

STATE OF VERMONT PARTICIPATING ADDENDUM # 45246
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Office Furniture and Related Services
Led by the State of Utah
Master Agreement #MA3964

Contractor: Exemplis LLC.

Contractor's NASPO ValuePoint Webpage: <https://www.naspovaluepoint.org/portfolio/office-furniture-and-related-services-2023-2028/exemplis-llc/>

1. **Parties.** This Participating Addendum is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Participating Addendum authorizes the purchase of Office Furniture and Related Services from Contractor pursuant to the Master Agreement identified above, which is hereby incorporated by reference.
 - a. 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.
 - b. 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.
 - c. Further information pertaining to awarded categories and related services can be found in Attachment B to the Master Agreement.
3. **Definitions.** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement between the Lead State and the Contractor.
4. **Purchasing Entities.** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.
5. **Contract Term.** The period of Contractor's performance shall begin on April 1, 2023 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Participating Addendum or the Master Agreement. An amendment to this Participating

Addendum shall not be necessary in the event of the renewal or extension of the Master Agreement.

6. **Available Products and Services.** All products, services and accessories listed on the Contractor's NASPO ValuePoint Webpage may be purchased under this Participating Addendum, except for any restrictions or disallowed products and services set forth directly below in this section:

- a. The State's Department of Buildings and General Services shall require orders of \$50,000.00 or greater be approved by the Division of Property Management prior to an order being placed for State Purchasers. (Additional Purchasers are not subject to this requirement). Orders placed shall not be binding against the State if approval is not received. State Purchasers can request approval from the Division of Property Management by submitting requests to bgs.propertymanagement@vermont.gov. Contractor agrees that it will not accept or fulfill orders placed on behalf of State Purchasers if approval is not received. Contractor's failure to meet this requirement may result in suspension or termination of this Participating Addendum.

Contractor shall 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 Contractor be able to accommodate the request, these services will be negotiated on a project-by-project basis and approved by the Purchasing entity. Charges for non-standard delivery services will be included as a line item in the quote provided by the Authorized Dealer.

7. **No Lease Agreements.** Contractor is prohibited from leasing to State Purchasers under this Participating Addendum. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements with Contractor if the terms of the Master Agreement permit leasing.

8. **Requirements for Ordering.**

- a. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Participating Addendum Number.

- b. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.
 - i. If services are provided as a standalone requirement without the need to place an order for furniture, Contractor must provide a not to exceed quote for optional services prior to commencing work and a Statement of Work (SOW) Agreement, countersigned by both parties shall be required.
- c. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.

9. *Payment Provisions and Invoicing.*

- a. Product offerings and complete details of product pricing, including discounts, applicable to this Participating Addendum are set forth in the Price Schedule maintained on-line at Contractor's NASPO ValuePoint Webpage listed above.
- b. Purchasing Entities may solicit the Contractor or Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).
- c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.
- d. In the discretion of the Purchasing Entity, retainage may be specified in a Purchase Order, in an amount mutually agreeable to the parties.
- e. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
- f. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.
- g. Invoices shall be sent to the address identified on the Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Participating Addendum Number and Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- h. Reimbursement of expenses is not authorized. All rates set forth in a Purchase Order shall be inclusive of any and all Contractor fees and expenses.
- i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

- j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

10. Authorized Dealers.

- a. Consistent with Attachment B, section 2.R, in the Master Agreement, Authorized Dealers are available for this Participating Addendum if and to the extent approved by the State Chief Procurement Officer. Any Authorized Dealer will be listed on the Contractor's NASPO ValuePoint Webpage listed above.
 - b. All State policies, guidelines and requirements shall apply to Authorized Dealers.
 - c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions set forth by this Participating Addendum. Contractor acknowledges that each and all of the promises it makes as "Contractor" in the Master Agreement and in this Participating Addendum will apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.
- 11. Reporting.** Contractor shall submit quarterly reports electronically in the same format as set forth under the Master Agreement, detailing the purchasing of all items under this Participating Addendum. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- 12. Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Participating Addendum shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.
- 13. Integrated Agreement; Amendment.** This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. No

changes, modifications, or amendments in the terms and conditions of this Participating Addendum shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor. .

