

# State of Idaho Contract Number PADD20231522 Amendment No. 2

Parties

Agency	Contractor		
Department of Administration	Allsteel, LLC		
650 W. State St.	13358 Collections Center Drive		
Boise, ID 83702	Chicago, IL 60693		

Contract Summary				
Contract Name: Office Furniture	Current Contract Value: \$500,000.00			
<b>Contract Description:</b> Office Furniture for the State of	Contract Usage Type: Open			
Idaho Public Agencies				
Original Effective Date: 1/29/2023				
Current Expiration Date: 1/21/2028				

### Agency Contacts

Contact Name	Contact Type	Contact Email	
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov	

#### **Contractor Contacts**

Contact Name	Contact Phone	Contact Email
Dena Bates	563-299-2949	allsteelgovcontracts@allsteeloffice.com

#### Recitals

- 1. The Parties entered into a Contract (PADD20231522) for Office Furniture for the State of Idaho Public Agencies, effective January 29, 2023.
- 2. The Contract was amended on March 24, 2023, via Amendment No. 1, updating the Scope and Discount sections of the Contract.
- 3. With this Amendment No. 2, the Parties desire to update the Scope and Discount sections of the Contract to include all products and services, and obtain Contractor certification of Idaho Code 67-2359, as further detailed below.

#### Agreement

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. Section 1, Scope, is updated and replaced in full with the following:

This PA includes the entire scope of the products and services available through the Master Agreement referenced above.

2. Section 10, Discounts, is updated and replaced in full with the following:

		Participating Addendum Pricing		
		Price Tier 1 Minimum Price Tier 2 Minimum Price Tier 3 Minimu		
Brand	Product Line(s) Offered	Percentage Discount	Percentage Discount	Percentage Discount
		Less than or equal to \$50k	Over \$50k to \$150k	Over \$150k
Allsteel	Nimble	65.6%	65.6%	65.6%
Allsteel	Relate, Seek, Inspire, Access, Mimeo, Lyric, Quip, Evo, Svelte, Pli, O6	60.8%	60.8%	60.8%
Allsteel	Acuity	61.3%	61.3%	61.3%
Allsteel	Gather, Parallel, Clarity, CoHo, Jetty-Mod, Park, Recharge, Retreat, Townhall Collection, Vicinity (Rock, Wedge, Peak, Summit, Picnic, Cloud), Two Thirds, Vicinity, Belong, Rise	54.5%	54.5%	54.5%
Allsteel	Cadence, Involve, Approach	73.3%	73.3%	73.3%
Allsteel	Stride Desking	74.0%	74.0%	74.0%
Allsteel	Ergo Accessories, LED Lights, Hands-Free Pulls, Hand Sanitizer Solutions	58.3%	58.3%	58.3%
Allsteel	Aware, Structure, Admix Tables	63.1%	63.1%	63.1%
Allsteel	Gather, Park, Recharge, Townhall Collection (Peak, Picnic)	54.5%	54.5%	54.5%
Allsteel	Further Adaptive Supports	70.6%	70.6%	70.6%
Allsteel	Altitude Height Adjustable	73.3%	73.3%	73.3%
Allsteel	Concensys, Optimize, Terrace, Daybook, Universal Screens	73.3%	73.3%	73.3%
Allsteel	Terrace, Further, Metal/Acrylic Screens	73.3%	73.3%	73.3%
Allsteel	Stride, Gallery Panels, FIT	74.0%	74.0%	74.0%
Allsteel	Essentials Pedestals, Further Pedestals	73.3%	73.3%	73.3%
Allsteel	Essentials Storage Towers, Overfiles, Bookcases	65.1%	65.1%	65.1%
Allsteel	Essentials Laterals	69.6%	69.6%	69.6%
Allsteel	Align Metal Storage, Radii	73.2%	73.2%	73.2%
Allsteel	Ergo Accessories, LED Lights	58.3%	58.3%	58.3%
Allsteel	Involve	73.3%	73.3%	73.3%
Allsteel	Aspect & Beyond Architectural Products	55.7%	57.0%	58.9%
Gunlocke	Gunlocke Desking	56.5%	58.0%	59.5%
Gunlocke	Gunlocke Tables	56.5%	58.0%	59.5%
Gunlocke	Gunlocke Storage	56.5%	58.0%	59.5%
Gunlocke	Gunlocke Seating	56.5%	58.0%	59.5%
HBF	HBF Seating	45.3%	46.3%	47.8%
HBF	Conference Tables, Occasional Tables	45.3%	46.3%	47.8%

- 3. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
- 4. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
- 5. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

**Department of Administration** 

Name: Chase Croft

Signature:

Title: Contract Administrator

Date: 4/30/2024

Allsteel, LLC

Signature:	AS
Name:	Eric Schroeder
Title:	Vice President of Finance
Date:	April 30, 2024

#### Amendment No. 1 to Participating Addendum for Office Furniture (2023-2028) PADD20231522

Parties: State of Idaho

("Participating Entity")

and

Allsteel, Inc.

