STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 5

CONTRACT #: MA3968

Starting Date: 1/22/2023

Expiration Date: 1/21/2028

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Krueger International, Inc (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Implement 9/2/2026 price lists
-5% average increase
- Discount Percentages will not change

Effective Date of Amendment: 9/3/2026

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Andy Van Straten
Andy Van Straten (Aug 27, 2026 15:00:29 CDT) 08/27/2026

Contractor's Signature Date

Andy Van Straten

Contractor's Name (Print)

Director of Business Operations

Title (Print)

STATE OF UTAH

09/02/2026

Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Dylan Latimer	801-957-7104	Dlatimer@utah.gov	MA3968

NASPO ValuePoint Office Furniture CT22-79

Firm Name: Krueger International, Inc. (KI)
Effective Date: 12/3/2024
Price List #: See links below

Office Furniture and Related Services

MA3968 - PA	Price Tier 1 Percentage Discount Less tan or Equal to $50,000	Price Tier 2 Percentage Discount Over $50,001 to $150,000	Price Tier 3 Percentage Discount Over $150,001	Price List link
Office Seating				
Altus Task	44%	45%	45%	https://ki.widen.net/content/rwaz5u9hfx/pdf/Altus-Seating-Price-List.pdf?u=vzbxfu
Diem Task	44%	45%	45%	https://ki.widen.net/content/evg1e9mvak/pdf/Diem-Task-Seating-Price-List.pdf?u=vzbxfu
Impress Task	44%	45%	45%	https://ki.widen.net/content/jlqjff621j/pdf/Impress-Seating-Price-List.pdf?u=vzbxfu
Impress Ultra Task	44%	45%	45%	https://ki.widen.net/content/izflepnxyn/pdf/Impress-Ultra-Seating-Price-List.pdf?u=vzbxfu
Oath Task	44%	45%	45%	https://ki.widen.net/content/iwelobnt8r/pdf/Oath-Seating-Price-List.pdf?u=vzbxfu
Pilot Task	44%	45%	45%	https://ki.widen.net/content/msslxnkgfu/pdf/Pilot-Seating-Price-List.pdf?u=vzbxfu
Sift Task	44%	45%	45%	https://ki.widen.net/content/cmxhth0ibw/pdf/Sift-Seating-Price-List.pdf?u=vzbxfu
Signia Task Chair	44%	45%	45%	https://ki.widen.net/s/5qxtcvvxs6/signia-task-seating-price-list
Apply Seating Collection	44%	45%	45%	https://ki.widen.net/content/kjhjep0pcc/pdf/Apply-Seating-Price-List.pdf?u=vzbxfu
Doni Seating Collection	44%	45%	45%	https://ki.widen.net/content/eojta9w3do/pdf/Doni-Seating-Collection-Price-List.pdf?u=vzbxfu
Grazie Seating Collection	44%	45%	45%	https://ki.widen.net/content/ss8n2lzwjc/pdf/Grazie-Seating-Price-List.pdf?u=vzbxfu
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Ruckus Task Chair	44%	45%	45%	https://ki.widen.net/content/5jeqoescpg/pdf/Ruckus-Collection-Price-List.pdf?u=vzbxfu
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Torsion Air Seating Collection	44%	45%	45%	https://ki.widen.net/content/3sgj9dzfhf/pdf/Torsion-Air-Price-List.pdf?u=vzbxfu
Affina Guest Chair	44%	45%	45%	https://ki.widen.net/content/yzhoyn8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu
Soltice Guest Chair	44%	45%	45%	https://ki.widen.net/content/jcarhofi5p/pdf/Soltice-Collection-Price-List.pdf?u=vzbxfu
Katera Guest Chair	44%	45%	45%	https://ki.widen.net/content/1oinmk2ccj/pdf/Katera-Seating-Price-List.pdf?u=vzbxfu
Soltice Metal Guest Chair	44%	45%	45%	https://ki.widen.net/content/huq5nzndqu/pdf/Soltice-Metal-Collection-Price-List.pdf?u=vzbxfu
Zoetry Guest Chair	44%	45%	45%	https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu
Opt4 Stack Seating & Stools	44%	45%	45%	https://ki.widen.net/content/utokz5jtip/pdf/Opt4-Seating-Price-List.pdf?u=vzbxfu
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600 Folding Chair	44%	45%	45%	https://ki.widen.net/content/pfnrkzay0i/pdf/Folding-Chairs--Stools-Price-List.pdf?u=vzbxfu
Meastro Stack Seating	44%	45%	45%	https://ki.widen.net/content/ushrpd3wfy/pdf/Maestro-Seating-Price-List.pdf?u=vzbxfu
600 Industrial Stool	44%	45%	45%	https://ki.widen.net/content/pfnrkzay0i/pdf/Folding-Chairs--Stools-Price-List.pdf?u=vzbxfu
Medical and Lab Stool	44%	45%	45%	https://ki.widen.net/content/agcwdxf0o2/pdf/Medical-and-Laboratory-Stools-Price-List.pdf?u=vzbxfu
Ricochet Stools	44%	45%	45%	https://ki.widen.net/content/bhepd3yvea/pdf/Ricochet-Stools-Price-List.pdf?u=vzbxfu
Lounge & Public Seating				
Affina Lounge Seating	44%	45%	45%	https://ki.widen.net/content/yzhoyn8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu
Cascha Lounge Seating	44%	45%	45%	https://ki.widen.net/s/6d8mxq6hpz/cascha-price-list
Clamber Tiered Seating	44%	45%	45%	https://ki.widen.net/s/5p65grhtnm/clamber-tiered-seating-price-list
Jubilee Lounge Seating	44%	45%	45%	https://ki.widen.net/content/vvr7u2jh8x/pdf/Jubilee-Lounge-Seating-Price-List.pdf?u=vzbxfu
Lyra Lounge Collection	44%	45%	45%	https://ki.widen.net/content/5bj3c6tgof/pdf/Lyra-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Sela Lounge Collection	44%	45%	45%	https://ki.widen.net/content/qtdqwf6gqd/pdf/Sela-Lounge-Furniture-Price-List.pdf?u=vzbxfu
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Zoetry Collection	44%	45%	45%	https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu

