

PARTICIPATING ADDENDUM

WSCA-NASPO COOPERATIVE PURCHASING PROGRAM EDUCATION FURNITURE 14-19 Administered by the State of Utah

**MASTER AGREEMENT No: MA663
AmTab Manufacturing Corporation
(hereinafter "Contractor")**

And

**State of Oregon, acting by and through the
Department of Administrative Services, Enterprise Goods and Services,
Procurement Services**

On March 3, 2014, the State of Utah issued an Invitation to Bid, #TO14000, on behalf of the Western States Contracting Alliance (WSCA), now NASPO ValuePoint, and its member states and other purchasing entities seeking offers from qualified and responsible proposers to provide educational furniture. AmTab Manufacturing Corporation ("Contractor") submitted a proposal, was awarded a contract on May 27, 2014 and executed Master Agreement No. MA663 ("Master Agreement"), which consists of contract terms and conditions and other attachments.

The State of Oregon ("State" or "Oregon") is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the State of Oregon and its agencies and the Oregon Cooperative Procurement Program ("ORCPP") members (collectively "Authorized Purchasers" as defined in Exhibit 1), has elected to participate in the Master Agreement, subject to the terms and conditions of this Participating Addendum ("Addendum" or "Participating Addendum"). This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

1. **Scope; Order of Precedence.** This Addendum covers the purchase of education furniture available to Authorized Purchasers under the Master Agreement. This Addendum consists of the following documents, which are incorporated herein as part of this Addendum:

- a) Exhibit 1 - State Specific Terms and Conditions;
- b) Exhibit 2 - Form of Purchase Order;
- c) Exhibit 3 - Vendor Collected Administrative Fee (VCAF)/Volume Sales Report (VSR).

This Addendum contains additional terms and conditions specifically applicable to individual Contracts between Contractor and Authorized Purchasers. In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement and Purchase Orders, the following descending order of precedence applies:

- a) This Addendum, less its exhibits;
- b) Exhibit 1 of this Addendum (State Specific Terms and Conditions);
- c) Exhibit 2 of this Addendum (Purchase Order);
- d) The Master Agreement (components also listed in order of descending order of precedence):

- i. Contract number MA 663 between the State of Utah, Division of Purchasing and General Services, and Contractor;
- ii. RFP number TO14000.

Nothing in this Addendum limits the Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 2 applies.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity 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 respective state chief procurement official.

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

Contractor

Name	AmTab Manufacturing Corporation
Address	652 N Highland Ave, Aurora, IL 60506
Telephone	630-301-7600
Fax	630-896-7945
E-mail	Greg.swon@amtab.com

Distributor/Reseller Contact

Name	AmTab Manufacturing Corporation
Address	652 N Highland Ave, Aurora, IL 60506
Telephone	630-301-7600
Fax	630-896-7945
E-mail	Greg.swon@amtab.com

Oregon

Name	State of Oregon, Department of Administrative Services, Procurement Services
Address	1255 SE Ferry Street, Salem, OR 97301
Telephone	503-378-6602
Fax	503-373-1626
E-mail	Kelly.L.Blanchard@oregon.gov

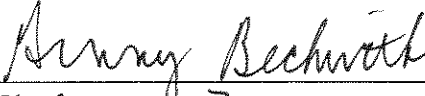
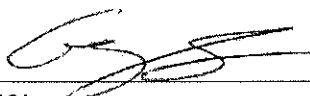
4. Subcontractors: All Contractor dealers and resellers authorized in the State of Oregon, as shown on the dedicated AmTab Manufacturing Corporation (cooperative contract) website, are approved to provide sales and service support to Authorized Purchasers. The Contractor's authorized dealers and reseller's participation shall be in accordance with the terms and conditions set forth in this Addendum and the Master Agreement.

