



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

Master Agreement #: **MA144**

Contractor: **ALLSTEEL**

Participating Entity: **STATE OF IOWA - MA18266**

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

- *Workspace Furniture to include: Systems Furniture and Accessories, Desks, Tables and Accessories, Filing and Storage and Accessories*
- *Seating*
- *Design Services*
- *Consulting Services*
- *Professional Services*
- *Lease Agreements*
- *Installation Services*

Participating Addendum (“PA”) 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:** Use of this specific NASPO ValuePoint cooperative contract 144 by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state’s statutes to use State of Iowa contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable standards and seek approval from the State of Iowa - Space Management and Leasing Division Administrator when required as directed by administrative code before purchasing from this contract.)



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Agencies, political subdivisions, facilities, cities, counties, educational entities, or other entities eligible to purchase Product and Services pursuant to this PA are collectively defined herein as "Purchasing Entities."

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

Contractor

Name: Allsteel Inc.
Address: 2210 Second Ave, Muscatine, IA 52761
Telephone: 563-272-4800
Fax: 563-272-4887
Email: Allsteelgovcontracts@allsteeloffice.com

Participating Entity

Name: Julie Janssen
Address: Hoover Building, 3rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone: 515-281-5602
Fax: 515-725-2064
Email: Julie.Janssen@Iowa.Gov

4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**: THESE MODIFICATIONS OR ADDITIONS APPLY ONLY TO ACTIONS AND RELATIONSHIPS WITHIN THE PARTICIPATING ENTITY. THE FOLLOWING CHANGES ARE MODIFYING OR SUPPLEMENTING THE MASTER AGREEMENT TERMS AND CONDITIONS.

- a. Pricing: The pricing terms and discount matrix from the Master Agreement 144 shall flow down this PA. Any adjustment or amendment of the pricing will not be effective unless approved by the Lead State for the Master Agreement. The State of Iowa will be given the immediate benefit of any decrease in discount incorporated into the Master Agreement.
- b. Services: Contractor shall provide, through their Authorized Dealer network, installation, design, project management, and reconfiguration services (collectively referred to as "Services") to all Purchasing Entities. Services charges for all products offered through this PA will be negotiated on a project-by-project basis with the Authorized Dealer. Services charges will be included as a line item in the quote provided by the Authorized Dealer.
- c. Contract Effective Dates: This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.
- d. 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

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be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

- e. Non Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.
- f. Administrative Fee: Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, Contractor shall pay a 1% administrative fee to the State of Iowa on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa

Department of Administrative Services - Central Procurement and Fleet Enterprise

Attention: DAS – CPFSE COO

1305 E. Walnut St.

Des Moines, IA 50319

- g. Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* for usage reporting requirements. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30

Quarter #2: October 1 through December 31, due annually by January 30

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this PA via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, ordering personnel, product description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

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- h. Payment Terms NET60: Payment for completion of a purchase order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made in installments for phased projects when agreed to by the Contractor and the Purchasing Entity. Payments for completion of an installment or phase of a project shall be made within 30 days following the date of completion of the installation. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- i. Compliance with the Law; Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section 4(i) shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

- 5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa, as



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shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Purchase orders and payments may be issued to either Contractor or Subcontractors.

- a. Storey Kenworthy, 1333 Ohio Street, Des Moines, IA 50314
 - i. 424 S Bell Ave, Ames, IA 50010
 - ii. 1495 Boyson Rd, Hiawatha, IA 52233
 - iii. 506 South President Ave, Mason City, IA 50401
 - iv. 1304 Technology Pkwy, Cedar Falls, IA 50613
- b. Paragon Commercial Interiors, 210 Emerson Place, Ste 300, Davenport, IA 52801
- c. Office Elements, 1102 - 4th St, Sioux City, IA 51101
 - i. 401 - 1st St SE, Ste 101, Cedar Rapids, IA 52401
- d. All Makes Office Equipment, 500 E Court Ave, Ste 150, Des Moines, IA 50309
 - i. 2558 Farnham St, Omaha, NE 68131

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Iowa - Department of Administrative Services - Central Procurement & Fleet Enterprise	Contractor: ALLSTEEL
Signature: 	Signature:
Name: Julie Janssen	Name: Eric A. Schroeder
Title: Purchasing Agent III	Title: YP Finance Allsteel
Date: 8/8/2018	Date: 7/31/18

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:
 Telephone:
 Email:

Shannon Berry
 775-720-3404
 sberry@naspovaluepoint.org

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

PA@naspovaluepoint.org

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