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MyPlace Lounge Furniture	44%	45%	45%	https://ki.widen.net/content/voghpjubwn/pdf/MyPlace-Lounge-Collection-Price-List.pdf?u=vzbxfu
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Architectural Products				
Genius Architectural Wall	44%	50%	50%	* Price List are not available for Architectural products - Built according to your specific specifications. Quoted on a case-by-case basis.
Evoke Architectural Wall	44%	50%	50%	** Architectural products are not quoted with installation and transportation charges.
Lightline Architectural Wall	44%	50%	50%	*** Installation and Transportation charges are quoted per project.
Wiggle Room Super Structure	44%	50%	50%	Same as Architectural products - Built according to your specific specifications. Quoted on a case-by-case basis.
WiggleRoom	44%	45%	45%	https://ki.widen.net/content/1ssc0tq1ov/pdf/WiggleRoom-Price-List.pdf?u=vzbxfu

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STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 4

CONTRACT #: MA3968

Starting Date: 1/22/2023

Expiration Date: 1/21/2028

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Krueger International, Inc (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Implement 2025 price lists
-5.7% average increase
- Discount Percentages will not change

Effective Date of Amendment: 9/3/2025

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Signed by:
Krueger International Inc KI Andy Vanstraten 8/4/2025
C54388C7239C477...

Contractor's Signature Date

Krueger International Inc KI Andy Vanstraten

Contractor's Name (Print)

Director of Business Operations

Title (Print)

STATE OF UTAH

DocuSigned by:
C38BE9DAC528424... 8/5/2025

Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Dylan Latimer	801-957-7104	Dlatimer@utah.gov	MA3968

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STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: MA3968

Starting Date: 1/22/2023

Expiration Date: 1/21/2028

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Krueger International, inc (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Adjust pricing on contract to 11/2023 catalogue

Effective Date of Amendment: 3/21/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

DocuSigned by:
Andy Vanstraten
132E956F0028437...

2/15/2024

Contractor's Signature — Date

Andy Vanstraten

Contractor's Name (Print)

Director of Business Operations

Title (Print)

STATE OF UTAH

DocuSigned by:
C38BE9DAC528424...

2/15/2024

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Dylan Latimer	801-957-7104	dlatimer@utah.gov	MA3968

Docusign Envelope ID: FB2FBA56-7D9E-4D1C-9097-463F38B7B0C0

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: MA3968

Starting Date: 1/22/2023

Expiration Date: 1/21/2028

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Krueger International Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Request to add new product – STOUT Tables
Discounting will follow contract discounting:
$1 - $49,999 – 44% and $50,000 and greater - 45%

Please find the attached information on product line for your review.

Effective Date of Amendment: 5/12/2023

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

5/12/2023

Contractor's Signature — Date

Andy Van Straten

Contractor's Name (Print)

Contract manager

Title (Print)

STATE OF UTAH

DocuSigned by:

C38BE9DAC528424...

9/28/2023

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Laurel deLagerheim	(801) 957-7121	ldelagerheim@utah.gov	MA

Docusign Envelope ID: FB2FBA56-7D9E-4D1C-9097-463F38B7B0C0

STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: MA3968

Starting Date: 1/22/2023

Expiration Date: 1/21/20285

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Krueger International Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

New contract was BID and submitted in April of 2022, since April KI has had a list price increase effective on October 3, 2022. Similar to other furniture manufacturers (and, for that matter, virtually every other business and institution these days), KI continues to incur unprecedented cost increases across its entire supply chain. While we continue to absorb much of these increases, KI simply cannot absorb all and continue to offer competitive and superior quality products. KI will not compromise on that standard.

As a result, effective October 3, 2022, KI adjusted list prices for those individual product groups most affected by continuing cost increases. KI is requesting to start off the new contract at KI's current list price, all other terms and conditions will stay as negotiated, including discounts.

Effective Date of Amendment: 1/22/2023

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

12/22/2022

Contractor's Signature — Date

Andy Van Straten

Contractor's Name (Print)

Contract Manager

Title (Print)

STATE OF UTAH

DocuSigned by:

C38BE9DAC528424...

9/28/2023

Director, State of Utah Division of Purchasing — Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	**Contract #**
Laurel deLagerheim	(801) 957-7121	ldelagerheim@utah.gov	MA

Docusign Envelope ID: FB2FBA56-7D9E-4D1C-9097-463F38B7B0C0

Contract # **MA3968**

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Krueger International, Inc.
Name

1300 Bellevue St.
Address

Green Bay | WI | 54302
City | State | Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Andy Van Straten Phone #(920)468-2394 Email Any.Van.Straten@ki.com
Vendor #114481A Commodity Code #425, 42506, 42507, 42548, 42558, 42560, 42548, 42520, 42517, 42518, 42540, 42548, 42594, 42503, 42556, 15030, 15091, 42557, 15056, 15058, 42550, 42553, 42580, 42581, 42589, 42513

2. CONTRACT PORTFOLIO NAME: Office Furniture

3. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide Office Furniture and Related Services identified in Attachment B to Participating States once a Participating Addendum has been signed.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on Bid#CT22-79.