5. Purchaser Orders: All Purchase Orders issued by Authorized Purchasers must include a reference to the Master Agreement, MA663, and this Addendum, # 5661. All valid Purchase Orders issued by Authorized Purchasers are subject to the terms and conditions of this Addendum. All Authorized Purchasers issuing valid purchase orders shall be obligated to pay Contractor for goods and services when the terms of the Purchase Order have been completed and payment has been approved by the Authorized Purchaser.

6. Participating Addendum Integration: This Addendum and the Master Agreement set for the entire

agreement between Contractor and Oregon with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Purchase Order or other document is null and void and hereby rejected. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms.

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

Participating State: Oregon	Contractor: AmTab Manufacturing Corporation
By: 	By: 
Name: Ginny Beckwith	Name: Greg Swan
Title: Procurement Ops Mgr	Title: Accounting Manager
Date: 9/28/15	Date: 09/25/2015

Approved for legal sufficiency by Glen Driveness, 8/4/2015, via email (on file)

**EXHIBIT NO. 1 to State of Oregon Participating Addendum
State Specific Terms and Conditions**

The parties further agree as follows:

1. DEFINITIONS: For the purposes of this Participating Addendum, the following terms have the following meanings:

“Authorized Purchaser” means an agency of the State of Oregon or any ORCPP member that submits a Purchase Order to Contractor.

“Contract” means the agreement between the Authorized Purchaser and Contractor formed by the acceptance of the Authorized Purchaser’s issuance of a Purchase Order that incorporates by reference the terms and conditions of the Master Agreement and this Addendum.

“DAS PS” means the State of Oregon acting by and through its Department of Administrative Services, Procurement Services.

“F.O.B” means “Free on Board” and specifying the point at which Contractor transfers ownership of the goods to the Authorized Purchaser.

“Goods” means all items and products in Contractor’s catalog and Contractor’s website that may be purchased by Authorized Purchasers under the Master Agreement and this Participating Addendum pursuant to a Contract.

“List Price” means Contractor’s price for a Good as listed in Contractor’s catalog and on Contractor’s website.

“NASPO” means the National Association of State Procurement Professionals, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e. colleges, school districts, counties, cities, etc.).

“NASPO ValuePoint” is a non-profit cooperative purchasing organization facilitating public procurement solicitations and agreements, using a lead state model.

“ORCPP” means the Oregon Cooperative Purchasing Program. Participants in ORCPP include but are not limited to: cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

“Purchase Order” means the purchase order document submitted to Contractor by an Authorized Purchaser that incorporates this Addendum by reference and specifies the quantity and type of Goods or Services that Contractor shall provide to the Authorized Purchaser under the terms of the Master Agreement and this Addendum.

“Renewal Notice” means written notice at least thirty (30) days prior to the expiration of the current term of the Master Agreement or the Participating Addendum.

“Services” means the services to be performed by Contractor in accordance with the Master Agreement and this Participating Addendum.

2. GOODS; SPECIFICATIONS

2.1 Contractor shall sell and Authorized Purchasers may buy the Goods as described in the Master Agreement.

2.2 All Goods shall be delivered in the manufacturer's standard packaging containers. Containers shall clearly indicate the commodity, brand, quantity and size and must be capable of protecting and preserving their contents, both in transit and after arrival at the destination.

2.3 All Goods shall be delivered F.O.B. destination, freight pre-paid with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance.

2.4 Delivery Requirements. Contractor shall deliver to Authorized Purchaser all Goods where delivery is requested. Contractor shall ensure that all deliveries are inside deliveries unless otherwise stated on the Purchase Order.

3. TERM OF THE PARTICIPATING ADDENDUM

3.1 The term of the Participating Addendum begins on the Effective Date and ends on termination of the Master Agreement, unless the Participating Addendum is terminated earlier in accordance with the termination provisions set forth herein.

