

MA# 005 4263-12



STATE OF IOWA
MASTER AGREEMENT
Contract Declaration and Execution

EFFECTIVE BEGIN DATE: 06-01-2012
 EXPIRATION DATE: 05-31-2017
 PAGE: 1 of 3

VENDOR:

Iowa Office Interiors
 Storey Kenworthy Co
 1333 Ohio St
 Des Moines, IA 50314
 US

VENDOR CONTACT:

Jennifer Peterson
 PHONE: 515-654-3417 EXT:
 EMAIL: jpeterson@storeykenworthy.com

ISSUER:

DAVID KAILI
 PHONE: 515-281-4774
 EMAIL: David.Kaili@iowa.gov

FOB

Contract For: Office Furniture, Allsteel Systems Office Systems and others

The contractual agreement and attachments for the purchase of office furniture, interior design services and installation of office furniture effective June 01, 2012 between the State of Iowa and Iowa Office Interiors, dba Storey Kenworthy Inc. The product lines include: Allsteel, HON, Gunlocke, HBF, Workrite, Humanscale, National Office Furniture and Paliser Furniture.

Please reference attachments for more information

The parties agree to comply with the terms and conditions on the following attachments which are by this reference made a part of the Agreement.

Attachment 1: General Terms and Conditions for this contract are attached and were part of the RFP 61934 conducted by Iowa State University.

Attachments 2-4 are on file with the Department of Administrative Services, General Services Enterprise.

Attachment 2: Contractor's Response to Competitive Bidding RFP61934 (except for any contractor objection or amendment to the Competitive Bidding Document requirements that the State has not explicitly agreed to in writing)

Attachment 3: Bidders' Cost (final pricing documentation) response to competitive bidding document RFP61934.

Attachment 4: Special Terms (exclusions/changes) (if any)

FOB Shipping Point, Prepaid allowed

Payment Terms-N30

The parties agree to comply with the terms and conditions pursuant to the RFP 61934 conducted by Iowa State University which are by this reference made a part of the Agreement.

RENEWAL OPTIONS**AUTHORIZED DEPARTMENT**

ALL
 SUB: Other Governmental Entities

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	STATE OF IOWA
CONTRACTOR'S NAME (if other than an individual, state whether a corp., partnership, etc.) <i>Storey Kenworthy</i>	AGENCY NAME <i>DASGSE Procurement</i>
BY (Authorized Signature) <i>David M. Kenworthy</i> Date Signed <i>6/20/2012</i>	BY (Authorized Signature) <i>David C. Kaili</i> Date Signed <i>6/20/2012</i>
Printed Name and Title of Person Signing <i>DAVID M. KENWORTHY</i>	Printed Name and Title of Person Signing <i>David C. Kaili Purchasing Agent III</i>
Address <i>1333 Ohio St. Des Moines, IA</i>	Address <i>Hoover Bldg Land A DSM-IA 50309-0105</i>

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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	425		\$0.000000
				\$0.000000

FURNITURE: OFFICE

FURNITURE: OFFICE

The contractual agreement and attachments for the purchase of office furniture, interior design services and installation of office furniture effective June 01, 2012 between the State of Iowa and Iowa Office Interiors, dba Storey Kenworthy Inc. The product lines include: Allsteel, HON, Gunlocke, HBF, Workrite, Humanscale, National Office Furniture and Palliser Furniture.

Please reference attachments for more information



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TERMS AND CONDITIONS

Referenced Terms

The parties agree to comply with the terms and conditions pursuant to the bid process which are by this reference made a part of the Agreement.

**CONTRACTUAL AGREEMENT
FOR THE PURCHASE OF ALLSTEEL SYSTEMS OFFICE FURNITURE, DESKS, STORAGE,
OTHER OFFERED PRODUCT LINES AND RELATED COMPANY SERVICES**

This Contractual Agreement and Attachments, for the purchase of Allsteel Systems Office Furniture, Desks, Storage, other offered product lines and related Company Services (hereafter Agreement) is made and entered into effective June 1, 2012 by and between IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY (hereafter ISU) and IOWA OFFICE INTERIORS, DBA STOREY KENWORTHY INC. (hereafter STOREY KENWORTHY). It is mutually agreed as follows:

- 1.0 **Scope of Work:** - STOREY KENWORTHY agrees to sell Allsteel Systems Office Furniture, Desks, Storage, along with any other products available from the same manufacturer, other product lines offered and Related Company Services to ISU, in accordance with the terms and conditions set forth in this Agreement, as a result of Request for Proposal 61934.
- 1.1 **Contract Term** The initial contract period shall be for five years beginning June 1, 2012 and extending through May 31, 2017, unless earlier terminated according to the provisions included herein. Storey Kenworthy's performance will be reviewed annually. Should ISU find Storey Kenworthy's performance to be unacceptable, the contract may be terminated effective any June 1 by providing Storey Kenworthy with sixty (60) days prior written notification.
- 1.2 **Contract Renewal** A contract resulting from this proposal may be renewed by mutual agreement of the parties for an additional (5) five year period beyond May 31, 2017, using the same terms, conditions, provisions and contract pricing, with the exception of any mutually agreeable modifications.
- 2.0 **Company Services:** STOREY KENWORTHY will provide pricing and services as follows:
 - A. **Pricing** Storey Kenworthy will sell Allsteel product and other offered lines at the pricing discounts as listed on the Discount Price Schedule attached. This schedule will be amended as necessary to include new product in the proper groupings.
 - B **Customers Own Material (COM) and Specials**
 1. ISU will select the COM fabric and check with Storey Kenworthy to see if it has already been tested and approved for use on the product. ISU will need to have the COM supplier's name, fabric pattern name and color name to do this.
 2. If the selected COM fabric is listed as being pre-approved, ISU may place the order with Storey Kenworthy. If the COM fabric is not on the pre-approved list, ISU will contact Storey Kenworthy with the COM information. Storey Kenworthy will arrange with Allsteel to have the test fabric obtained and notify ISU of the results and it will be assigned a tracking number. ISU will be notified of the price grade that the fabric falls into.
 3. Upon COM fabric approval by Allsteel, ISU may submit the order to Storey Kenworthy. Allsteel will purchase the COM fabric directly from the COM supplier and arrange for production, or ISU has the option of purchasing the COM fabric and delivering the fabric to Allsteel for production.
 4. If a standard product will not work for a project, ISU may request a custom special. ISU will contact Jennifer Linderblood, or her designee, to start the custom process. If the special is approved, it will be assigned a "SPLA" number to manage the product through

the order process. Lead times are often extended, but will be communicated up front at the same time as the specials number and pricing.

5. Specials may include:

- Custom Sizes
- Special laminate requests
- Special paint finishes
- Logo seating
- And more

6. Allsteel has agreed to continue to support ISU with the following specials at no upcharge.

- Will match Steelcase Gold dust paint for Gerdin Business Building.
- Manufacture 28-1/2" H supports to match existing on campus.

C. **Contacts** Iowa State University may elect to route all inquiries through the designated Account Executive, currently Jennifer Linderblood or contact individual department contacts directly as listed on contacts page attached.

D. **Order Entry**

1. When Storey Kenworthy is entering information into their order system from ISU purchase orders, any price discrepancies should be brought to the attention of the ISU purchasing agent and their approval obtained prior to proceeding with an order. This information shall be in writing, preferably via email.
2. When Storey Kenworthy is entering information into their order system from ISU purchase orders, should the Storey Kenworthy notice a discrepancy between the part number and resulting description that differs from the written purchase order or discrepancies in finish colors, this should be questioned by contacting the ISU purchasing agent before proceeding with the order. If not questioned, and the wrong item is ordered, Storey Kenworthy may be held partially at fault and be required to pay all or a portion of the cost of reordering the correct item.
3. Storey Kenworthy will not make changes to a purchase order without the written (email) approval of the ISU purchasing agent. Communication from other ISU personnel to change orders should not be accepted unless confirmed by ISU Purchasing.
4. Storey Kenworthy will be expected to process ISU purchase orders within 24 to 48 hours of receipt of written purchase order and requested sif file.
5. Iowa State University will provide a cap.sif file for orders via email for direct input into the ordering system, when requested by Storey Kenworthy.

E. **Acknowledgements/Order Ship Status** Storey Kenworthy shall provide ISU with a weekly order status report listing of all our purchase orders currently in process and a scheduled ship date for those orders. This shall be emailed to the ISU purchasing agent and others as designated by the agent.

F. **Shipments/Packaging**

- 1 All shipments should be cartoned, not blanket wrapped, unless otherwise specified on the purchase order. This is a requirement since the majority of the product is received at a

central warehouse, stored for a few days and then transported to the installation site. Cartoning allows for easier storage and transportation. Occasionally large orders going direct to a new building or large orders of chairs may be requested to ship as blanket wrapped.

- 2 Each carton should have a label glued, stapled or otherwise firmly affixed to it and contain the following minimum information: ISU's purchase order number, item model number, item description, and tagging information as identified on the purchase order specifications. We also prefer the corresponding ISU purchase order line item number be a part of each label.
- 3 Shipment will be to the address listed on each resulting purchase order. This may be to our Central Stores Warehouse or to another building on campus. Deliveries on campus will be to a dock. Storey Kenworthy will not be required to assemble, unload or take the product to an area within the building.

