## STATE OF ALASKA

**BILATERAL AMENDMENT TO PARTICIPATING ADDENDUM**

Goods and Non-Professional Services

| |
|---|
| 1. Participating Addendum Number<br>N-2023-FURN-0006 |
| 2. Portfolio Tittle<br>Office Furniture and Related Services |
| 3. Master Agreement Number<br>3964 |
| 4. Lead State<br>Utah |
| 5. Cooperative purchasing Program<br>NASPO ValuePoint |
| 6. Amendment No.<br>One (1) |

This agreement is between the State of Alaska,

7. Department of
Administration, Office of Procurement and Property Management hereafter the State, and

8. Contractor
Exemplis, LLC. hereafter the Contractor

| Mailing Address | Street or P.O. Box | City | State | ZIP Code |
|---|---|---|---|---|
| 6415 Katella Avenue | | Cypress | CA | 90630 |

9. This Amendment serves to remove the following language from section 5:

~~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.~~

a) The following language is hereby added to Section 5, and replaces the removed language listed above:

**Shipping Terms: The Purchasing Entity pays actual freight costs from the closest west coast shipping port for Alaska, to the final destination port in Alaska. The Contractor must include a freight cost invoice from the carrier for this cost to be submitted. This cost must be listed on the Contractor's invoice as a separate line item. The Contractor owns goods in transit to the final destination and is responsible for filing claims (if any).**

b) Participating Addendum N-2023-FURN-0006, attached.

c) Effective as of the date of the last signature below.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**

| 10. **CONTRACTOR** | 11. **CONTRACTING AGENCY** |
|---|---|
| Name of Firm<br>Exemplis, LLC. | Department/Division<br>Administration / Office of Procurement and Property Management |
| Signature of Authorized Representative<br>Patrick Sommerfield | Signature of Procurement Officer |
| Typed or Printed Name of Authorized Representative<br>Patrick Sommerfield, Vice President of Accounting | Typed or Printed Name of Procurement Officer<br>Ian Martin |
| Date<br>October 30, 2026 | Date<br>10-30-2026 |

NASPO ValuePoint

# PARTICIPATING ADDENDUM

## OFFICE FURNITURE (2023-2028)

**Led by the State of Utah**

| | |
|---|---|
| Master Agreement #: | **MA3964** |
| Participating Agreement #: | **N-2023-FURN-0006** |
| Contractor: | **EXEMPLIS, LLC** |
| Participating Entity: | **STATE OF ALASKA** |

## Master Agreement Terms and Conditions:

1. Scope: This addendum covers the ***Office Furniture and Related Services (2023-2028)*** led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

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

   - Category 1: Office Seating and Accessories;
   - Category 2: Lounge and Public Seating

2. Participation:

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

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

Contractor

| | |
|---|---|
| Name: | Derek Cairo |
| Address: | 6415 Katella Ave., Cypress, CA 90630 |
| Telephone: | 714-763-1858 |
| Email: | dcairo@exemplis.com |

Participating Entity

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

4. **PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

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

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

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

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

b) Administrative fee checks shall be submitted to:

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

c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

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

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

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

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

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. 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.

6. Lease Agreements: ***"Reserved"***

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alaska as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

Current Labor Rates: Exemplis (SitOnIt Seating)

| Dealer | Capital Office | | |
|---|---|---|---|
| Location | Northern Region | Central Region | Southeast Region |
| Contact | Thomas Harris | Tanya D. Kandzer | Ted Quinn |
| Phone | 907-456-3946 | 907-777-1522 | 907-586-1700 |
| Email | tharris@capital-office.com | TKandzer@capital-office.com | tquinn@capital-office.com |
| Labor Rates | Design Services - $80.00/Hr. | Design Services - $80.00/Hr. | Design Services - $80.00/Hr. |
| | Project Manager - $80.00/Hr. | Project Manager - $80.00/Hr. | Project Manager - $80.00/Hr. |
| | Install Lead - $75.00/Hr. | Install Lead - $75.00/Hr. | Install Lead - $75.00/Hr. |
| | Laborer - $65.00/Hr. | Laborer - $65.00/Hr. | Laborer - $65.00/Hr. |

| Dealer | Arctic Office Products |
|---|---|
| Location | Central, Northern & Southeast Regions |
| Contact | Rudy Borchardt |
| Phone | 907-792-1106 |
| Email | rcborchardt@arcticoffice.com |
| Labor Rates | Design Services - $85.00/Hr. |
| | Project Manager - $80.00/Hr. |
| | Installation Lead - $80.00/Hr. |
| | Laborer - $75.00/ Hr. |

| | |
|---|---|
| Dealer | Think Office, LLC |
| Location | Central & Northern Regions |
| Contact | Rod Young |
| Phone | 907-338-4465 |
| Email | rod@thinkofficellc.com |
| Labor Rates | Design Services - $75.00/Hr. |
| | Project Manager - $75.00/Hr. |
| | Installation Lead - $75.00/Hr. |
| | Laborer - $75.00/Hr. |

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

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

| Participating Entity: Ian Martin | Contractor:<br>Exemplis LLC |
|---|---|
| Signature: | Signature: |
| Name: Ian Martin | Name:<br>Patrick Sommerfield |
| Title: Contracting Officer II | Title:<br>Vice President of Finance |
| Date: 6/20/2023 | Date:<br>June 20, 2023 |

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

***[Please email fully executed PDF copy of this document to***

***PA@naspovaluepoint.org***

***to support documentation of participation and posting in appropriate data bases.]***