3.2 In the event the State of Utah extends the Master Agreement on behalf of WSCA, DAS PS may extend the term of this Participating Addendum for the additional period. To exercise this extension of the Participating Addendum, DAS PS shall send the Contractor written notice at least thirty (30) days prior to the expiration of the then-current term ("Renewal Notice"). If Contractor agrees to the extension, Contractor shall sign and return the Renewal Notice to DAS PS within the time period specified therein. If the Contractor does not agree, this Participating Addendum will expire according to its terms, unless earlier terminated.

3.3 Notwithstanding the foregoing, DAS PS may, in its sole discretion, extend this Participating Addendum for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

4. PRICING, INVOICING, PAYMENT & TAXES

4.1 Contractor shall provide invoices for payment to Authorized Purchaser within thirty (30) calendar days of delivery and acceptance by the Authorized Purchaser of billed Goods. For Goods ordered via Contractor's website, a receipt shall be systematically generated.

4.2 Authorized Purchaser shall pay for the accepted Goods in accordance with the prices set forth in the Master Agreement. Payment shall be sent to Contractor at the address specified on the invoice. Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due. Authorized Purchaser is solely responsible for payment under its Contracts. Payment is due by Authorized Purchaser within forty-five (45) days after the date of receipt of the invoice.

4.3 No interest charges or late payment charges shall accrue until forty-five (45) calendar days following Authorized Purchaser's receipt of Contractor's invoice. All payments are subject to the provisions of ORS 293.462.

4.4 Most Favored Customer. Contractor represents that all prices, terms and benefits offered under the Master Agreement and Participating Addendum are equal to or better than the equivalent prices, terms and benefits offered by Contractor to any other state or local government unit under the Master Agreement.

4.4.1 If Contractor, during the term of the Master Agreement, enters into any Participating Addendum under the Master Agreement that provides lower prices, more favorable terms or greater benefits to any other government or local government purchaser (excluding the Federal government and certain states who historically benchmark prices and terms based on receiving the Federal government's GSA pricing as required by either procurement law or statute, legislative initiative or Constitutional provision as a condition of marketing to those entities to avoid bidding processes), upon DAS PS's request, this Participating Addendum shall be promptly amended, in writing, to provide the same prices, terms and benefits to DAS PS. This provision applies to comparable Goods and to purchase volumes by DAS PS that are not less than the purchase volumes of the government or local government purchaser that has received the lower prices, greater benefits or more favorable terms.

4.4.2 Section 4.4.1 shall not apply to donations to charitable, nonprofit or government entities, if the donations are recognized as such and are deductible under the federal Internal Revenue Code, and such donations are not considered contracts, agreements, sales or arrangements with other government units or commercial customers that call for the application of Section 4.4.1.

4.4.3 Contractor's agreement with State's objectives as stated in Section 4.4.1 is based upon the following clarifications:

- a) This obligation does not apply to the state or local government customer whose price adjustment cycle is distinctly different than the State's yearly price adjustment renewal period;
- b) This obligation does not apply to Private or Public Higher Education Institutions;
- c) This obligation does not apply to sales errors or misquotes.

4.5 Taxes. Prices charged will be exclusive of state sales and federal excise taxes.

5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

5.1 Authority; Binding Obligation. Contractor represents and warrants that Contractor has the power and authority to enter into and perform the Participating Addendum, the Master Agreement and Contracts and when executed and delivered, this Participating Addendum, the Master Agreement and Contracts, are be valid and binding obligations, enforceable in accordance with their terms.

5.2 Warranty, Materials, Design, Manufacture. Contractor warrants that all Goods will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Contractor further warrants that all Goods conform to the applicable specifications and meet or exceed all applicable quality and safety standards.

5.3 Warranty on Service Standards: Contractor warrants that all Services to be performed under this Participating Addendum and Contracts will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Participating Addendum and Contracts.

5.4 Manufacturer Warranties: Contractor shall have all manufacturer warranties covering Goods, if any, transferred to Authorized Purchaser at time of delivery at no charge.