G. Damages, Company and Manufacturer Errors

1. Warranty/Damages

For all warranty issues, Jason Bjerke, or his designee, at the Storey Kenworthy, Ames Warehouse will be the main point of contact. Jason's contact information is:

Jason Bjerke | Warehouse Administrator

Email: jbjerke@storeykenworthy.com

Telephone: 515-954-3414

When calling for a warranty issue, the installation staff (or Central Stores) will need to provide the Warehouse Administrator with the following information in order to process the warranty request:

- What is wrong with the item?
- Serial number
- Model number
- Order number
- Picture of damage
- Building name (so we can tag for the replacement order)

The freight companies allow 30 days to report concealed damages when shipped to a warehouse and 15 days to report concealed damages when shipped directly to the site. If there is a construction delay on a project, notify Jen Linderblood, or her designee, as soon as possible. Jen will work with Allsteel to determine if shipment of the product can be delayed or if the damage window can be widened to accommodate the project schedule.

2. Manufacturer or Dealer Errors

Any errors resulting from the manufacturer or dealer will be expedited at no cost to ISU. Any defective product will be replaced and expedited at no charge to ISU. The process for replacing defective product is the same as it is for the warranty process. Please contact Jason Bjerke at their Ames warehouse location:

- #### **H. ISU Order Errors**
- Storey Kenworthy will expedite any orders that are replacements for product ordered incorrectly by ISU. Allsteel does currently have an expediting process and Storey Kenworthy can look at freight methods to ship the replacement product as quickly as possible. Since manufacturers typically do not take back product, Storey Kenworthy is willing to look at the option of returning product to Storey Kenworthy on a case by case basis

with a restocking fee. Depending on the product, Storey Kenworthy will look at the ability to resell the item at their warehouse outlet and quote restocking fees based on that. Please contact Jennifer Linderblood, jlinderblood@storeykenworthy.com, or her designee, as each instance occurs for a quote.

- I. **Warranty and other Repairs** The Storey Kenworthy service department is responsible for all service needs. Contact Jason Bjerke, Warehouse Administrator, or his designee, for repair service. The Warehouse Administrator will coordinate any service work that is needed.

Jason Bjerke | Warehouse Administrator
Email: jbjerke@storeykenworthy.com
Telephone: 515-954-3414

All warranty and labor costs associated with service work will be provided at no charge to Iowa State University. Storey Kenworthy staff can help assist ISU installers to identify parts needed for a repair by contacting Jason Bjerke, or his designee, for assistance.

- J. **Web Ordering** Storey Kenworthy will provide ISU with a customized web site where specified product can be purchased, at our agreement price, by departments using an ISU Purchasing Card (Visa). Storey Kenworthy will administer the site and conduct training for ISU. All shipments will be to ISU's USSF Warehouse. ISU will be billed a small processing fee on a quarterly basis

- K. **Showroom** ISU employees may visit Storey Kenworthy's showroom in Ames or Des Moines during normal business hours. Storey Kenworthy will work with ISU to supply product samples whenever possible.

- L. **Literature** Storey Kenworthy will provide at no charge to ISU, all updated product literature, fabric samples and pricing when it becomes available. Copies are to be provided to the ISU purchasing Department and the FPM Designers. When new price books are issued, additional copies may be requested for specific high use departments. In addition, ISU will receive literature updates from our Storey Kenworthy Account Executive or from our Allsteel Account Manager, on a quarterly basis. Literature requests should be routed through the Storey Kenworthy Account Executive.

- M. **Order Placement** Orders will be in placed with an ISU purchase order. These will be sent from the ISU Purchasing Department or Central Stores. Verbal orders from individual departments should not be accepted. Orders using P-cards shall not be accepted except through the web site.

N. **Delivery**

1. For orders shipping to the ISU, USSF Warehouse, Storey Kenworthy will contact our warehouseman Ralph Oliver or designee at 515-294-7333 twenty-four (24) hours before making delivery or direct ship instructions will include this information for the freight company making the delivery.
2. For all other orders shipping directly to the department, Storey Kenworthy will contact the individual identified on the order, twenty-four (24) hours before making delivery or direct ship instructions will include this information for the freight company making the delivery.
3. Large orders will be coordinated with ISU. The Storey Kenworthy team will work with Allsteel and ISU's representative to coordinate, schedule, install, and maintain each project.