("Contractor")

#### **Recitals:**

- A. The Parties entered into a Participating Addendum (PADD20231522) for the purchase of office furniture and related services, effective January 26, 2023.
- B. This Participating Addendum is pursuant to Master Agreement No. MA3963 awarded by the lead State of Utah through NASPO ValuePoint.
- C. With this Amendment No. 1, the Parties desire to add Categories 1 & 2 furniture from the Master Agreement and update pricing, as detailed below.

#### Agreement:

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Participating Addendum is amended as follows:

1. Section 1, Scope, is updated and replaced with the following:

This PA includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:

• Category 6, Architectural Products and Accessories

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Section 10, Discounts, is updated and replaced with the following:

NASPO	NASPO ValuePoint - State of Idaho PADD20231522 Discount Matrix Allsteel®			
Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Percentage Discount	Price Tier 3 Minimum Percentage Discount Over \$150k
Allsteel	Nimble	65.6%	65.6%	65.6%
Allsteel	Relate, Seek, Inspire, Access, Mimeo, Lyric, Quip, Evo, Svelte	60.8%	60.8%	60.8%
Allsteel	Acuity	61.3%	61.3%	61.3%
Allsteel	Gather, Parallel, Clarity, CoHo, Jetty-Mod, Park, Recharge, Retreat, Townhall Collection, Vicinity (Rock, Wedge, Peak, Summit, Picnic, Cloud), Two Thirds, Vicinity	54.5%	54.5%	54.5%
Allsteel	Cadence, Involve, Approach	73.3%	73.3%	73.3%
Allsteel	Stride Desking	74.0%	74.0%	74.0%
Allsteel	Ergo Accessories, LED Lights, Hands-Free Pulls, Hand Sanitizer	58.3%	58.3%	58.3%
Allsteel	Aware, Structure	63.1%	63.1%	63.1%
Allsteel	Gather, Park, Recharge, Townhall Collection (Peak, Picnic)	54.5%	54.5%	54.5%
Allsteel	Altitude Height Adjustable	73.3%	73.3%	73.3%
Allsteel	Concensys, Optimize, Terrace	73.3%	73.3%	73.3%
Allsteel	Terrace, Further, Metal/Acrylic Screens	73.3%	73.3%	73.3%
Allsteel	Stride, Gallery Panels	74.0%	74.0%	74.0%
Allsteel	Essentials Pedestals, Further Pedestals	73.3%	73.3%	73.3%
Allsteel	Essentials Storage Towers, Overfiles, Bookcases	65.1%	65.1%	65.1%
Allsteel	Essentials Laterals	69.6%	69.6%	69.6%
Allsteel	Align Metal Storage, Radii	73.2%	73.2%	73.2%
Allsteel	Ergo Accessories, LED Lights	58.3%	58.3%	58.3%
Allsteel	Involve	73.3%	73.3%	73.3%
Gunlocke	Gunlocke Desking	56.5%	58.0%	59.5%
Gunlocke	Gunlocke Tables	56.5%	58.0%	59.5%
Gunlocke	Gunlocke Storage	56.5%	58.0%	59.5%
Gunlocke	Gunlocke Seating	56.5%	58.0%	59.5%
HBF	HBF Seating	45.3%	46.3%	47.8%
HBF	Conference Tables, Occasional Tables	45.3%	46.3%	47.8%

- 3. Except as expressly modified in this Amendment, all other terms and conditions of the Participating Addendum remain in full force and effect.
- 4. This Amendment is effective upon the date of this last signature. In no event will this Amendment be effective until executed by the Participating Entity.

Participating Entity

Chase Croft, Contract Administrator

Date: 3/24/23

Contractor

Eric Schroeder, Vice President, Finance

Date: 3/23/2023



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Master Agreement #:	MA3963
Participating Addendum #:	PADD20231522
Contractor:	ALLSTEEL, INC.
Participating Entity:	STATE OF IDAHO

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity (collectively, the "Parties").