14. **No effect of Click-Through or Other Additional Terms and Conditions.** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any product or service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the product or service, this Agreement, or the applicable order for the product or service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar document, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.
15. **Termination.** This Participating Addendum may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Participating Addendum, each party will assist the other in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any order executed prior to the effective date of termination or other expiration of this Participating Addendum.
16. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Participating Addendum. The primary contacts for this this Participating Addendum are as follows:

a. **For the Contractor:**

Name: Derek Cairo
Phone: 714.995.4800
Email: dcairo@exemplis.com

b. **For the State:**

Name: State of Vermont, Deb LaRose
Address: 109 State Street, Montpelier, 5th Floor, VT 05633-8000
Phone: 802/ 249-2817
Fax: 802/828-2222
Email: Deborah.Larose@vermont.gov

17. **Additional Terms and Conditions.**

- a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by Purchasing Entities under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.
- b. **Cybersecurity Standard Update 2022-01:** Contractor confirms that all products and services provided to or for the use of a State Purchaser under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2022-01, which

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Contractor: Exemplis, LLC

prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

- c. **State of Vermont - Federal Terms Supplement (Non-Construction).** When specified in an order made by a State Purchaser under this Participating Addendum, the terms and conditions set forth in "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)" shall be incorporated by reference and apply to the products or services provided to the State Purchaser under the order, at any time, when the purchase is supported by federal funds. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.
- d. Contractor is required at all times to comply with all applicable federal and state laws and regulations pertaining to information security and privacy.

By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Exemplis LLC:

Date: 3/27/2023Date: 3/9/2023Signature:  EC8F68F55FBC42C...Signature: Name: Jennifer M.V. FitchName: PATRICK SOMMERSFIELDTitle: BGS CommissionerTitle: VP FINANCE / SECRETARY

Contract # MA3964**STATE OF UTAH COOPERATIVE CONTRACT**

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

<u>Exemplis LLC</u>		
Name		
<u>6415 Katella Avenue</u>		
Address		
<u>Cypress</u>	<u>CA</u>	<u>90630</u>
City	State	Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Derek Cairo Phone #(714)995-4800 Email DCairo@exemplis.com
 Vendor #VC238222 Commodity Code #425, 42506, 42507, 42558, 42560, 42548

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:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - 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

STATE

Contractor's signature

Date

Director, Division of Purchasing

Date

Type or Print Name and Title

VP FINANCE
SECRETARY

Cat Turner

(801)957-7128

-

CaTurner@Utah.gov

Division of Purchasing Contact Person

Telephone Number

Fax Number

Email

(Revised 4/22/20 RS)



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");

- 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

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 Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint

Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The

executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

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 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.

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 following 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. Payments may be made via a purchasing card with no additional charge.

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 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 substantially 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 ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

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 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

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.

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.

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, 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.
- 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 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 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 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** 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 liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** 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:
- 14.8.3.1** Any remedy provided by law;
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 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, 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 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.

Attachment B
Scope of Work

Section 1: Scope of Work

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

Accessories provided by the Contractor must be related to each product category for which Contractor is awarded.

Contractor has been awarded the following categories.

- A. 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.

Contractor 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.

All products offered shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

- B. 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.

Contractor must provide, 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.

All products shall be standard catalog products for which literature and specifications are available including any certified test results if available.

All products must have an identification tag/sticker, which must include the following information: manufacturer's name, model number, and year built excluding accessories.

All products must be designed in a manner that allows assembly and disassembly to occur with minimal disruption, time, noise volume, and space usage.

Section 2: Original Equipment Manufacturer (OEM) Requirements

C. Minimum Dollar Amount, New Products, Product Lines, and Discount Percentage

1. There shall be no minimum dollar amount or product count under the Master Agreement or resulting Participating Addendums.
2. Contractor shall only offer new products. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.
3. Product Lines

During the term of the Master Agreement, the Contractor may submit a request to update the awarded product lines within the awarded categories as products are introduced or removed from the market.

The Lead State Contract Administrator may evaluate requests and update the Master Agreement through a written amendment as appropriate. The request must be made at least ninety (90) calendar days prior to the effective date. The Contractor must update the dedicated website, price lists, and catalog to reflect approved changes. Pricing must utilize the same pricing structure as was used for products falling into the same awarded product category.