5. CONTRACT PERIOD: Effective Date: 1/22/2023 Termination Date: 1/21/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A.

6. Payment: Prompt Payment Discount (if any): N/A.

7. Administrative Fee, as described in the Solicitation and Attachment A: 0.25%.

8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Pricing Information (Discount Matrix and Price Lists linked and/or incorporated by reference).

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, and Contractor's response to solicitation #CT22-79.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

Guy Patzke
Guy Patzke (Dec 22, 2022 10:01 CST)
Contractor's signature — Date: 12/22/2022

Guy Patzke — Asst. Secretary
Type or Print Name and Title

STATE

Director, Division of Purchasing — Date: 12/22/2022

Cat Turner	(801)957-7128	-	CaTurner@Utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revised 4/22/20 RS)

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ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for five (5) years.

2.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

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3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State

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

4.4 **Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

4.9 Release of Information. Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 No Representations. The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some Participating Entities may require an additional administrative fee be paid by Contractor directly to the Participating Entity on purchases made by Purchasing Entities within that Participating Entity. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless prohibited by law or otherwise negotiated in a Participating Addendum, Contractor may adjust the Participating Addendum pricing by an amount no greater than the Participating Entity fee for purchases made by Purchasing Entities within the jurisdiction of the Participating Entity. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the Participating Entity requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master

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Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable)

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EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

5.3.5 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in

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third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than two years after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 Canadian Participation. Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 Additional Agreement with NASPO. Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 Pricing.

6.1.1 Minimum discount percentage rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Contractor may request to update the pricing on their Published Commercial Price List one (1) time every twelve (12) months. Any update must be submitted at least ninety (90) days prior to the effective date and the Lead Contract State Administrator may update the Master Agreement through a written amendment as appropriate.

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The requested increase must be based upon a documented cost increase to the Contractor that is directly correlated to the price of the products on the Contractor's Published Commercial Price List that are covered under the Master Agreement. The price adjustment must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation supporting the request and demonstrating a reasonableness of the adjustment when comparing the current price list to the proposed price list.

Documentation shall include, but not be limited to, the Contractor's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data, and other information to support and justify the increase. The Lead State Contract Administrator may conduct a thorough investigation of the data provided and substantiate whether the increase is valid or justified.

Any approved Published Commercial Price List price adjustments shall carry a price guarantee period of twelve (12) months and be effective on the date of the Master Agreement amendment or the designated effective date.

Any adjustment or amendment for a price increase to the Master Agreement will not be effective unless approved by the Lead State Contract Administrator. The End User will be given the immediate benefit of any decrease in the market or allowable discount.

No retroactive price adjustments will be allowed for Published Commercial Price List price adjustments.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days from the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Notwithstanding the forgoing, payment provisions as they apply to a Participating Entity may be modified in the Participating Entity's Participating Addendum. Payments may be made via

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a purchasing card with no additional charge only as a form of pre-payment at time of order placement

6.3 **Leasing or Alternative Financing Methods**. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor including the following:

7.6.5.1 Published Commercial Price List

7.6.5.2 Contracted Discount Percentage

7.6.5.3 Contract Price

7.6.6 Installation and Design Fees show as hourly rates. Information must include the number of crew members required and the installation team's associated hours and hourly rate. Each crew member's number of hours must a detailed explanation of the work to be included in those hours.

7.6.7 Anticipated Lead times

7.6.8 A not-to-exceed total for the products or services being ordered; and

7.6.9 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 **Contract Provisions for Orders Utilizing Federal Funds**. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid and allowed, with all transportation and handling charges paid by the Contractor.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section

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IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

9.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

9.4 **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity. Unless otherwise defined by the Purchasing Entity and Contractor in an Order, a Product meets the standard of performance when it conforms to the requirements and specifications set forth in this Master Agreement and in the Purchasing Entity's Order.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the

standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 Contractor shall invoice the Purchasing Entity only for Product that has been Accepted and meets the standard of performance or specification. If any portion of a delivered Order is not Accepted or does not meet the standard of performance or specification, the Contractor and the Purchasing Entity shall work in good faith to establish a reasonable invoicing and payment arrangement for the portion of the delivered Order that is Accepted. Notwithstanding the previous, a Purchasing Entity may reject a conforming Product if a non-conforming Product is required to fulfill the conforming Product's purpose.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 **Warranty.** The Contractor warrants at a minimum the office furniture products and materials offered under this RFP and resulting Master Agreement for ten (10) years from Acceptance. Contractor may exclude textiles, color fastness, electrical components, pneumatic cylinders and other moving parts from the ten (10) year warranty from Acceptance. If not explicitly excluded, the products will carry the ten (10) year warranty from Acceptance. Specialty products and accessories may be excluded from the following requirements and must offer a minimum warranty of five (5) years from Acceptance. Warranties must contain descriptive warranty information for all specialty products and accessories. Contractor warrants that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

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10.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

10.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

11.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 License of Pre-Existing Intellectual Property. Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

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13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

13.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

13.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

13.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State,

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or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

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14.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable

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Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or

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examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

14.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

14.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 Delay caused solely by a third party not under Contractor's supervision or control will not be deemed a default under this Master Agreement. For purposes of this subsection, "third party" does not include Contractor's employees, agents, subcontractors, volunteers, or any individual or entity utilized by Contractor in performance of this Master Agreement. Nothing in this section diminishes Contractor's liability for delay or default caused by an act, error, or omission of Contractor or resulting from Contractor's negligence.

14.8.3 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's

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liability for actual damages to the extent provided for under this Master Agreement.

