases: A price increase shall not occur during the first twelve (12) months of the contract. A vendor may request a price increase after twelve (12) months of the contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the vendor must continue service, at the contract prices, until a new contract can be established (usually within sixty (60) days).
- B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.
- C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 10

Post Contract Agreements

This contract shall constitute the entire agreement between the State and contractor. Unless contractually provided, **State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of this contract.** Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 11

Vendor's Report

The vendor(s) may be asked to furnish the buyer, Office of Procurement Services, a report showing volume which has been sold to the Commonwealth and its using agencies each six (6) months of the contract period. The report will include political subdivisions and university purchases. This report may be the vendor's computer printout sheet or form. This shall apply to all items, which are to become a part of this contract. This report must reference usage by brief description, product number or other format designated by the Office of Procurement Services.

Section 12

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel this contract by giving written notice thirty (30) days prior to effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Office of Procurement Services canceling the contract.

Section 13

Exception to Required Use of Contract

This Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to contract for large requirements by using a separate solicitation.

Section 14

Service Performance

All services performed under this contract, if applicable, shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

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The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this contract.

Major deviations of services performed will not be made without the written approval of the Office of Procurement Services. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Office of Procurement Services for settlement.

Section 15

Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the vendor, to this contract. The Office of Procurement Services to effect this change will issue a contract Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 16

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this contract prior to delivery, it shall be the responsibility of the vendor to notify the Office of Procurement Services in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 17

Payments

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Section 18 Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 19 Subcontracts

The contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The contractor shall be solely responsible for performance of the entire contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the contractor shall be construed to encompass both the contractor and any subcontractors of the contractor.

Section 20

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: The Office of Procurement Services shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This

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registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Office of Procurement Services. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: The Office of Procurement Services will furnish a Tax Exemption Certificate with each individual order issued against this contract. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 21

EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

https://finance.ky.gov/office-of-the-secretary/Pages/finance-forms.aspx (Click on Office of the Controller and scroll down to Procurement section.)

Section 22

Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

Section 23

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

Section 24 Accessibility

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47

U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 25

Provisions for Termination of the Contract

This contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 26

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Disclosure of Violation of Statutes

Pursuant to KRS 45A.485, contractors are required to reveal final determinations of violation of certain statutes incurred within the last five (5) years and be in continuous compliance with those statutes during the contract. Where applicable, the vendor is required to complete and submit Report of Prior Violations of Tax and Employment Laws.

Section 27

Discrimination (Effective April 8, 2015)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
- 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

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7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 28

Administrative Fee

The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the Contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of Procurement Services for an amount equal to 1.0% of the net sales (less any return, credits or adjustments) under this Master Agreement for the duration of the contract. Fees shall be paid forty-five (45) days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 200 Mero Street, 5th Floor, Frankfort, KY 40622.

Section 29

ALL PROVISIONS OF THE SOLICITATION (RFB 758 2300000322) AND THE PROVISIONS OF FAP-110-10-00 SHALL BE PART OF THIS MASTER AGREEMENT (MA 758 2300000859).