If Contractor elects to offer a product line under an awarded category, the Contractor must provide the entire product line within the awarded category.

4. Discount Percentage

Contractor may offer multiple minimum percentage discounts per category and product line if, those different percentages and product types are specified on the corresponding product category detail sheet in Attachment C.

Accessories offered must be included in a specific awarded product line. Accessories from a product line not awarded may not be offered.

The minimum percentage discount offered includes Standard Delivery and Dock Delivery to Purchasing Entity.

Hardware and related components may have their own minimum percentage discount if specified on the corresponding product category detail sheet in Attachment C.

The minimum percentage discount offered does not include Installation Services. Installation Services and Design Services rates are negotiated during the Participating Addendum process.

D. Dedicated Website

1. Contractor certifies that Contractor shall maintain a contract website for each Participating Entity that executes a Participating Addendum. The purpose of the website is to inform Purchasing Entities of the individual programs under any subsequent Participating Addendum. The website, shall at minimum contain:
 - a. Product offerings and options, limited to the products approved by each Participating Entity through their Participating Addendum.
 - b. A list of Authorized Dealers within the Participating Entities that are authorized to service the Participating Addendum.
 - c. Pricing information limited to the products approved by the Participating Entity through their Participating Addendum.
 - d. Contractor must have website implemented within ninety (90) calendar days of execution of a Master Agreement or implementation of a Participating Addendum. Participating Entities will identify any state specific accessibility or other requirements during the Participating Addendum process.

E. Warranty

1. Contractor certifies that Contractor must, at a minimum, warrant the office furniture products and materials offered this 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.
 - a. Products including parts and components that fail under normal use as a result of a defect in design, materials, workmanship, or installation must be repaired or replaced free of charge (including labor, delivery, and installation) throughout the warranty period.
 - b. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to in writing by the Purchasing Entity. This process is to ensure sufficient lead time for ordering warranty parts, components or products during the entire warranty period.

F. Freight and Delivery

1. Contractor certifies that unless otherwise noted on a purchase order, the Contractor or Contractor's Authorized Dealer must comply with the following delivery requirements:

- a. The Contractor or Contractor's Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as inside delivery, and other non-standard requests will be negotiated during the Participating Addendum process by each Participating Entity.
 - b. Standard Delivery – FOB Destination Freight Prepaid and Allowed. Product is brought to the tailgate or end of truck and Purchasing Entity is responsible to unload. No additional freight charges apply.
 - i. Freight costs must be included in the Contract Price for all Participating Entities. All freight costs for shipments to the closest west coast shipping port for Alaska and Hawaii must be included in the Contract Price offered in response to this Master Agreement. Alaska and Hawaii will negotiate freight rates (from the closest west coast shipping port to the locations of the Participating Entity) during the Participating Addendum process.
 - ii. The Contractor is responsible for filing and expediting all freight claims with carriers. The Contractor must pay title and risk of loss or damage charges.
 - iii. Participating Entities reserve the right to examine freight cost and route shipments with their own contracted carrier.
 - iv. F.O.B Destination, freight prepaid
 - Seller – Pays freight charges
 - Seller – Bears freight charges and selects carrier
 - Seller – Owns goods in transit
 - Seller – Files claims (if any)
 - c. Dock Delivery - Products will be delivered and unloaded by a common carrier to a dock. Participating Entities may want to order, for example, seating or accessories and does not need assistance with installation and prefers the product to be delivered directly to Purchasing Entity's facility dock.
 - d. Inside Delivery - Products will be delivered by the Contractor or Contractor's Authorized Dealer to the receiving address as designated on a purchase order. Products will be unloaded and unboxed by the Contractor or Contractor's Authorized Dealer with no installation required by the Contractor or Contractor's Authorized Dealer.
- G. Installation - Products will be delivered, unloaded, uncrated, and installed by the Contractor or the Contractor's Authorized Dealer according to the plan and to a move in ready condition incorporating the requirements below in Section K.
- 1. Delivery of products must be made to any receiving address specified on the purchase order. Multiple delivery locations could be included on one (1) purchase order. Locations may include, but are not limited to, standard office buildings, high-rise office buildings, receiving docks, and staging areas.
 - 2. Contractor or Contractor's Authorized Dealer must offer delivery, unloading, uncrating, and installation of products ordered from any product category for which Contractor is awarded.
 - 3. Contractor or Contractor's Authorized Dealer is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to

the Participating Entity must not be used without written permission from the Purchasing Entity.

