

PARTICIPATING ADDENDUM



OFFICE FURNITURE (2023-2028)

Led by the State of Utah

Master Agreement #: **MA3970**

Participating Agreement #: **N-2023-FURN-0003**

Contractor: **THE HON COMPANY LLC**

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
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.

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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

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- 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

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(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.

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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 Discount Matrix

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating
1	\$0 - \$50,000	67.50%	59.40%	55.30%	55.30%
2	\$50,001 -	68.50%	61.40%	56.30%	56.30%
3	\$150,001 & Above	68.50%	61.40%	56.30%	56.30%
		Product Series	Product Series	Product Series	Product Series
		Abode Systems	210 Vertical Files	10500 Series Laminate Desking	Accommodate
		Abound Systems	310 Vertical Files	10700 Series Laminate Desking	Adjustable Task/Lab Stools
		Accelerate Systems	510 Vertical Files	34000 Series Desking	Astr Collaborative Work
		Brigade Pedestals	Brigade Laterals	38000 Series Desking	Build Seating
		Empower	Brigade Shelf File & Overfiles	94000 Series Laminate Desking	Cambia (2150/2160)
		Flagship Pedestals	Brigade Steel Bookcase	Arrange	Ceres
		Systems Accessories	Brigade Storage Cabinets	Between	Cliq
		Healthy Workplace Screens & Stackers	Contain	Birk Tables	Cofi
		PET Desktop Screens	Flagship File Centers	Build Makerspace	Comfortask (5300)
			Flagship Laterals	Build Tables	Convergence - HCT1MM
			Flagship Storage & Bookcases	Concinnity	Endorse
			FlameSafe Fire-Resistant Files	Desking & Table Accessories	Flock
			Fuse	Flock	Gateway
			Storage Accessories	Gravitation	Grove
			Storage Islands	Height Adjustable	GuestStacker (4030)
			1870 Series RTA Bookcases	Hospitality	High Density Olson Stacker (4040)
				HPWRMOB1	Ignition
				Huddle	Ignition 2.0
				Laminate Occasional Tables	Invitation (2210)
				Mentor Desking	Lota (2280)
				Metro Desking	Mav Single Lounge
				Motivate	Merit Seating
				Preside	Motivate
				Scramble Occasional Tables	Nucleus
				Utility Tables	Nucleus Recharged
				Valido Laminate Desking	Park Avenue
				Voi Laminate & Veneer Desking	Perpetual Nesting Chairs
				Workwall	Pillow-Soft (2090/2190)
					Purpose
					Filey
					Ruck
					Seating Accessories
					Skip
					Solutions Seating (4000)
					Solve
					Soothe
					Versant
					Vok (5700/5710)
					West Hill



NASPO ValuePoint - State of Alaska HON NOW Discount Matrix

Program	Systems	Other Product
HON NOW	63.50%	50.30%
HON NOW +Speed	57.40%	44.20%

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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: The HON Company LLC
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.]