5.5 Warranty of Title: Contractor warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods, and that no other person has any right, title or interest in the Goods which is superior to or infringes upon the rights granted to Authorized Purchaser hereunder.

5.6 Warranties Cumulative: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Participating Addendum, the Master Agreement and the Contract. All

warranties provided in this Participating Addendum, the Master Agreement and the Contract are cumulative and will be interpreted expansively so as to afford Authorized Purchasers the broadest warranty protection available.

6. TERMINATION:

6.1 This Participating Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) termination of this Participating Addendum in accordance with its terms. DAS PS may, in its sole discretion, terminate this Participating Addendum, in whole or in part: (a) at any time, for any or no reason and without penalty to DAS PS; (b) immediately upon notice to Contractor, or at such later date as DAS PS may establish in such notice, if: (i) DAS PS fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to administer the Participating Addendum; or (ii) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the purchase of Goods under the Participating Addendum is prohibited, or DAS PS is prohibited from paying for such Goods from the planned funding source; or (c) upon default by Contractor, provided, however, that Contractor will have thirty (30) days from the date of notice of default to cure.

6.2 Pursuant to this section, upon receipt of written notice of termination, Contractor shall stop performance as directed by DAS PS, stop accepting Purchase Orders under this Participating Addendum, and prevent fulfillment of any new Purchase Orders generated from web based sales.

6.3 In the event of termination of this Participating Addendum pursuant to Section 6.1(a) or 6.1(b), Contractor shall be paid by Authorized Purchasers for Goods received and accepted prior to the date of termination of this Participating Addendum.

6.4 Termination of this Participating Addendum shall not extinguish or prejudice either party's rights to enforce this Participating Addendum or the Master Agreement with respect to the breach of any provision of this Participating Addendum or the Master Agreement.

7. DEFAULT: In addition to the events of Default set forth in the Master Agreement, Contractor is in default under this Participating Addendum if: (a) Contractor institutes an action for relief in bankruptcy or has instituted against it an action for insolvency; makes a general assignment for the benefit of creditors; or ceases doing business on a regular basis of the type identified in Contractor's obligations under this Participating Addendum; or (b) Contractor attempts to assign rights in, or delegate duties under, this Participating Addendum without prior written approval of DAS PS.

8. ATTORNEY'S FEES: With the exception of defense costs and expenses pursuant to Contractor's indemnity obligations, no party shall be entitled to recover attorney's fees, court and investigative costs, or any other fees or expenses associated with pursuing a remedy for damages arising out of or relating to the Master Agreement, this Participating Addendum or the Contracts.

9. RECORDS MAINTENANCE; ACCESS TO RECORDS: Contractor shall retain, maintain, and keep accessible all records relevant to Contractor's performance under this Participating Addendum, the Master Agreement and the Purchase Orders (collectively, "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Participating Addendum, the Master Agreement and the Purchase Orders, or until the conclusion of any audit, controversy or litigation arising out of or related to the Participating Addendum, the Master Agreement or the Purchase Orders, whichever date is later. Contractor shall maintain all fiscal Records during the Record-retention period in accordance with generally-accepted accounting principles. DAS PS and the federal government may audit Records at reasonable times and places for purposes of examination and copying.

10. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS: Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Participating

Addendum, the Master Agreement and the Contracts, all of which are incorporated herein by reference to the extent applicable. DAS PS and Authorized Purchaser's performance is conditioned upon Contractor's compliance with the obligations of contractors contemplated under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. Contractor shall, to the maximum extent economically feasible use recycled paper as defined in ORS 279A.010(1)(gg), recycled PETE products as defined in ORS 279A.010(1)(hh), and other recycled plastic resin products and recycled products as "recycled product" is defined in ORS 279A.010(1)(ii) in the performance of this Participating Addendum and Contracts.

11. FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Participating Addendum. Authorized Purchaser may withhold final payment under its Contracts until Contractor has met this requirement.