4. Participating Entity personnel shall not assist with unloading product. Participating Entities may elect to accept partial deliveries; however, final payment will not be made until all products have been received and accepted unless a partial delivery was made at the request of the Participating Entity.
5. Contractor or Contractor's Authorized Dealer is responsible for storage of product prior to delivery. If delivery is delayed by the Participating Entity, the Participating Entity shall negotiate a new delivery date with the Contractor or Contractor's Authorized Dealer and the purchase order shall be revised. Storage costs associated with the delayed deliveries requested by the Participating Entity shall be negotiated on a project basis.
6. Emergency or rush deliveries required by the Participating Entity that require special shipping and handling charges may be at the Participating Entity's expense, but only with prior written approval from the Participating Entity and a delivery date agreement from the Contractor or Contractor's Authorized Dealer. Emergency or rush shipping charges must be added to an invoice as a separate line item. In the event emergency or rush delivery is required as the result of the Contractor or Contractor's Authorized Dealer's error; all shipping and handling charges must be paid by the Contractor and Contractor's Authorized Dealer including all charges for shipping and handling to Alaska and Hawaii.
7. The acceptance of delivery with or without objection shall not waive the right to claim damage for breach nor constitute a waiver of requirements for timely delivery or performance of any actions that must remain the obligation of the Contractor or Contractor's Authorized Dealer. Unless otherwise stated in the Participating Addendum or project agreement, if delivery of critical components to perform the job function are delayed more than ninety (90) business days beyond the delivery terms as stated in the purchase order, the Contractor or Contractor's Authorized Dealer will be given the opportunity to provide a substitute product that meets the needs to the Participating Entity until the ordered product is delivered. The Participating Entity reserves the right to determine if the substitute product is acceptable and meets its needs. Should substitute product not meet the needs of the Participating Entity or if the Contractor or Contractor's Authorized Dealer does not provide a substitute product then the Participating Entity may cancel the order with no payment for work completed. Participating Entity acknowledges that Contractor or Contractor's Authorized Dealer will not be liable to the extent that any such delays are caused by order changes requested by the Participating Entity, construction/inspection delays at Participating Entity's job site, and/or force majeure events.

H. Damaged and Incorrect Product

1. Damaged or incorrect product must be reported to Contractor or Contractor's Authorized Dealer by the Participating Entity within five (5) calendar days after the damage is noticed.

2. Contractor or Contractor's Authorized Dealer is responsible for pickup and repair or replacement of all damaged goods within a reasonable time frame acceptable to the Participating Entity.
3. Contractor or Contractor's Authorized Dealer shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the Participating Entity.
4. Contractor or Contractor's Authorized Dealer is responsible for filing all claims for damage with carriers or other responsible parties in a timely manner.
5. Contractor or Contractor's Authorized Dealer is required to keep the Participating Entity informed of the replacement process and delivery date for any and all replacement orders.
6. The Participating Entity will not be charged a re-stock fee for any returns due to an Contractor error.
7. In the event that a Participating Entity does not accept product due to damages or shipment error as described above, Participating Entity including Alaska or Hawaii shall not pay additional shipping and handling charges for the shipment of replacement products.

I. Product Manuals

Upon request, an owner's manual, which includes installation instructions and serviceable parts lists, must be supplied for all products. Manuals may be available via the Contractor's website. The manuals must be available that contain complete installation and uninstallation instructions including all necessary parts lists and diagrams.

J. Customer Service

1. Contractor or Contractor's Authorized Dealer must have one (1) lead representative for each Participating Entity that executes a Participating Addendum. Contact information shall be kept current. Any changes shall be communicated to the Participating Entity within five (5) business days.
2. Purchasing Entities must have the option of ordering through the Contractor or Contractor's Authorized Dealer network.
3. Contractor's or Contractor's Authorized Dealer's representative must be available by phone or email at a minimum, from 8 AM to 5 PM on Monday through Friday for the applicable time zones.
4. Contractor or Contractor's Authorized Dealer's representative will respond to inquiries within one (1) business day.
5. Contractor or Contractor's Authorized Dealer(s) must provide Design Services for the applicable categories as further described below in Section L.