14.8.4 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

14.8.4.1 Any remedy provided by law;

14.8.4.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.4.3 Assessment of actual damages as provided in this Master Agreement;

14.8.4.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.4.5 Suspension of Contractor's performance; and

14.8.4.6 Withholding of payment until the default is remedied.

14.8.5 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement,

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or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order

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placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

14.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

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Attachment B - Scope of Work

A. Scope of Work

The following products and services are not included in the scope of this RFP: residential, gaming, healthcare, educational, laboratory, auditorium and lecture hall furniture. Third party or partner brands are not included in the scope of this RFP.

1. Product Categories

Offerors may respond to all or any of the office furniture categories. Offeror must respond to and provide the mandatory products listed in each product category and may not provide only subcategories and/or optional items.

Offerors awarded a product category will then be awarded the Offeror's entire proposed product lines within the scope of the product category. Accessories provided by the awarded Offeror must be related to each product category for which Offeror is awarded.

i. Office Seating and Accessories includes general purpose office chairs that are normally used in an office environment and may include, but are not limited to those seating styles typically referred to as: conference/executive chairs, task chairs, side/guest chairs, nesting folding chairs, tablet arm chairs and stools.

   Offerors submitting for the office seating and accessories category must provide in their offering, at a minimum, executive seating, task/work seating, conference room seating and guest/side seating. Optional products include dispatch 24/7 seating, value seating, Bariatric seating, stackable/folding seating, work stools, and tablet arm chairs.

ii. Lounge and Public Seating and Accessories includes products with single seat units, units with multiple seating positions within one unit or ganged seating units, and folding chairs. Public and lounge seating may be ganged/connected. Seating in this category would normally be used in indoor common/shared spaces such as waiting, reception, visitor seating, restaurant and dining settings and other gathering areas. Seating units that must be attached to the building structure for support or stability purposes and general purpose or task-oriented office chairs are not included.

   Offerors submitting for the Lounge and Public Seating Accessories category must include, at a minimum, single seats reception/lounge seating, multiple seat reception/lounge seating within one unit or ganged seating units, couch seating, and lounge seating. Optional products include collaborative lounge seating, folding chairs, foot stools, and Bariatric Lounge and Public Seating.

iii. Desks, Tables, and Related Products and Accessories include products intended for use in commercial office, institutional and training environments; including retail spaces and restaurants. Tables may be collapsible and/or stackable. Tables with attached seating are excluded.

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Offerors submitting for the Desks, Tables, and Related Products and Accessories category must provide in their offering, at a minimum, free-standing desks, height adjustable desks, and tables. Optional products include small office, side tables, conference room tables, training tables, and mobile and portable workstations.

iv. Panel Systems and Accessories include panel systems, screens, panel supported systems, and various hang on components.

Offerors submitting for the Panel Systems and Accessories category must provide in their offering, at a minimum, panel systems and overhead storage. Optional products include moveable screens, boundaries, and panels, mobile boards, and shelving.

v. Storage and Accessories include freestanding, mobile, and wall mounted storage units and shelving, bookcases, filing cabinets, pedestal filing cabinets, wardrobes, and other similar functioning storage products.

Offerors submitting for the Storage and Accessories category must provide in their offering, at a minimum, file cabinets, free-standing and mobile pedestal file cabinets, and bookcases. Optional items include wardrobes, cabinets, and shelving. This category does not include shelving units that are attached to panel systems or architectural products.

vi. Architectural Products and Accessories include prefabricated walls, typically steel or aluminum frame with custom design solutions for a variety of applications. A non-structural, manufactured wall system consisting of prefinished modular panels assembled to create various spaces. May be installed into a track system, panels may interlock or butt together with system hardware. Utilities and other infrastructure may be incorporated into the system as well as whiteboards, housing for monitors, and can incorporate lighting, and shelving. The system is best for floor to ceiling installations. This wall type is best suited for longer duration needs and for project separations in occupied spaces an as a barrier.

Offerors submitting for the Architectural Products category must provide in their offering, at a minimum, demountable walls (unitized and modular). Optional items include other types of architectural products, shelving, pods, and other similar products. Pods include partially or entirely self-contained spaces that may or may not be mobile that can contain one (1) or more persons.

2. Optional Service Categories

The awarded Offeror may or may not offer these categories. Participating Entities reserve the right to determine to incorporate any of the optional categories into a Participating Addendum. If the optional categories are offered by the awarded Offeror, the terms and conditions, scope of work and hourly rates shall be negotiated during the Participating Addendum process.

Optional services must be provided as a standalone service without the need to place an order for furniture. Contractor must provide a not to exceed quote for optional services

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prior to commencing work.

Contractor must comply with all applicable federal, state, borough, and local regulations, codes, and laws, and be liable for all required insurance, licenses, permits, bonds, taxes, inspections, and prevailing wage requirements.

i. Software that enhances the awarded product categories.

ii. Recycling or Donation/Reuse Programs

iii. Work from Home Programs

iv. Lease Options

Contractor may provide the following rental/financing options, including, but not limited to lump sum payment, installment sale, rental and the option to lease any office furniture, supplies, materials and services. Contractor will identify its rental/lease partner(s). Any Purchasing Entity may choose to work with a Contractor's lease partner or obtain other financing or work with other leasing entities of the Purchasing Entity's choice.

v. Reconfiguration of Furniture

1. Product Inventory

a. Contractor shall go to the existing space and assess/inventory the existing furniture layout and products. A drawing and specification list of the existing furniture layout is required prior to beginning a reconfiguration of furniture.
b. If the original design was completed by the Contractor and the design is on file, the Contractor shall verify the existing layout against the design, then update the design to verify the design/layout/count of existing products is accurate prior to beginning the new design.
c. If the original design was not completed by the Contractor or the design is not on file, then the Contractor shall need to create a new set of drawings that reflect the current furniture layout prior to beginning the new design.