12. TIME IS OF THE ESSENCE: Time is of the essence in the performance of Contractor's obligations under this Participating Addendum.

13. INSURANCE,

13.1. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the State,

13.1.1 WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in Oregon Revised Statute (ORS) 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

13.1.2. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

\$2,000,000 per occurrence limit for any single claimant; and
\$4,000,000 per occurrence limit for multiple claimants

AND

Property Damage:

\$112,000 per occurrence limit for any single claimant; and
\$560,000 per occurrence limit for multiple claimants

13.1.3. AUTOMOBILE LIABILITY.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability

Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts:

Bodily Injury/Death:

\$2,000,000 per occurrence limit for any single claimant; and
\$4,000,000 per occurrence limit for multiple claimants

AND

Property Damage:

\$112,000 per occurrence limit for any single claimant; and
\$560,000 per occurrence limit for multiple claimants

13.1.4 EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance is acceptable. If Contractor is using excess/umbrella insurance to meet the minimum insurance requirement, Contractor's certificate must include a list of the policies that fall under the excess/umbrella insurance. Sample wording is "The Excess/Umbrella policy is excess over General Liability, Auto Liability, etc."

13.2 ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Contract shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

13.3 "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Contractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and the State's acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Contract. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Addendum. Contractor shall provide to the State, upon the State's request, certification of the coverage required under this section.

13.4. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to the State Certificates of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The Certificates must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any. The Contractor shall immediately notify the State of any change in insurance coverage.

14. INDEPENDENT CONTRACTOR; RESPONSIBILITY FOR TAXES AND WITHHOLDING

14.1 Contractor shall perform its obligations under this Participating Addendum and all associated Contracts as an independent contractor. Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of fulfilling its obligations under this Participating Addendum and all Contracts.

14.2 If Contractor is currently performing work for DAS PS or the federal government, Contractor warrants and certifies that: Contractor's performance under the Participating Addendum and Master Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's

employing an Authorized Purchaser (state or federal) would prohibit Contractor's performance under the Participating Addendum and Master Agreement. Contractor is not an "officer," "employee," or "agent" of Authorized Purchaser, as those terms are used in ORS 30.265.

14.3 Contractor is responsible for all federal or State of Oregon taxes applicable to compensation or payments paid to Contractor, and unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or State of Oregon tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor, except as a self-employed individual.

15. INDEMNIFICATION:

15.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY DAS PS AND AUTHORIZED PURCHASERS, AND THEIR AGENCIES, DIVISIONS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY, THE "STATE INDEMNIFIED PARTIES") AGAINST ANY CLAIM, LOSS, DAMAGES, LIABILITIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL, AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST DAS PS INDEMNIFIED PARTIES ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY ANY ALLEGED ACT, OMISSION, ERROR, FAULT, MISTAKE OR NEGLIGENCE OF CONTRACTOR, ITS EMPLOYEES OR AGENTS, OR (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS PARTICIPATING ADDENDUM OR ANY OF THE CONTRACTS, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE GOODS. STATE INDEMNIFIED PARTIES SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH STATE INDEMNIFIED PARTIES BECOME AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM SOLELY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF STATE INDEMNIFIED PARTIES, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF GOODS OR SERVICES WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH GOODS OR SERVICES.

ALL OF CONTRACTOR'S INDEMNITY OBLIGATIONS TO DAS PS AND ANY STATE AGENCIES REQUIRE THAT THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, DAS PS OR ANY STATE AGENCIES PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, DAS PS AND STATE AGENCIES, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, AND OTHER AUTHORIZED PURCHASERS MAY ASSUME THEIR OWN DEFENSE, INCLUDING THAT OF THEIR OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE SOLE DISCRETION OF A STATE INDEMNIFIED PARTY IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF DAS PS INDEMNIFIED PARTY, ITS OFFICERS, EMPLOYEES AND AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE INDEMNIFIED PARTY ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY STATE INDEMNIFIED PARTY IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

16. NOTICES: All notices required under this Participating Addendum will be in writing and addressed to the party's authorized representative. Contractor's authorized representative shall be the individual identified Section 3 of the Participating Addendum. Mailed notices shall be deemed received five (5) days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed received upon electronic confirmation of successful transmission to the designated fax number.