6. Contractor or Contractor's Authorized Dealer(s) must provide Installation Services for the applicable categories as further described below in Section K.
7. Contractor or Contractor's Authorized Dealer(s) must provide Customer Service as further described below in Section M at no additional charge.
8. Quotes provided by the Contractor or Contractor's Authorized Dealer(s) to Purchasing Entities must contain, at a minimum, the following elements:
 - a. Master Agreement and Participating Addendum (if Applicable) Number
 - b. Published Commercial Price List
 - c. Contracted Discount Percentage
 - d. Contract Price
 - e. Installation and Design Fees shown 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 include a detailed explanation of the work to be included in those hours.
 - f. Anticipated Lead times
9. Quotes provided by the Contractor or Contractor's Authorized Dealer(s) must be approved in writing by the Purchasing Entity prior to ordering or work commencement.
10. Invoices provided by the Contractor or Contractor's Authorized Dealer(s) must contain, at a minimum, the following elements:
 - a. Purchase order number or other identifying order number.
 - b. Master Agreement and Participating Addendum (if Applicable) Number
 - c. Payment terms must be in compliance with the Master Agreement or the Participating Entity's Participating Addendum.
 - d. Pricing that reflects that which is on the purchase order or other ordering confirmation documentation as applicable (i.e. signed quote, work order, etc.).

K. Service Category – Installation Services.

Contractor certifies that Installation Services include all planning and labor required to disassemble, assemble, deliver, setup, install, and otherwise finish an office installation or remodel project at a contracted hourly rate. The contracted hourly rate and hours will be negotiated during the Participating Addendum process by each Participating Entity.

1. Installation of Product (Applies to all categories)
 - a. The Contractor or Authorized Dealer must take precautions during the installation of any product not to damage the premises and/or property of the Purchasing Entity except as necessary to install product and approved in advance by the Purchasing Entity. If damages do occur as a result of operations under this Master Agreement, the Contractor or Contractor's Authorized Dealer is responsible for ensuring that the affected premises and/or property is returned/restored to their original condition or the

Contractor or Contractor's Authorized Dealer must make restitution, as agreed upon by the parties.

- b. Installation must occur with minimal disruption, time, noise volume, and space usage.
- c. Products must be fully installed and ready for use within the agreed upon time frame of the Participating Entity.
- d. Installation Team
 - i. Contractor or Contractor's Authorized Dealer must maintain an installation crew either in-house or subcontracted as an installation team.
 - ii. Contractor or Contractor's Authorized Dealer must be fully responsible for and supervision of the installation team.
 - iii. Installation team must be trained and experienced in the installation of product and comply with any and all applicable federal, state, and local licensing, code and prevailing wage requirements as well as any manufacturer recommended installation methods.
 - iv. Installation team must be fully responsible for installation of product unless Standard Delivery or Dock Delivery is selected by the Purchasing Entity.
 - v. Installation team is responsible for the removal of all packaging materials from the job site on a daily basis. Dumpsters and trash receptacles that belong to the Participating Entity must not be used without written permission from the Purchasing Entity.
 - vi. Installation team is responsible for all of their own tools, supplies, and equipment and assume all risk and/or loss. Purchasing Entity is not responsible for tools left at the job site.
 - vii. Installation team must place all products in the location designated by the plan or Purchasing Entity.

2. Cleaning

- a. Contractor or Contractor's Authorized Dealer(s) is responsible to ensure that a final cleaning will be completed prior to the final walk through and acceptance of all products. A final cleaning must include a wet wipe down of all surfaces, vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required for the product be ready for use or move in condition, as applicable.
- b. Purchasing Entity reserves the right to hire or make arrangements for additional cleaning personnel if the Contractor or Contractor's Authorized Dealer, after notification and request for correction, is not able to properly clean and ready the job site for occupation by the designated move in date.
- c. The cost of additional cleaning shall be fully reimbursed by the Contractor or Contractor's Authorized Dealer if the Contractor or Contractor's Authorized Dealer(s) do not correct the issue promptly to allow for occupation of the job site on the designated move in date.
- d. Contractor or Contractor's Authorized Dealer must work cooperatively with the Purchasing Entity and participate in the final walk through inspection and provide a punch out checklist, if requested by the Purchasing Entity.