2. Field Verifications

Contractor shall complete a field verification of facility dimensions, including inspecting the site, measuring the space and updating the Purchasing Entity's provided CAD drawings to reflect accurate dimensions, or creating the CAD drawings if the drawings do not exist.

3. Furniture Space Planning, Layout, and 3D Rendering

Purchasing Entities may request multiple revisions based on Purchasing Entity feedback. Space planning may also include preliminary block plans to

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determine space utilization or may include specific product application and design. Contractor shall ensure that plans meet all building, electrical and fire codes, and obtain approval from building departments, as required.

4. Furniture Specification

   Contractor shall create parts lists based on the layout of space, application of color, material, and finish, and specification/coordination of electrical/data. Contractor shall double check to make sure all plans meet code and match the requested finishes, quantities, and sizes on the floor plan.

   Purchasing Entity may request that the Contractor research and present multiple product options as requested. Each time the layout or color, material, and finish is revised, the plan must also be revised.

5. Customer's Own Material (COM)

   If an Purchasing Entity elects to use COM, Contractor must spend time verifying yardage and application of COM along with availability and compatibility on product. Each time colors and finishes are revised by an Purchasing Entity, the plan must also be revised.

6. Final Floor Plans and Quote

   Contractor must create a final floor plan in a printed copy or electronic PDF format for the Purchasing Entity to approve in writing and allows an order to be placed. The final floor plan must include furniture layout, electrical/data locations, etc.

3. Authorized Dealers

   Authorized Dealers are required to offer all mandatory services.

   Each Participating Entity may select the Authorized Dealer(s) they choose to do business with during the Participating Addendum process. A Participating Entity may require the Authorized Dealer(s) to submit additional information regarding its firm as part of the selection process during the execution of a Participating Addendum. This information could include, but is not limited to; business references, number of years in business, technical capabilities, information on past projects, and the experience of both its sales and installation personnel.

   The awarded Offeror will be the sole point of responsibility. The Lead State Contract Administrator and Participating Entities will look solely to the awarded Offeror for the performance of all contractual obligations, and the awarded Offeror shall not be relieved for the non-performance of any Authorized Dealers and/or all subcontractors. Master Agreement requirements such as websites, reporting, etc. are the responsibility of the awarded Offeror. The awarded Offeror must provide education and guidance on use of the Master Agreement and Participating Addendums.

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The process for adding or removing an Authorized Dealer at the Participating Entity level will be negotiated and described in the Participating Addendum. Each Participating Entity shall determine, negotiate with the awarded Offeror, and describe the process in the Participating Addendum. The awarded Offeror shall follow the process described in the Participating Addendum for each Participating Entity when adding or removing an Authorized Dealer.

4. Participating Addendum Process

Each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum. Office furniture accessories may be included in the offering by the Offeror, but Participating Entities may elect to procure these items from other sources to meet their individual needs or preferences.

Each Participating Entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process. Any additional incremental discounts available to a Participating Entity, if offered, may be provided at the discretion and at the sole legal obligation of the awarded Offeror or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

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Attachment C – Pricing Information

A. Product Lines and Discount Percentages

Office Seating	Price Tier 1 Percentage Discount Less than or Equal to $50,000	Price Tier 2 Percentage Discount Over $50,001 to $150,000	Price Tier 3 Percentage Discount Over $150,001	Price List link
Altus Task	44%	45%	45%	https://ki.widen.net/content/rwaz5u9hfx/pdf/Altus-Seating-Price-List.pdf?u=vzbxfu
Diem Task	44%	45%	45%	https://ki.widen.net/content/evg1e9mvak/pdf/Diem-Task-Seating-Price-List.pdf?u=vzbxfu
FourC Task	44%	45%	45%	https://ki.widen.net/content/6nslkvkhxe/pdf/FourC-Seating-Price-List.pdf?u=vzbxfu
Impress Task	44%	45%	45%	https://ki.widen.net/content/jlqjff621j/pdf/Impress-Seating-Price-List.pdf?u=vzbxfu
Impress Ultra Task	44%	45%	45%	https://ki.widen.net/content/izflepnxyn/pdf/Impress-Ultra-Seating-Price-List.pdf?u=vzbxfu
Oath Task	44%	45%	45%	https://ki.widen.net/content/iwelobnt8r/pdf/Oath-Seating-Price-List.pdf?u=vzbxfu
Pilot Task	44%	45%	45%	https://ki.widen.net/content/msslxnkgfu/pdf/Pilot-Seating-Price-List.pdf?u=vzbxfu
Sift Task	44%	45%	45%	https://ki.widen.net/content/cmxhth0ibw/pdf/Sift-Seating-Price-List.pdf?u=vzbxfu
Apply Seating Collection	44%	45%	45%	https://ki.widen.net/content/kjhjep0pcc/pdf/Apply-Seating-Price-List.pdf?u=vzbxfu
Doni Seating Collection	44%	45%	45%	https://ki.widen.net/content/eojta9w3do/pdf/Doni-Seating-Collection-Price-List.pdf?u=vzbxfu
Grazie Seating Collection	44%	45%	45%	https://ki.widen.net/content/ss8n2lzwjc/pdf/Grazie-Seating-Price-List.pdf?u=vzbxfu