- 1. <u>Scope</u>: This PA includes the entire scope of the products and services available through the Master Agreement referenced above, **except the following**:
  - Category 1, Office Seating and Accessories
  - Category 2, Lounge and Public Seating and Accessories
  - Category 6, Architectural Products and Accessories

Any scope exclusions specified herein apply only to this PA and shall not amend or affect other participating addendums or the Master Agreement itself.

- 2. <u>Participation</u>: This PA covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Office Furniture (2023-2028). This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the Division of Purchasing Administrator.
- 3. <u>Term</u>: This PA shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the PA is terminated sooner in accordance with the terms set forth herein.



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4. <u>Primary Contacts</u>: The following (or their named successors) are the primary contact individuals for this PA:

#### CONTRACTOR:

Name:	Dena Bates
Address:	Allsteel, LLC 2210 Second Ave. Muscatine, IA 52761
Telephone:	563-299-2949
Email:	allsteelgovcontracts@allsteeloffice.com

### PARTICIPATING ENTITY:

Name:	Chase Croft
Address:	650 W State Street
Telephone:	208-332-1608
Email:	Chase.Croft@adm.idaho.gov; ContractAdmin@adm.idaho.gov

5. <u>Participating Entity Modifications and Additions to the Master Agreement</u>: This PA 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**:

<u>5.1 Governing Law</u>: Notwithstanding any provision to the contrary, the State of Idaho's PA and all orders issued under the PA by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).

<u>5.2 Amendments</u>: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Should the Participating Entity elect not to incorporate an amendment, the Parties will negotiate a resolution. If a resolution cannot be mutually agreed upon, either Party may cancel this PA upon thirty (30) days written notice to the other Party. Failure of the Participating Entity to provide notice within ten (10) business days of its election to not incorporate any Master Agreement amendment will result in such amendment automatically being incorporated in this PA.



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<u>5.3 Taxes</u>: The State is generally exempt from payment of state sales and use taxes and from personal property tax for property purchased for its use. The State is generally exempt from payment of federal excise tax under a permanent authority from the District Director of the Internal Revenue Service (Chapter 32 Internal Revenue Code [No. 82-73-0019K]). Exemption certificates will be furnished as required upon written request by the Contractor. If the Contractor is required to pay any taxes incurred as a result of doing business with the State, it shall be solely responsible for the payment of those taxes. If, after the effective date of the Contract, an Idaho political subdivision assesses, or attempts to assess, personal property taxes not applicable or in existence at the time the Contract becomes effective, the State will be responsible for such personal property taxes, after reasonable time to appeal. In no event shall the State be responsible for personal property taxes affecting items subject to the Contract at the time it becomes effective.

<u>5.4 Certification Concerning Boycott of Israel</u>: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. The Contractor certifies as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

<u>5.5 Disclosure of Abortion Related Matters</u>: The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

<u>5.6 Idaho Administrative Fee and Quarterly Usage Report</u>: This PA is subject to an Administrative Fee of one and one-quarter percent (1.25%), based on orders placed against the PA, as follows:

The prices to be paid by the Purchasing Entity must be inclusive of a one and one-quarter percent (1.25%) Administrative Fee. On a quarterly basis, Contractor must remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one-quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly PA sales.

Contractor must furnish detailed usage reports as designated by the Participating Entity. The Contractor must also submit a summary quarterly report of purchases made from the PA to



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<u>purchasing@adm.idaho.gov</u>, utilizing the Summary Usage Report Form available for download at <u>https://purchasing.idaho.gov/information-for-vendors/</u>.

For example: if the total of Contractor's net sales to the Purchasing Entity for one quarter = \$10,000, Contractor would remit  $$10,000 \times 0.0125 = $125$  to the Division of Purchasing for what that quarter, along with the required quarterly usage report.

Reporting Timeli	ne (Fiscal Year Quarters):	Fee and Report Due:
1st Quarter:	July 1 – September 30	October 31st
2nd Quarter:	October 1 – December 31	January 31st
3rd Quarter:	January 1 – March 31	April 30th
4th Quarter:	April 1 – June 30	July 31st

Refund of Administrative Fee: In the event that this PA is cancelled by the Participating Entity through no fault of the Contractor, or if item(s) are returned by the Purchasing Entity through no fault, act, or omission of the Contractor after the sale of any such item(s) to the Purchasing Entity, the Participating Entity will refund the Contractor any Administrative Fees remitted. Administrative Fees will not be refunded or returned when an item is rejected or returned, or declined, or the PA cancelled by the State due to the Contractor's failure to perform or comply with specifications or requirements of this PA or Master Agreement. If, for any other reason, the Contractor is obligated to refund to the Participating Entity all or a portion of the Participating Entity's payment to the Contractor, or the Participating Entity withholds payment because of the assessment of liquidated damages, the Administrative Fee will not be refunded in whole or in part.