- i. The punch out checklist must include a listing of any missing, incorrect, non-working or damaged products that is approved and signed by the Purchasing Entity after issues are resolved.
3. Contractor or Contractor's Authorized Dealer(s) is responsible for ordering any missing, damaged, or incorrect products upon discovery, and Purchasing Entity must incur no additional charges as a result of the Contractor or Contractor's Authorized Dealer error or omission.

L. Service Category - Design Services

1. Design Services fees may only be applied to Panel Systems and Accessories and Architectural Products and Accessories unless the project includes one or more of the product categories below:
 - a. Office Seating and Accessories
 - b. Lounge and Public Seating and Accessories
 - c. Desks, Tables, and Related Products Accessories
 - d. Storage and Accessories
2. Contractor's awarded the Panel Systems and Accessories and/or the Architectural Products and Accessories categories must provide design services including reconfiguration and layout services at a contracted hourly rate. The contracted hourly rate will be negotiated during the Participating Addendum process by each Participating Entity.
3. Design services include but are not limited to; space planning, furniture migration strategies, reconfiguration of existing panel system or architectural products, assistance with furniture selection, interior office design, and computerized installation drawings. Purchasing Entity's project manager must approve final plans in writing.
 - a. Contractor or Contractor's Authorized Dealers working on projects that require design services will provide a detailed description and breakdown of all services being provided and costs associated with them. Design fees must not exceed 3% of the total Contract Price unless the Purchasing Entity agrees to additional charges in advance of services.
 - i. Contractor may request an exception, directly to the Purchasing Entity, to the 3% cap or request that design fees be allowed for other furniture product categories for one or more of the following reasons. The request must be approved by the Purchasing Entity and must be included in the quote and, after approval, be included in the purchase order.
 1. The project is more complex and requires more labor hours or expertise.
 2. The project requires additional site visits or travel to remote locations.

Contractor or Contractor's Authorized Dealer may only collect design fees if they are awarded the project and must provide detailed quotes free of charge.

- b. Design Services applicable to Panel Systems and Accessories.

- i. Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.
- ii. Contractor is responsible for the following:
 - 1. Accuracy of all job site dimensions, obstructions, and attributes.
 - 2. Overages, shortages, or all other ordering errors resulting from orders based on the design work completed by the Contractor or Contractor's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contractor or Contractor's Authorized Dealer's design or ordering process.
 - 3. Resolve the matter to the Purchasing Entity's satisfaction (financially and logistically), if Contractor or Contractor's Authorized has designed and specified a new furniture installation that does not fit properly due to inaccurate floor plans. No payment will be made until the issue is fully resolved and approved by the Purchasing Entity.
 - 4. Provide a plan showing in detail, the position of all new furniture products, wall heights, colors, types of panels, and voice/data outlets.
 - 5. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.
 - 6. Accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at the time of installation, Contractor or Contractor's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
 - 7. Complying 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.
- c. Design Services applicable to Architectural Products and Accessories.
 - i. Fabric, paint, and finishes must be available electronically and incorporated into computer-aided design drawings to aid in the selection process.
 - ii. Contractor is responsible for the following:
 - 1. Accuracy of all job site dimensions, obstructions, and attributes.
 - 2. Field verifications and any overages, shortages, and all other ordering errors resulting from orders based on the design work completed by the Contractor or Contractor's Authorized Dealer. Approval of design work by the Purchasing Entity does not constitute responsibility for the Contractor design or ordering process.
 - 3. Provide concept drawings and construction documents, part lists, and submittal samples (including finishes). Contractor or Contractor's Authorized Dealer must provide a plan showing in detail, the position of all walls including heights, widths, types of panels, voice/data outlets, and

electrical outlets, and plumbing, as applicable. Drawings must include elevations, and connection and attachment details to the base building.