17. GOVERNING LAW: This Participating Addendum and the Master Agreement will be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to the conflict of law principles thereof, and applicable federal law.

18. VENUE; CONSENT TO JURISDICTION: Any claim between the State, or any agency or department of the State of Oregon, and Contractor that arises from or relates to this Participating Addendum, the Master Agreement or the Contracts will be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Notwithstanding the foregoing, when an Authorized Purchaser is an ORCPP Participant, any claim arising between Contractor and such Authorized Purchaser shall be brought and conducted solely and exclusively in the Circuit Court of the county where the Authorized Purchaser is headquartered. Provided, however, if a claim must be brought in a federal forum, then, unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

19. VOLUME SALES REPORTS (VSR)/VENDOR COLLECTED ADMINISTRATIVE FEES (VCAF)

19.1 Contractor shall submit quarterly Volume Sales Report (VSR), Exhibit 3 of this Participating Addendum, no later than thirty (30) calendar days from the end of each calendar quarter, which contains:

- The Authorized Purchaser Purchase Order/Contract numbers;
- Complete and accurate details of all receipts (sales and refunds) for the reported period;
- The information as identified in Exhibit #3, Volume Sales Report.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

19.2 Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

19.3 Receipt/Acceptance: The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Price Agreement shall not preclude SPO from challenging the validity thereof at any time.

19.4 DAS PS reserves the right to terminate this Addendum if volume sales reports are not received as scheduled on in the prescribed format.

19.5 DAS PS may request more detailed reports for any quarter. Contractor is required to provide additional reporting only to the extent that it has reasonably available information that is responsive to such DAS PS requests.

19.6 Volume Sales Reports based upon Contract numbers, as referenced above in paragraph 19.1.1, are due by the 15th day following the end of each calendar quarter during the term of the Participating Addendum. Calendar quarters end March 31, June 30, September 30 and December 31. DAS PS may terminate the Participating Addendum if Contractor does not submit sales reports as scheduled.

19.7 Contractor shall supply reports in a format approved by DAS PS. The following format examples are preferred for sales information reports: Excel Spreadsheet OR MS Word. All other report formats and methods of delivery (other than electronically to the above e-mail address) must be approved and agreed upon by DAS PS and Contractor before submission of the first report.

19.8 Vendor Collected Administrative Fee: Contractor shall pay to DAS PS a fee of .75% on this Participating Addendum (the "Vendor Collected Administrative Fee" or "VCAF"). The VCAF shall be calculated based on the Volume Sales Report submitted by Contractor. Upon receipt of the Volume Sales Report, DAS PS shall generate an invoice to the Contractor for the VCAF and Contractor shall pay the VCAF within thirty (30) calendar days after receipt of the invoice. Contractor shall remit the VCAF in immediately available funds to:

State of Oregon
Department of Administrative Services
Attn: Procurement Services
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

Any payments Contractor makes or causes to be made to DAS PS after the due date, as indicated on invoice, accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount is paid in full. DAS PS's right to interest on late payments does not preclude DAS PS from exercising any of its other rights or remedies pursuant to this Participating Addendum or otherwise with regard to Contractor's failure to make timely remittances. DAS PS, at its own expense (except as provided herein), has the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's records, as defined herein, and other pertinent data, to determine and verify the figures reported in any administrative reports, or Volume Sales Reports, furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall pay the amount of deficiency, together with interest. At DAS PS's request, Contractor shall pay the reasonable cost of an audit, but only if such audit reveals that an underpayment may exist as determined by DAS PS.

