



State of Idaho

**CHANGE ORDER - 01**  
**PLEASE DO NOT DUPLICATE THIS ORDER.**

<b>Change Order Summary</b>		<b>Supplier</b>
<b>Purchase Order Number:</b>	PADD18200554	Customer Support The HON Company LLC The HON Company LLC 200 Oak Street Attn Order Entry Muscatine, IA 52761 <b>Phone:</b> 800-466-8694
<b>Account Number:</b>	AC-1	
<b>Revision Number:</b>	01	
<b>Change Order Date:</b>	August 17, 2018	<b>Fax:</b> 800-833-3902
<b>Service Start Date:</b>	June 11, 2018	
<b>Service End Date:</b>	January 21, 2023	<b>Email:</b> hongstateam@honcompany.com
<b>Payment Method:</b>	Invoice	
<b>Payment Terms:</b>	NET30	
<b>Currency</b>	USD	
<b>FOB Instruction:</b>	Destination	
<b>Attachment(s):</b>	<p><a href="#"><u>HON PA Executed.pdf</u></a> :  <a href="#"><u>1519338459 MA146 - HON Summary Sheet(1).pdf</u></a> :Summary and Pricing  <a href="#"><u>1519338490 RC17020 The HON Company LLC OEM Qualifications and Warranty(1).pdf</u></a> :Qual and Warranty  <a href="#"><u>HON PA Amended Executed.pdf</u></a> :Updated PA Doc with Correct MA146 Number  <a href="#"><u>ChangeLog.htm</u></a> :Purchase Order Change</p>	

**Contract Number:**

<b>Bill To Address</b>	<b>Ship To Address</b>
DOP - Prog Mgr Dept of Administration Division of Purchasing 304 N 8th Street Rm 403 PO Box 83720 Boise, Idaho 83720 <b>Phone:</b> 208-332-1600 <b>Fax:</b> 208-327-7320	DOP - Prog Mgr Dept of Administration Division of Purchasing 304 N 8th Street Rm 403 PO Box 83720 Boise, Idaho 83720 <b>Phone:</b> 208-332-1600 <b>Fax:</b> 208-327-7320

**Email:** purchasing@adm.idaho.gov **DOP Program Manager**  
**Email:** purchasing@adm.idaho.gov **DOP Program Manager**

**Mail Stop:** DOP Program Manager  
**Mail Stop:** DOP Program Manager

**Instructions**

AMENDMENT 01 - Amendment 1 is an Administrative Change only to replace the correct Master Agreement Number (MA146) on the PA Document. No other changes are made.

This Contract is for Office Furniture pursuant to NASPO ValuePoint Master Price Agreement (MA146 administered by the State of Utah). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

Contract Title: OFFICE FURNITURE

Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Arianne Quignon

Phone: 208-332-1604

Fax: 208.327-7320

Email: [Arianne.quignon@adm.idaho.gov](mailto:Arianne.quignon@adm.idaho.gov)

The HON Company Contact: Chris McCormick

Phone: 563-272-3954

Email: [contractmanager@honcompany.com](mailto:contractmanager@honcompany.com)

CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Order Form or Purchase Order. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

**Items**

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
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#1	5.00	0	ANN	1,000,000.00	\$5,000,000.00
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FURNITURE: OFFICE (42500) 

Delivery Date: May 04, 2018

Shipping Method: Delivery

Shipping Instructions:

Ship FOB: Destination

Attachment(s)

Special Instructions:

<b>Sub-Total (USD)</b>	\$5,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	\$5,000,000.00

**Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.**

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Signature : 

Signed By :

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

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Master Agreement #:	<b>MA146</b>
Contractor:	<b>THE HON COMPANY</b>
Participating Entity:	<b>STATE OF IDAHO</b>

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.

**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 Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**3. PRIMARY CONTACTS:**



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

Contractor

Name:	Melissa Lincoln
Address:	200 Oak St. Muscatine, IA 52761 – Attn: Government Contract Department
Telephone:	563-272-7354
Fax:	
Email:	contractmanager@honcompany.com

Participating Entity

Name:	Arianne Quignon
Address:	304 N. 8 <sup>th</sup> Street, Room 403, P.O. Box 83720, Boise, ID 83720-0075
Telephone:	208.332.1604
Fax:	208.327.7465
Email:	<a href="mailto:arianne.quignon@adm.idaho.gov">arianne.quignon@adm.idaho.gov</a>

**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 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. Should the State opt out of a price increase approved by the Master Agreement, the Contractor and the State will negotiate a resolution in good faith.