4. All plans and review for correct product application and stability including notifying the Purchasing Entity immediately of any deviations or inconsistencies with product capabilities, including unusual installation requirements.
5. Accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan and on the component list. If parts are missing at the time of installation, Contractor or Contractor's Authorized Dealer is responsible for the quick shipment (within the agreed upon timeframe) of the missing parts.
6. Provide on-site visits to assess needs and develop plans and must return to the job site to verify installations.
7. Coordinate electrical provisions to be included in the walls with final circuited electrical engineering drawings, schedules, including drawings stamped by a professional engineer and must be compliant with federal, state, local, and other applicable codes, and prevailing wage requirements.
8. Complying 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.

M. Customer Service

Contractor certifies that Contractor can provide or meet the following requirements: Customer service includes sales service, project management services, product information services, and warranty services. If a Participating Entity elects to provide Customer Owned Material, Contractor shall assist the Participating Entity with the evaluation of that material at no additional cost. Contractor or Contractor's Authorized Dealer may not charge for Customer Service.

N. 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 Contractor will be the sole point of responsibility. The Lead State Contract Administrator and Participating Entities will look solely to the Contractor for the performance of all contractual obligations, and the Contractor 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 Contractor. The Contractor must provide education and guidance on use of the Master Agreement and Participating Addendums.

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 Contractor, and describe the process in the Participating Addendum. The Contractor shall follow the process described in the Participating Addendum for each Participating Entity when adding or removing an Authorized Dealer.

Section 3. Participating Addendum

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 Contractor, 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 Master Agreement 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 Contractor or their Authorized Dealer to the Participating Entity and negotiated during the Participating Addendum process.

Design and Installation Services: Hourly rates escalation and reduction process will be negotiated by the Participating Entity and the Contractor and the process and terms shall be documented in the Participating Addendum.

Attachment C – Pricing Information

A. Product Lines and Discount Percentages

Category #1: Office Seating and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	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
SitOnIt Seating	Achieve	Task	52.00%		54.00%	56.00%
SitOnIt Seating	Amplify	Task	52.00%		54.00%	56.00%
SitOnIt Seating	Anytime	Task	52.00%		54.00%	56.00%
SitOnIt Seating	Baja	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Cora	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Focus	Task	52.00%		54.00%	56.00%
SitOnIt Seating	Focus 2.0	Task	52.00%		54.00%	56.00%
SitOnIt Seating	Focus Side	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Freelance	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Glove	Task	52.00%		54.00%	56.00%
SitOnIt Seating	Hexy	Task	52.00%		54.00%	56.00%
SitOnIt Seating	InFlex	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Ioniq	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Kickstand	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%		54.00%	56.00%
SitOnIt Seating	Knack	Task	52.00%		54.00%	56.00%

SitOnlt Seating	Lumin	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Mavic	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Mika	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Movi	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Non-Stop	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Novo	Task	52.00%	54.00%	56.00%
SitOnlt Seating	OnCall	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Orbix	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Prava	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Qwiz	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	ReAlign	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Relay	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Rio	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Rowdy	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Sona	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Sprout	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%
SitOnlt Seating	Torsa	Task	52.00%	54.00%	56.00%

SitOnlt Seating	TR2	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Vectra	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Wit	Task	52.00%	54.00%	56.00%
SitOnlt Seating	Wit Side	Multipurpose, Side and Guest Chairs; Counter and Bar Stools	52.00%	54.00%	56.00%

Category #2: Lounge and Public Seating and Accessories

Brand	Product Line(s) Offered	Collection (If applicable)	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
SitOnlt Seating	Aviera	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Cameo	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Composium	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Envoi	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Gobi	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Mezzanine Cube Table	Tables and Desks	52.00%	54.00%	56.00%
SitOnlt Seating	Mezzanine Occasional Table	Tables and Desks	52.00%	54.00%	56.00%
SitOnlt Seating	Nano	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Pasea	Lounge	52.00%	54.00%	56.00%
SitOnlt Seating	Uni	Tables and Desks	52.00%	54.00%	56.00%
SitOnlt Seating	Visit	Lounge	52.00%	54.00%	56.00%

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

C. Price Lists:

To access the price lists, please use the following link:

https://www.sitonit.net/content/dam/exemplis/downloadslisting/price_lists/April-2022-PriceList.pdf.download