



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

Master Agreement #: **MA146**

Contractor: **THE HON COMPANY LLC**

Participating Entity: **STATE OF IOWA - MA18267**

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*
- *Installation Services*
- *Design Service*

Participating Addendum 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 146 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.)

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

Contractor

Name: Melissa Lincoln
Address: 200 Oak Street, Muscatine, IA 52761 – Attn Govt Contracts Dept
Telephone: 563-272-7354
Email: contractmanager@honcompany.com



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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 MA146 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 participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease.
- b. Design, Installation and Reconfiguration Services: Contractor shall provide, through their Authorized Dealer network, all design, installation, layout, and reconfiguration services to all Purchasing Entities. Design, reconfiguration, layout, installation and inside delivery charges for all products offered through this PA will negotiated on a project-by-project basis with the Authorized Dealer. Installation charges will be included as a line item in the quote provided by the Authorized Dealer.
- c. Delivery: FOB Destination Freight Prepaid.
- d. Inside Delivery Services: Contractor shall provide, through their Authorized Reseller(s), to all purchasing entities inside delivery services which will be negotiated on a project by project basis and approved by the purchasing entity.
- e. Liftgate Services and Other Non-Standard Delivery Requirements: Contractor shall provide, through their Authorized Reseller(s) or approved Freight Carrier(s), to all purchasing entities liftgate services and other non-standard delivery services which are outside of Contractor's standard freight costs, such as palletization, storage, special permits, etc.; should Contractor be able to accommodate the request, these services will be negotiated on a project by project basis and approved by the purchasing entity.
- f. Contract Effective Dates: This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.
- g. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement and PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and



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PA unless: (a) the parties to the order agree in writing that another contract or agreement applies to such order; (b) it is a purchase from an agency that is not mandated to purchase under this agreement and elects to purchase under an alternative agreement; and/or (c) the state agency elects not to purchase under this agreement under its sole discretion (it is a state agency's obligation to purchase under the correct contract vehicle).

- h. 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.
- i. Administrative Fee: Contractor shall pay a one percent (1%) administrative fee to the State of Iowa. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus credits) sales made within the State of Iowa under this PA, 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

- j. 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 Contract 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, product description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

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- k. Payment Terms NET 60: Payment for completion of a contract 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. 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.
- l. 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, as a federal Contractor, Contractor shall submit to the State a copy of its federal affirmative action plan that conforms to the requirements set forth in Iowa Administrative Code rule 11-121.1(1)"b".

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 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 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.
- a. Storey Kenworthy, 1333 Ohio Street, Des Moines, IA 50314

6. HON State of Iowa Discounts:



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State of Iowa NASPO Value Point

Tier	Total Order at List	Workspace Furniture Systems and Pedestals	Vertical & Lateral Files, Storage	Workspace Furniture Tables, Desking, Casegoods
1	\$0 - \$50,000	69.7%	60.7%	57.8%
2	\$50,001 - \$150,000	70.7%	64.6%	60.6%
3	\$150,001 & Above	70.7%	69.7%	63.1%



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

Participating Entity: State of Iowa Department of Administrative Services Central Procurement & Fleet Enterprise	Contractor: THE HON COMPANY LLC
Signature: 	Signature:
Name: JULIE JANSSEN	Name: JIM FOSTER
Title: PURCHASING AGENT III	Title: VICE PRESIDENT, FINANCE
Date: 8/10/2018	Date: 08/10/18

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	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.]