LimeLite Seating Collection	44%	45%	45%	https://ki.widen.net/content/lq71vez1cg/pdf/LimeLite-Seating-Price-List.pdf?u=vzbxfu
Intellect Wave Task Chair	44%	45%	45%	https://ki.widen.net/content/dmbl2z9wgo/pdf/Intellect-Wave-Classroom-Furniture-Price-List.pdf?u=vzbxfu
Ruckus Task Chair	44%	45%	45%	https://ki.widen.net/content/5jeqoescpg/pdf/Ruckus-Collection-Price-List.pdf?u=vzbxfu
Strive Seating Collection	44%	45%	45%	https://ki.widen.net/content/dll3oqwos7/pdf/Strive-Seating-Price-List.pdf?u=vzbxfu
Torsion Air Seating Collection	44%	45%	45%	https://ki.widen.net/content/3sgj9dzfhf/pdf/Torsion-Air-Price-List.pdf?u=vzbxfu
Affina Guest Chair	44%	45%	45%	https://ki.widen.net/content/yzhoyn8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu
Soltice Guest Chair	44%	45%	45%	https://ki.widen.net/content/jcarhofi5p/pdf/Soltice-Collection-Price-List.pdf?u=vzbxfu
Katera Guest Chair	44%	45%	45%	https://ki.widen.net/content/1oinmk2ccj/pdf/Katera-Seating-Price-List.pdf?u=vzbxfu
Soltice Metal Guest Chair	44%	45%	45%	https://ki.widen.net/content/huq5nzndqu/pdf/Soltice-Metal-Collection-Price-List.pdf?u=vzbxfu
Zoetry Guest Chair	44%	45%	45%	https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu
Opt4 Stack Seating & Stools	44%	45%	45%	https://ki.widen.net/content/utokz5jtip/pdf/Opt4-Seating-Price-List.pdf?u=vzbxfu
Torsion on the Go	44%	45%	45%	https://ki.widen.net/content/iaot3gqcne/pdf/Torsion-on-the-Go-Seating-Price-List.pdf?u=vzbxfu
400 Folding Chair	44%	45%	45%	https://ki.widen.net/content/pfnrkzay0i/pdf/Folding-Chairs--Stools-Price-List.pdf?u=vzbxfu
600 Folding Chair	44%	45%	45%	https://ki.widen.net/content/pfnrkzay0i/pdf/Folding-Chairs--Stools-Price-List.pdf?u=vzbxfu
Meastro Stack Seating	44%	45%	45%	https://ki.widen.net/content/ushrpd3wfy/pdf/Maestro-Seating-Price-List.pdf?u=vzbxfu
Matrix Stack Seating	44%	45%	45%	https://ki.widen.net/content/8ukkpmj8dj/pdf/Matrix-Seating-Price-List.pdf?u=vzbxfu
600 Industrial Stool	44%	45%	45%	https://ki.widen.net/content/pfnrkzay0i/pdf/Folding-Chairs--Stools-Price-List.pdf?u=vzbxfu

800 Industrial Stool	44%	45%	45%	https://ki.widen.net/content/pfnrkzay0i/pdf/Folding-Chairs--Stools-Price-List.pdf?u=vzbxfu
Medical and Lab Stool	44%	45%	45%	https://ki.widen.net/content/agcwdxf0o2/pdf/Medical-and-Laboratory-Stools-Price-List.pdf?u=vzbxfu
Ricochet Stools	44%	45%	45%	https://ki.widen.net/content/bhepd3yvea/pdf/Ricochet-Stools-Price-List.pdf?u=vzbxfu
Lounge & Public Seating				
Affina Lounge Seating				https://ki.widen.net/content/yzhoyn8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu
Jessa Lounge Seating	44%	45%	45%	https://ki.widen.net/content/vivpqoo5ib/pdf/Jessa-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Jubilee Lounge Seating	44%	45%	45%	https://ki.widen.net/content/vvr7u2jh8x/pdf/Jubilee-Lounge-Seating-Price-List.pdf?u=vzbxfu
Lyra Lounge Collection	44%	45%	45%	https://ki.widen.net/content/5bj3c6tgof/pdf/Lyra-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Sela Lounge Collection	44%	45%	45%	https://ki.widen.net/content/qtdqwf6gqd/pdf/Sela-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Soltice Lounge Collection	44%	45%	45%	https://ki.widen.net/content/jcarhofi5p/pdf/Soltice-Collection-Price-List.pdf?u=vzbxfu
Zoetry Collection	44%	45%	45%	https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu
MyPlace Lounge Collection	44%	45%	45%	https://ki.widen.net/content/voghpjubwn/pdf/MyPlace-Lounge-Collection-Price-List.pdf?u=vzbxfu
MyWay Lounge Collection	44%	45%	45%	https://ki.widen.net/content/nkzhjl2i9r/pdf/MyWay-Lounge-Collection-Price-List.pdf?u=vzbxfu
Affina Lounge Collection	44%	45%	45%	https://ki.widen.net/content/yzhoyn8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu
Hub Modular Seating Collection	44%	45%	45%	https://ki.widen.net/content/ydeb6kghnu/pdf/Hub-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Calida Lounge Furniture	44%	45%	45%	https://ki.widen.net/content/fneasyywc1/pdf/Calida-Lounge-Furniture-Price-List.pdf?u=vzbxfu

