

NASPO ValuePoint
PARTICIPATING ADDENDUM



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

Master Agreement #:	MA144
Contractor:	HERMAN MILLER, INC.
Participating Entity:	STATE OF IDAHO

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

- *All products, accessories and optional services (design and installation) within the awarded categories of Workspace Furniture and Seating (as outlined below).*

Workspace Furniture

- The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.
- **Systems Furniture and Accessories:** Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements are included.
- **Desks/Tables and Accessories:** A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit-to-stand capability, drawer(s), doors, or other storage elements. Free-standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.
- **Filing and Storage and Accessories:** The filing and storage category may include, but is not limited to; bookcases, wardrobes, cabinets, Free-standing and mobile pedestals, and wall mounted shelving. This category does not include shelving units that are attached to system furniture cubicle walls.

Seating and Accessories

The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

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:

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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 Idaho. 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:	Tom Doolittle
Address:	855 East Main Avenue, Zeeland, MI 49464
Telephone:	(616) 654-7036
Fax:	(616) 654-8278
Email:	Tom_doolittle@hermanmiller.com

Participating Entity

Name:	Arianne Quignon
Address:	304 N. 8 th Street, Room 403, P.O. Box 83720, Boise, ID 83720-0075
Telephone:	208.332.1604
Fax:	208.327.7465
Email:	arianne.quignon@adm.idaho.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. Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

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

4.1 NOTWITHSTANDING ANY PROVISIONS IN THE MASTER AGREEMENT TO THE CONTRARY, THE FOLLOWING SHALL APPLY TO THIS PADD:

4.1.1 **Assignment:** In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

4.1.2 **Amendments:** Amendments to the Master Agreement (including, but not limited to

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extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this PADD unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section 4.2 will result in the Master Agreement amendment automatically being incorporated in this PADD.

4.1.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho’s PADD and all orders issued under the PADD by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUC).

4.1.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity’s contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor’s net (sales minus credits) quarterly Contract sales.

For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit $\$10,000 \times 0.0125 = \125 to the Division of Purchasing for that quarter, along with the required quarterly usage report.

Contractor will furnish detailed usage reports as designated by the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at http://purchasing.idaho.gov/vendor_forms.html. A Summary Usage Report Form must be submitted for each quarter (enter “0” if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and ‘other’), as provided on the Form.

Reporting Time Line (Fiscal Year Quarters):	Fee and Report Due:
1 st Quarter July 1 - Sept 30	October 31st
2 nd Quarter Oct 1 - Dec 31	January 31st

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3rd Quarter Jan 1 - Mar 31
4th Quarter Apr 1 - Jun 30

April 30th
July 31st

E-mail your completed Quarterly Summary Usage Reports to purchasing@adm.idaho.gov.
Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

- 4.1.5 **Termination for Convenience:** The State may terminate this PADD for its convenience, in whole or in part, with or without cause, upon thirty (30) calendar days written notice to the Contractor specifying the date of termination if the State determines it is in the State’s best interest. In the event of termination of the PADD, all underlying leases, rentals, maintenance and license/subscription agreements to this Addendum, including applicable terms and conditions, will remain in full force and effect throughout the duration of the lease, rental, maintenance, or license/subscription agreement, in accordance with the terms of the applicable agreement.
- 4.1.6 **Termination for Default:** The State may terminate the Participating Addendum (but not the underlying leases or orders issued pursuant to the Contract) when the Contractor has been provided written notice of default or non-compliance and has failed to cure the default or noncompliance within a reasonable time, not to exceed thirty (30) calendar days, unless such longer period of time is mutually agreed upon in writing. If the Contract is terminated for default or noncompliance, the Contractor will be responsible for any costs resulting from the State’s award of a new contract and any damages incurred by the State. The State, upon termination for default or non-compliance, reserves the right to take any legal action it may deem necessary including, without limitation, offset of damages against payment due. A Purchasing Entity may terminate a lease or an order when the Contractor has been provided written notice of default or non-compliance and fails to cure such breach or non-compliance within thirty (30) days of receiving written notice of said breach or non-compliance.
- 4.1.7 **Public Records and Trade Secret:** Title 74, Chapter 1, Idaho Code (the Public Records Act) provides for the examination of public records, including records related to procurements and contracts. Section 74-107 details an exemption to examination of records deemed “trade secrets.” Generally, this exemption describes trade secrets to “include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy.”

Upon request, the Contractor must provide an electronic copy of any documents related to this PADD, with any information it has determined to meet the Idaho Code definition of trade secret redacted within three (3) business days. The Contractor must redact only that information which meets the definition of “trade secret;” entire documents identified as

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“confidential” will not be accepted. The Contractor must also provide a separate document entitled “List of Redacted Trade Secret Information” which provides a succinct list of all trade secret information noted in your Document; listed in the order it appears in your submittal documents, identified by Page #, Section #/Paragraph #, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the State’s procurement personnel to determine the precise text/material subject to the notation. Additionally, this list must identify with each notation the specific basis for your position that the material be treated as exempt from disclosure and how the exempting the material complies with the Public Records Law.

In the event the State receives a request pursuant to the Public Records Act, which includes information deemed “trade secret” by the Contractor, the Contractor must agree to defend and indemnify the State against any claim brought challenging the denial of the request under the trade secret exemption. Failure of the Contractor to provide an electronic copy of the redacted documents, or to defend and indemnify the State, will result in the State releasing the full (unredacted) document in response to the request.

5. LEASE AGREEMENTS:

Leases Agreements are not applicable to this Participating Addendum.

6. SUBCONTRACTORS:

All contactors, dealers, and resellers authorized in the State of Idaho, 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.

7. ORDERS:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement may be deemed to 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.

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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 Idaho	Contractor: HERMAN MILLER, INC.
Signature: <i>Arianne Quignon</i>	Signature: <small>DocuSigned by:</small> <i>Jay Lanenga</i> <small>4B642DC39946450...</small>
Name: Arianne Quignon	Name: Jay Lanenga
Title: Purchasing Officer	Title: Director of Contracts
Date: <i>5/1/2018</i>	Date: May 3, 2018 3:05 PM EDT

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.