20. AUTHORIZED PURCHASERS:

20.1 It is the Contractor's responsibility to verify Authorized Purchasers' authority to make purchases pursuant to this Participating Addendum. ORCPP Participants can be verified on the DAS PS website at:
<http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>

21. AMENDMENTS: This Participating Addendum may be amended, modified, or supplemented only by a written amendment signed by DAS PS and Contractor ("Amendment").

22. TAX CERTIFICATION: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup

withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620. Contractor will make this same certification each time this Participating Addendum is amended by the Parties.

23. TRADE SECRETS: Contractor shall label the information and documentation qualifying as trade secrets under ORS 192.501(2) that it wishes to protect from disclosure to third parties with the following:

"This data constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law. DAS PS and Authorized Purchaser will take reasonable measures to hold in confidence all such labeled information and documentation. Provided, however, the State and Authorized Purchaser shall not be liable for release of any information when authorized or required by law, instructions by the Oregon Department of Justice, or court order to do so, whether pursuant to Oregon Public Records Law or otherwise. Further, the State shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3)."

24. ENVIRONMENTAL REQUIREMENTS:

24.1 Contractor shall have available for purchase an assortment of stock products which help to minimize environmental impact. Such products, referred to as "Environmentally Preferable Products" (EPPs), may include, but are not limited to, those which contain recycled content, conserve energy or water, minimize waste or reduce the amount of toxic material used and disposed of. DAS PS will make the determination at the time of purchase, based upon reasonably available product information, whether the product is an EPP which satisfies requirements under this provision. Contractor makes no representation as to the availability of any particular EPP products at any specific store location. Contractor is encouraged to provide information on other environmental initiatives, which may be relevant to Oregon's environmental objectives.

24.2 DAS PS has a preference for, and may purchase at its discretion if available, products that:

24.3.1 Are the least toxic product available for the given application, and

24.3.2 Are readily biodegradable, and

24.3.3 Have minimal and recyclable packaging.

25. RESERVED

26. SAFETY AND HEALTH REQUIREMENTS

26.1 Contractor warrants that Goods provided under the Master Agreement comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and with all Oregon safety and health requirements, including, but not limited to, those of the State Workers' Compensation Division.

26.2 Contractor shall provide the Authorized Purchaser, upon request, with a Material Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Master Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, product labeling will be limited to that provided by the manufacturer in the normal course of business in accordance with commercial practice and applicable law.

27. AVAILABLE FUNDING. Payments under any Contract are contingent upon the Authorized Purchaser receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the

Authorized Purchaser, in the exercise of its reasonable administrative discretion, to continue the compensation of Contractor under the Contract. Contractor is not entitled to receive compensation under the Contract from any other agency or department of the State of Oregon. Nothing in this Participating Addendum, Master Agreement or Contracts is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon.

28. ASSIGNMENT OF ANTITRUST RIGHTS.

28.1 CONTRACTOR IRREVOCABLY ASSIGNS TO STATE ANY CLAIM FOR RELIEF OR CAUSE OF ACTION WHICH CONTRACTOR NOW HAS OR WHICH MAY ACCRUE TO CONTRACTOR IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15, ORS 646.725, OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO CONTRACTOR FOR THE PURPOSE OF CARRYING OUT CONTRACTOR'S OBLIGATIONS UNDER THIS PARTICIPATING ADDENDUM OR ANY RESULTING CONTRACT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