Gladly Lounge Chair	44%	45%	45%	https://ki.widen.net/content/cgv4z2atmh/pdf/Gladly-Lounge-Chair-Price-List.pdf?u=vzbxfu
Sway Lounge Seating	44%	45%	45%	https://ki.widen.net/content/xafl7uklwa/pdf/Sway-Lounge-Collection-Price-List.pdf?u=vzbxfu
Hub Modular Seating	44%	45%	45%	https://ki.widen.net/content/ydeb6kghnu/pdf/Hub-Lounge-Furniture-Price-List.pdf?u=vzbxfu
MyPlace Lounge Furniture	44%	45%	45%	https://ki.widen.net/content/voghpjubwn/pdf/MyPlace-Lounge-Collection-Price-List.pdf?u=vzbxfu
MyWay Lounge Seating	44%	45%	45%	https://ki.widen.net/content/nkzhjl2i9r/pdf/MyWay-Lounge-Collection-Price-List.pdf?u=vzbxfu
Tattoo Slim Seating	44%	45%	45%	https://ki.widen.net/content/o4yladfh9m/pdf/Tattoo-Collection-Price-List.pdf?u=vzbxfu
Kurv Benches	44%	45%	45%	https://ki.widen.net/content/fr8iwyjoov/pdf/Kurv-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Promenade Seating	44%	45%	45%	https://ki.widen.net/content/gpwzr2h0jh/pdf/Promenade-Seating-System-Price-List.pdf?u=vzbxfu
Desks and Tables				
DataLink Tables	44%	45%	45%	https://ki.widen.net/content/5stpyglm1c/pdf/DataLink-Table-Systems-Price-List.pdf?u=vzbxfu
InTandem Tables	44%	45%	45%	https://ki.widen.net/content/2jq9sjgr6q/pdf/InTandem-Table-System-Price-List.pdf?u=vzbxfu
Aristotle CaseGoods	44%	45%	45%	https://ki.widen.net/content/5ajvsu60vm/pdf/Aristotle-Casegoods-Price-List.pdf?u=vzbxfu
Likha Casegoods	44%	45%	45%	https://ki.widen.net/content/neqz9i712s/pdf/Likha-Casegoods-Price-List.pdf?u=vzbxfu
700 Desking	44%	45%	45%	https://ki.widen.net/content/dkhsakwgh7/pdf/700-Series-Desking-System-Price-List.pdf?u=vzbxfu
Genesis Height Adjustable Desking	44%	45%	45%	https://ki.widen.net/content/2kphdiqo4h/pdf/Genesis-Desking-Price-List.pdf?u=vzbxfu
True Desking	44%	45%	45%	https://ki.widen.net/content/uuylanwnne/pdf/True-Desking-System-Price-List.pdf?u=vzbxfu
WorkZone Desking	44%	45%	45%	https://ki.widen.net/content/c4yvgksb0g/pdf/WorkZone-Desking-Price-List.pdf?u=vzbxfu

Toggle Height Adjustable Tables	44%	45%	45%	https://ki.widen.net/content/uuylanwnne/pdf/True-Desking-System-Price-List.pdf?u=vzbxfu
WorkUp Height adjustable Tables	44%	45%	45%	https://ki.widen.net/content/xvowpovunq/pdf/WorkUp-Height-Adjustable-Tables-Price-List.pdf?u=vzbxfu
BackBone Media Platform	44%	45%	45%	https://ki.widen.net/content/6egj7mufr8/pdf/Backbone-Media-Platform-Price-List.pdf?u=vzbxfu
Athens Tables	44%	45%	45%	https://ki.widen.net/content/nlrubijpbn/pdf/Athens-Tables-Price-List.pdf?u=vzbxfu
Barron Tables	44%	45%	45%	https://ki.widen.net/content/hxnbozvjfi/pdf/Barron-Tables-Price-List.pdf?u=vzbxfu
Portico Tables	44%	45%	45%	https://ki.widen.net/content/egtzndgl3e/pdf/Trek-Tables-Price-List.pdf?u=vzbxfu
Trek tables	44%	45%	45%	https://ki.widen.net/content/egtzndgl3e/pdf/Trek-Tables-Price-List.pdf?u=vzbxfu
Pillar Tables	44%	45%	45%	https://ki.widen.net/content/i5xgpke8nh/pdf/Pillar-Tables-Price-List.pdf?u=vzbxfu
Pirouette tables	44%	45%	45%	https://ki.widen.net/content/vbludqadu1/pdf/Pirouette-Tables-Price-List.pdf?u=vzbxfu
Serenade Conference Collection	44%	45%	45%	https://ki.widen.net/content/lkywlxaoct/pdf/Serenade-Tables--Storage-Price-List.pdf?u=vzbxfu
Flex Occasional Table	44%	45%	45%	https://ki.widen.net/content/mnbry3u3n0/pdf/Flex-Occasional-Tables-Price-List.pdf?u=vzbxfu
Soltice Occasional Table	44%	45%	45%	https://ki.widen.net/content/jcarhofi5p/pdf/Soltice-Collection-Price-List.pdf?u=vzbxfu
C-Table Personal Worksurface	44%	45%	45%	https://ki.widen.net/content/dhqrl9a0eh/pdf/C-Table-Personal-Worksurfaces-Price-List.pdf?u=vzbxfu
Connection Zone	44%	45%	45%	https://ki.widen.net/content/szpgzmsjxv/pdf/Connection-Zone-Collection-Price-List.pdf?u=vzbxfu
Tattoo Collection	44%	45%	45%	https://ki.widen.net/content/o4yladfh9m/pdf/Tattoo-Collection-Price-List.pdf?u=vzbxfu
Intellect Activity Tables	44%	45%	45%	https://ki.widen.net/content/87uxygc6i2/pdf/Intellect-Activity-Tables-Price-List.pdf?u=vzbxfu