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If a resolution cannot be mutually agreed upon, the State and/or the Contractor may terminate this Agreement. Failure to provide notice in accordance with this Section 4.1.2 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 (IUCC).

**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](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 <sup>st</sup> Quarter July 1 - Sept 30	October 31st
2 <sup>nd</sup> Quarter Oct 1 - Dec 31	January 31st
3 <sup>rd</sup> Quarter Jan 1 - Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter Apr 1 - Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

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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:** Either party 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 State or Contractor specifying the date of termination. 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 reasonable costs resulting from the State's award of a new contract and any reasonable damages incurred by the State related directly to the Contractor's default or noncompliance of this Contract. 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 "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

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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 shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement 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 alternate 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).

**8. DESIGN, INSTALLATION AND RECONFIGURATION SERVICES:**

The Contractor shall provide, through their Authorized Dealer network, design, installation, layout, and reconfiguration services to Purchasing Entities. Design, reconfiguration, and layout services will be charged on an hourly basis; the maximum charge for each of these services will not exceed \$50 per hour. Installation and inside delivery charges for all products offered through this PADD will be negotiated on a project-by-project basis with the Authorized Dealer. Installation and inside delivery charges will be included as a line item in the quote provided by the Authorized Dealer. Contractor shall provide, through their Authorized Dealer network or approved freight carrier(s) 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





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purchasing entity. Charges for non-standard delivery services will be included as a line item in the quote provided by the Authorized Dealer.

**9. DISCOUNTS:**



State of Idaho NASPO Value Point

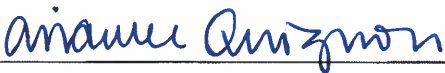
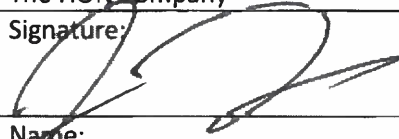
Tier	Total Order at List	Workspace Furniture Systems and Pedestals	Vertical & Lateral Files, Storage	Workspace Furniture Tables, Desking, Casegoods
1	\$0 - \$50,000	69.6%	60.6%	57.7%
2	\$50,001 - \$150,000	70.6%	64.6%	60.5%
3	\$150,001 & Above	70.6%	69.6%	63.0%

Product Series:	Products Series:	Product Series:
Abound Systems	210, 310, 320, 510 Series Vertical Files	101 Series
Abode Systems	500 Series Laterals	10500 Series Laminate Desking
Accelerate Systems	Brigade Laterals	10700 Series Laminate Desking
Brigade Pedestals	Brigade Metal Overfiles	34000 Series Desking
Flagship Pedestals	Brigade Steel Bookcase	38000 Series Desking
Systems Accessories	Brigade Storage Cabinets	66000 Series
Empower	Contain	94000 Series Laminate Desking
	Flagship Bookcases	Arrange
	Flagship Desk Tower Worksurfaces	Build Tables
	Flagship End Towers	Centerpiece
	Flagship File Centers	Concinnity
	Flagship Lateral Accessories	Directional
	Flagship Laterals	Endorse Tables
	Flagship Personal Storage Tower	Flock
	Flagship Storage Cabinets	Hospitality
	FlameSafe Fire-Resistant Files	Huddle
	Lateral File Accessories	Laminate Occasional Tables
	Vertical File Accessories	Mentor Desking
		Metro Desking
		Motivate
		Preside
		Systems Height Adjustable Tables
		Utility Tables
		Valido Laminate Desking
		Voi Laminate



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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: The HON Company
Signature: 	Signature: 
Name: Arianne Quignon	Name: Jim Foster
Title: Purchasing Officer	Title: Vice President, Finance
Date: 8/14/2018	Date: August 7, 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) to support documentation of participation and posting in appropriate data bases.***