Failure to Remit Administrative Fee: If a Contractor fails to remit the Administrative Fee as provided above, the Participating Entity, at its discretion, and after providing the Contractor with written notice and opportunity to cure in accordance with Section 14.8 of the Master Agreement, may declare the Contractor in default; cancel the Contract; assess and recover re-procurement costs from the Contractor (in addition to all outstanding Administrative Fees); seek State or federal audits, monitoring or inspections; and/or exclude Contractor from participating in future participating addenda.

<u>5.7 Assignment</u>: Contractor shall not assign this PA, or its rights, obligations, or any other interest arising from this PA, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing. Transfer without such approval shall cause the annulment of the PA, at the option of the State. All rights of action, however, for any breach of the PA are reserved to the State. (I.C. § 67-9230).

Notwithstanding the foregoing, to the extent required by applicable law (including I.C. § 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no obligation to make payment to an assignee until thirty (30) days after Contractor (not the assignee) has provided the responsible procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The state may treat violation of the clause as an event of default.



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<u>5.8 Public Records and Trade Secret</u>: A) Pursuant to Idaho Code Section 74-101, et seq., information or documents received by the State will be open to public inspection and copying unless the material is exempt from disclosure under applicable law. The person or entity submitting the material must clearly designate specific information within the document as "exempt," if claiming an exemption; and indicate the basis for such exemption (e.g. Trade Secret). The State will not accept the marking of an entire document as exempt; or a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure.

B) Contractor shall indemnify and defend the State against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring such a designation or for the Contractor's failure to designate specific information within the document as exempt. The Contractor's failure to designate as exempt any document or portion of a document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any such release. If the State receives a request for materials claimed exempt by the Contractor, the Contractor shall provide the legal defense for such claim.

<u>5.9 Terms and Conditions in the Master Agreement that Do Not Apply to this PA</u>: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:

Waive the sovereign immunity of the state of Idaho.

Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.

Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.

Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,

Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.

Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).

Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.

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.

- 6. Lease Agreements: Not Applicable; Reserved.
- 7. <u>Subcontractors</u>: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific



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### **OFFICE FURNITURE (2023-2028)**

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webpage, may provide sales and service support to users of this PA. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.

- 8. <u>Orders</u>: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this PA shall be deemed to be a sale under, and subject to the pricing 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 the order.
- 9. Design, Installation, and Reconfiguration Services: The Contractor shall provide, through their authorized dealer network, design, installation, layout, and reconfiguration services to each Purchasing Entity. These service charges for all products offered through this PA will be negotiated on a project-by-project basis with the authorized dealer and included as a line item in the quote provided by the authorized dealer. The Contractor may provide, through their authorized dealer network or approved freight carrier(s), liftgate services and other non-standard delivery services which are outside of the Contractor's standard freight costs, such as palletization, storage, special permits, etc.; should the Contractor be able to accommodate the request, these services will be negotiated on a project-by-project basis and approved by the Purchasing Entity with each order. Charges for non-standard delivery services will be included as a line item in the quote provided by the authorized on a project-by-project basis and approved by the Purchasing Entity with each order. Charges for non-standard delivery services will be included as a line item in the quote provided by the authorized dealer.

NASPO ValuePoint - State of Idaho PADD20231522 Discount Matrix AIISteel				
Brand	Product Line(s) Offered	Price Tier 1 Minimum Percentage Discount Less than or equal to \$50k	Price Tier 2 Minimum Percentage Discount Over \$50k to \$150k	Price Tier 3 Minimum Percentage Discount Over \$150k
Allsteel	Cadence, Involve, Approach	73.3%	73.3%	73.3%
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Allsteel	Ergo Accessories, LED Lights, Hands-Free Pulls, Hand Sanitizer Solutions	58.3%	58.3%	58.3%
Allsteel	Aware, Structure	63.1%	63.1%	63.1%
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Gunlocke	Gunlocke Storage	56.5%	58.0%	59.5%
HBF	Conference Tables, Occasional Tables	45.3%	46.3%	47.8%

#### 10. Discounts:



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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

### PARTICIPATING ENTITY

### CONTRACTOR

Signature:	Signature:
alit	HS.
Name:	Name:
Chase Croft	Eric Schroeder
Title:	Title:
Contract Administrator	Vice President, Finance
Date:	Date:
1/26/23	1/26/23

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at <u>info@naspovaluepoint.org</u>.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.