Calida Occasional Table	44%	45%	45%	https://ki.widen.net/content/fneasyywc1/pdf/Calida-Lounge-Furniture-Price-List.pdf?u=vzbxfu
Sway Occasional Table	44%	45%	45%	https://ki.widen.net/content/xafl7uklwa/pdf/Sway-Lounge-Collection-Price-List.pdf?u=vzbxfu
Affina Occasional Tables	44%	45%	45%	https://ki.widen.net/content/yzhoyn8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu
Lyra Occasional Tables	44%	45%	45%	https://ki.widen.net/content/5bj3c6tgof/pdf/Lyra-Lounge-Furniture-Price-List.pdf?u=vzbxfu
MyWay Occasional Tables	44%	45%	45%	https://ki.widen.net/content/nkzhjl2i9r/pdf/MyWay-Lounge-Collection-Price-List.pdf?u=vzbxfu
Soltice Metal Occasional Tables	44%	45%	45%	https://ki.widen.net/content/huq5nzndqu/pdf/Soltice-Metal-Collection-Price-List.pdf?u=vzbxfu
Zoetry Occasional Tables	44%	45%	45%	https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu
MyPlace Occasional Tables	44%	45%	45%	https://ki.widen.net/content/voghpjubwn/pdf/MyPlace-Lounge-Collection-Price-List.pdf?u=vzbxfu
Smart Lift Table	44%	45%	45%	https://ki.widen.net/content/3opf4pltg5/pdf/Smart-Lift-Price-List.pdf?u=vzbxfu
Panel Systems				
Unite System	44%	45%	45%	https://ki.widen.net/content/tlqorbyutd/pdf/Unite-System-Price-List.pdf?u=vzbxfu
WireWorks System	44%	45%	45%	https://ki.widen.net/content/tdz7id7ylz/pdf/WireWorks-Panel-System-Price-List.pdf?u=vzbxfu
Systems 3000 Panel System	44%	45%	45%	https://ki.widen.net/content/yfww5g4xuy/pdf/System-3000-Panel-System-Price-List.pdf?u=vzbxfu
Tattoo Screens	44%	45%	45%	https://ki.widen.net/content/o4yladfh9m/pdf/Tattoo-Collection-Price-List.pdf?u=vzbxfu
Trellis Modular Power System	44%	45%	45%	https://ki.widen.net/content/rsmrkgq9sz/pdf/Trellis-System-Price-List.pdf?u=vzbxfu

All Terrain Mobile Screens	44%	45%	45%	https://ki.widen.net/content/usf7ov1gcv/pdf/Accessories-Price-List.pdf?u=vzbxfu
Connection Zone Mobile Screens	44%	45%	45%	https://ki.widen.net/content/szpgzmsjxv/pdf/Connection-Zone-Collection-Price-List.pdf?u=vzbxfu
Balance Overheads	44%	45%	45%	https://ki.widen.net/content/tlqorbyutd/pdf/Unite-System-Price-List.pdf?u=vzbxfu
Universal Adjustable Screens	44%	45%	45%	https://ki.widen.net/content/qo8jdajhcg/pdf/Universal-Screens-Price-List.pdf?u=vzbxfu
U-Series Overheads	44%	45%	45%	https://ki.widen.net/content/fs5wy7izab/pdf/U-Series-Storage-Price-List.pdf?u=vzbxfu
Storage				
700 Series Files & Storage	44%	45%	45%	https://ki.widen.net/content/o9jlkgxoqm/pdf/700-Series-Files--Storage-Price-List.pdf?u=vzbxfu
U-Series Files & Storage	44%	45%	45%	https://ki.widen.net/content/fs5wy7izab/pdf/U-Series-Storage-Price-List.pdf?u=vzbxfu
All Terrain Files & Storage	44%	45%	45%	https://ki.widen.net/content/jsllvb8wpr/pdf/All-Terrain-Files--Storage-Price-List.pdf?u=vzbxfu
Connection Zone Storage	44%	45%	45%	https://ki.widen.net/content/szpgzmsjxv/pdf/Connection-Zone-Collection-Price-List.pdf?u=vzbxfu
Aristotle Casegoods	44%	45%	45%	https://ki.widen.net/content/5ajvsu60vm/pdf/Aristotle-Casegoods-Price-List.pdf?u=vzbxfu
Tattoo Collection	44%	45%	45%	https://ki.widen.net/content/o4yladfh9m/pdf/Tattoo-Collection-Price-List.pdf?u=vzbxfu
Bobbr Undermount Storage	44%	45%	45%	https://ki.widen.net/content/eyz0ijoytq/pdf/Bobbr-Undermount-Storage-Price-List.pdf?u=vzbxfu
Ruckus Collection	44%	45%	45%	https://ki.widen.net/content/5jeqoescpg/pdf/Ruckus-Collection-Price-List.pdf?u=vzbxfu
Crossroads	44%	45%	45%	https://ki.widen.net/content/sorm7goyyt/pdf/CrossRoads-Library-Furniture-Price-List.pdf?u=vzbxfu
Serenade Credenza	44%	45%	45%	https://ki.widen.net/content/lkywlxaoct/pdf/Serenade-Tables--Storage-Price-List.pdf?u=vzbxfu

Architectural Products				
Genius Architectural Wall	44%	50%	50%	* Price List are not available for Architectural products - Built according to your specific specifications. Quoted on a case-by-case basis.
Evoke Architectural Wall	44%	50%	50%	** Architectural products are not quoted with installation and transportation charges.
Lightline Architectural Wall	44%	50%	50%	*** Installation and Transportation charges are quoted per project.
WiggleRoom	44%	45%	45%	https://ki.widen.net/content/1ssc0tq1ov/pdf/WiggleRoom-Price-List.pdf?u=vzbxfu

B. Additional Discounting: Additional discounting is negotiable on orders that exceed $150,000.00.