



OFFICE FURNITURE (2023-2028)

Led by the State of Utah

Master Agreement #: **MA3963**
Participating Agreement #: **N-2023-FURN-0001**
Contractor: **ALLSTEEL**
Participating Entity: **STATE OF ALASKA**

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (“PA”) covers the **Office Furniture and Related Services (2023-2028)** 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.

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

- Category 1: Office Seating and Accessories
 - Category 2: Lounge and Public Seating and Accessories
 - Category 3: Desks and Tables and Accessories
 - Category 4: Panel Systems and Accessories
 - Category 5: Storage and Accessories
 - Category 6: Architectural Products and Accessories
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state’s statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this PA, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this PA. Contractor reserves the right to terminate a Purchasing Entity’s ability to purchase under this PA if at any time it is determined that Purchasing Entity is not eligible to purchase under this PA.

PARTICIPATING ADDENDUM



OFFICE FURNITURE (2023-2028)

Led by the State of Utah

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

Contractor

Name:	Dena Bates
Address:	600 East 2 nd Street, Muscatine, IA 52761
Telephone:	563-299-2949
Fax:	563-272-5859
Email:	allsteelgovcontracts@allsteeloffice.com

Participating Entity

Name:	Ian Martin
Address:	333 Willoughby Ave., Ste. 801, Juneau, AK 99801
Telephone:	907-465-5682
Email:	ian.martin@alaska.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

THIS PARTICIPATING ADDENDUM INCORPORATES ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AS APPLIED TO THE PARTICIPATING ENTITY AND CONTRACTOR, SUBJECT TO THE FOLLOWING LIMITATIONS, MODIFICATIONS, AND ADDITIONS:

1) **Required Reports:** Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and “Cc” the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: Purchasing Entity, Purchase made by SOA or other, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

PARTICIPATING ADDENDUM



OFFICE FURNITURE (2023-2028)

Led by the State of Utah

2) **Administrative Fee:** Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

a) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

b) Administrative fee checks shall be submitted to:

State of Alaska
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

c) The administrative fee may be included as an adjustment to Contractor's Master Agreement pricing.

d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

3) **Freight Terms:** All freight costs for shipments to the closest appropriate coast shipping port for Alaska must be included in the Contract Price offered to the Participating Entity. The Purchasing Entity pays actual shipping/freight costs from such port to the final destination and contractor must include a freight cost invoice from the carrier for this cost to be submitted. This cost must be listed on the contractor's invoice as a separate line item. Contractor owns goods in transit to the final destination and is responsible for filing claims (if any).

4) **Non-Appropriation of Funds:** The Contractor acknowledges that the Purchasing Entity cannot contract for the payment of funds not yet appropriated. If funding is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding



OFFICE FURNITURE (2023-2028)
Led by the State of Utah

(when applicable) is not provided for a subsequent fiscal year, the Participating Entity may terminate this PA or proportionately reduce the services and purchase obligations from the State at the end of the then current fiscal year upon thirty (30) days written notice. In the case that funds are not appropriated for a subsequent fiscal year or are reduced for a subsequent fiscal year, Purchasing Entities will reimburse Contractor for products in production, in transit, or delivered, and for services performed through the date of cancellation or reduction, and Purchasing Entities will not be liable for any future commitments, penalties, or liquidated damages.

5. Lease Agreements: “**Reserved**”
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alaska, 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: Unless the parties to the order agree in writing that another contract or agreement applies to such order, any order placed by a Purchasing Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this PA.
8. Term: This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as may be amended, unless the PA is terminated sooner in accordance with the terms set forth herein.
9. Amendment: Except as otherwise may be provided in this PA, amendments to the Master Agreement (including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing) will automatically be incorporated into this PA without the need to formally amend this PA.
10. Design, Installation, Layout, and Reconfiguration Services: Contractor shall offer, through its authorized dealers, design, installation, layout, and reconfiguration services to Purchasing Entities. Hourly rates listed below are set for standard business hours (8:00am – 5:00pm), Monday-Friday, dock door access and site free and clear for installation. Additional charges may apply for after hour, weekend, or holiday deliveries.

Design Services – \$85.00/Hr.
Project Manager– \$80.00/Hr.
Installation Lead – \$80.00/Hr.
Laborer – \$75.00/Hr.

New labor rates will be negotiated during subsequent participating addendum process.



OFFICE FURNITURE (2023-2028)
 Led by the State of Utah

Contractor may offer, through its authorized dealers 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 offer such non-standard delivery services, these services will be negotiated on a project-by-project basis and approved by the Purchasing Entity. Charges for non-standard delivery services will be included as a line item in the quote provided by the authorized dealer.



11. Discounts

NASPO ValuePoint - State of Alaska N-2023-FURN-0001 Discount Matrix		Allsteel®		
Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Allsteel	Nimble	65.5%	65.5%	65.5%
Allsteel	Relate, Seek, Inspire, Access, Mimeo, Lyric, Quip, Evo, Svelte	60.7%	60.7%	60.7%
Allsteel	Acuity	61.2%	61.2%	61.2%
Allsteel	Gather, Parallel, Clarity, CoHo, Jetty-Mod, Park, Recharge, Retreat, Townhall Collection, Vicinity (Rock, Wedge, Peak, Summit, Picnic, Cloud), Two Thirds, Vicinity	54.4%	54.4%	54.4%
Allsteel	Cadence, Involve, Approach	73.2%	73.2%	73.2%
Allsteel	Stride Desking	73.9%	73.9%	73.9%
Allsteel	Ergo Accessories, LED Lights, Hands-Free Pulls, Hand Sanitizer Solutions	58.2%	58.2%	58.2%
Allsteel	Aware, Structure	63.0%	63.0%	63.0%
Allsteel	Gather, Park, Recharge, Townhall Collection (Peak, Picnic)	54.4%	54.4%	54.4%
Allsteel	Altitude Height Adjustable	73.2%	73.2%	73.2%
Allsteel	Concensys, Optimize, Terrace	73.2%	73.2%	73.2%
Allsteel	Terrace, Further, Metal/Acrylic Screens	73.2%	73.2%	73.2%
Allsteel	Stride, Gallery Panels	73.9%	73.9%	73.9%
Allsteel	Essentials Pedestals, Further Pedestals	73.2%	73.2%	73.2%
Allsteel	Essentials Storage Towers, Overfiles, Bookcases	65.0%	65.0%	65.0%
Allsteel	Essentials Laterals	69.5%	69.5%	69.5%
Allsteel	Align Metal Storage, Raddi	73.1%	73.1%	73.1%
Allsteel	Ergo Accessories, LED Lights	58.2%	58.2%	58.2%
Allsteel	Involve	73.2%	73.2%	73.2%
Allsteel	Beyond Frameless & Doors	55.6%	56.9%	58.8%
Gunlocke	Gunlocke Desking	56.3%	57.9%	59.4%
Gunlocke	Gunlocke Tables	56.3%	57.9%	59.4%
Gunlocke	Gunlocke Storage	56.3%	57.9%	59.4%
Gunlocke	Gunlocke Seating	56.3%	57.9%	59.4%
HBF	HBF Seating	45.2%	46.2%	47.7%
HBF	Conference Tables, Occasional Tables	45.2%	46.2%	47.7%



OFFICE FURNITURE (2023-2028)
 Led by the State of Utah

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

Participating Entity: State of Alaska	Contractor: Allsteel
Signature: 	Signature: 
Name: Ian Martin	Name: Eric Schroeder
Title: Contracting Officer II	Title: Vice President, Finance
Date: 2/17/23	Date: 2/16/23

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@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.]