28.2 CONTRACTOR SHALL REQUIRE ANY SUBCONTRACTORS HIRED TO PERFORM ANY OF CONTRACTOR'S DUTIES UNDER THIS PARTICIPATING ADDENDUM OR ANY RESULTING CONTRACT TO IRREVOCABLY ASSIGN TO STATE, AS THIRD PARTY BENEFICIARY, ANY RIGHT, TITLE OR INTEREST THAT HAS ACCRUED OR WHICH MAY ACCRUE IN THE FUTURE BY REASON OF ANY VIOLATION OF 15 U.S.C. § 1-15 OR ORS 646.725 OR ORS 646.730, IN CONNECTION WITH ANY GOODS OR SERVICES PROVIDED TO THE SUBCONTRACTOR FOR THE PURPOSE OF CARRYING OUT THE SUBCONTRACTOR'S OBLIGATIONS TO CONTRACTOR IN PURSUANCE OF THIS PARTICIPATING ADDENDUM OR ANY RESULTING CONTRACT, INCLUDING, AT STATE'S OPTION, THE RIGHT TO CONTROL ANY SUCH LITIGATION ON SUCH CLAIM FOR RELIEF OR CAUSE OF ACTION.

29. WAIVER. The failure of DAS PS or an Authorized Purchaser to enforce any provision of the Master Agreement, the Participating Addendum, or a Contract, or the waiver of any violation or nonperformance of the Master Agreement, the Participating Addendum, or a Contract in one instance does not constitute a waiver by DAS PS or the Authorized Purchaser of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce or waiver, if made, is effective only in the specific instance and for the specific purpose given.


30. SEVERABILITY. If a court of competent jurisdiction declares any provision of the Master Agreement, this Participating Addendum or a Contract to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Master Agreement, this Participating Addendum or the Contract did not contain the particular provision held to be invalid.

31. THIRD PARTY BENEFICIARIES. DAS PS and Contractor are the only parties to the Participating Addendum and are the only parties entitled to enforce the terms of the Participating Addendum. Nothing in this Participating Addendum gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless the third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Participating Addendum. Authorized Purchasers are intended beneficiaries of the terms of this Participating Addendum.

32. SURVIVAL. In addition to all provisions of the Master Agreement and this Participating Addendum which by their nature extend beyond the termination or full performance, the following provisions shall survive termination or expiration of the Master Agreement and this Participating Addendum, including but not limited

to: warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, and termination provisions.

**EXHIBIT NO. 2 to State of Oregon Participating Addendum
Form of Purchase Order**

	<h1>STATE OF OREGON</h1>	PURCHASE ORDER (PO) NO.	PAGE #		
		Authorized Purchaser's Authorized Representative	Purchase Order Date	Requisition No.	
Contractor Name and Address AmTab Manufacturing 652 N Highland Avenue Aurora, IL 60506		Authorized Purchaser's Invoicing Address			
Contractor FEIN	Price Agreement number MA #663, PA #5661	Authorized Purchaser's Authorized Representative Email Address			
Deliver to Address		Authorized Purchaser's Authorized Representative Phone and Fax Number			
		Delivery Schedule or Delivery Date			
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
<p>This Purchase Order is subject to Master Agreement #MA663, and Participating Addendum #5661. The terms and conditions contained in the Participating Addendum apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.</p>					
Agency's Authorized Representative to Make Purchase:				Date	

**EXHIBIT NO. 3 to State of Oregon Participating Addendum
Vendor Collected Administrative Fee (VCAF)/Volume Sales Report (VSR)**

Customer or Account Number	Contract #	Supplier Order Number	Product Description	Product Number (GBA)	Product Number (Supplier Under PA)	Category of Product	Good or Service Organization	Sustainability Certification	Order Date	Shipping Date	Date of Invoice	Price	Discount	Price Agreement	Quantity	Total Extended Price	
	State of Oregon																
	Educational Furniture																
	Contract # Master/Agreement #																
Vendor Name	AS																
Reporting Period	11/15-05/31/13																
Total Extended Equipment Sales	\$0.00																
VCAF Rate or Structure	0.75%																
Total VCAF amount due	\$0.00																
Form of Payment (check / ACH)	Check/ACH																
Type of report (original, corrective)	Original																
Vendor/Contact Email	62422@osde.state.or.us																
Vendor/Contact Phone	503-235-1717																
Comments	Nil																