- O. **Training** Storey Kenworthy through Allsteel will provide training for ISU Interior Designers on specifying the Allsteel product and installation training for the Central Stores Installers as requested. All associated costs will be paid for by ISU.
- P. **Installation Services** Orders for installation, on an as-needed basis, shall be placed by the ISU Purchasing Department or by Norm Hill, Stores and Materials Manager, Central Stores, and shall be effective upon receipt of an ISU purchase order. Installation services will be billed per the quoted rates, which will vary based on the scope of the job, but typically is \$45/man hour for lead and \$35 for crew. Rates will be adjusted based on size of crew. Larger crews may have lower rates. Storey Kenworthy will provide a quote when provided a plan and scope of work.
- 1 ISU may occasionally need to obtain supplementary installation services from the Storey Kenworthy or have the furniture entirely installed by Storey Kenworthy after it has been purchased, instead of having the work performed by ISU installers. Some of the installations requested may be larger capital projects with a significant volume of associated furniture purchases. Orders for installation shall be effective upon receipt of an ISU purchase order.
 - 2 Storey Kenworthy will provide the requested installation services as requested by Norm Hill, Director, Central Stores, or his designee. Services may include installation of new office furniture or the reconfiguration of the awarded Storey Kenworthy existing furniture purchased during the contract period.
 - 3 ISU may request Storey Kenworthy services for reconfiguration of existing Steelcase 9000 installations on campus.
 - 4 Central Stores or their designee are responsible to contact Storey Kenworthy to obtain and approve a job estimate and authorize the work to commence. Central Stores will provide the layout information. Storey Kenworthy will be required to provide all personnel and equipment necessary to complete the installation or reconfiguration in the required timeframe established at time of order. Storey Kenworthy should furnish a projected schedule depicting start date, duration of time required to complete and the days that the work will be performed.
 - 5 In most cases, the Storey Kenworthy will be required to pick up new product at the Central Stores Warehouse and transport it to the installation location. Storey Kenworthy will be responsible for proper handling and transportation of furniture to avoid any damage during transportation. If it is determined at time of order that the Storey Kenworthy will be doing the installation, new product may be directly shipped to the Storey Kenworthy for receipt and delivery to the installation site.
 - 6 Storey Kenworthy shall limit their activities to the area designated. Storey Kenworthy will clean the project area when complete and provide a clear access path on a continual basis. Storey Kenworthy will do their best to restrict any unnecessary noise in areas in which they may be working, since area could have ISU employees working or classes being held in the general area. Storey Kenworthy will dispose of the packing material and cardboard as directed by Central Stores
 - 7 If during installation the Storey Kenworthy encounters problems with the layout or installation, they shall immediately contact Central Stores and request clarification on how to proceed. Central Stores will consult with the Designer and instructions on how to proceed will be provided.

- 8 Upon completion, Storey Kenworthy will contact Norm Hill or his designee, who will visit the site and make a "punch list" for the project or approves the project. Upon final approval, Storey Kenworthy will submit invoice for payment.

P. **Design Services** Orders for design services, if requested, shall be effective upon receipt of an ISU purchase order and charged at the rate of \$65/hour. Estimates are available based on scope provided by ISU. Storey Kenworthy will track design time to provide an accurate bill and helps to provide solid project estimates based on previous projects. Billing will be as indicated on applicable purchase order.

- 1 In most cases, ISU will use staff interior designers for specifying our furniture needs. Storey Kenworthy should provide our design staff with software and training for specifying the furniture line they are proposing. Storey Kenworthy will identify the type of software they will provide along with software update information etc. ISU designers utilize the CAP software.
- 2 ISU may occasionally need to obtain design services from the Storey Kenworthy to include design of new office furniture purchased during the contract period or the reconfiguration of existing Allsteel or Steelcase furniture. Some of the designs requested may be larger capital projects with a significant volume of associated furniture purchases. Orders for design services shall be effective upon receipt of an ISU purchase order.
- 3 Storey Kenworthy will provide the requested design services as requested by Lola VanWyk, her designee or other individuals as may be designated by Purchasing at a future date.
- 4 ISU would provide the Storey Kenworthy with a space layout and a proposed scope of the project. Storey Kenworthy would provide ISU with a proposal and cost estimate for approval. If during the design process issues arise that would impact this proposal amount, the Storey Kenworthy will contact ISU immediately, explain the reasons and obtain written approval to proceed.
- 5 Storey Kenworthy shall specify product within ISU policy, making requestors aware of the various styles of furniture available and their cost differences.
- 6 Storey Kenworthy shall make the commitment to design to fit the requestor's wants and needs and not to further their own interest.
- 7 Storey Kenworthy may be required to meet with individuals within a department or with a committee during the design process. It may be necessary to make site verifications and take field measurements. Attendance at construction meetings may also be necessary. Storey Kenworthy shall be available to assist with any questions or problems during the installation phase.
- 8 After completion of the layout, Storey Kenworthy shall provide ISU with a detailed specification list from which ISU could issue the purchase order for the product and provide complete installation layouts for use by ISU installers. Upon acceptance of this final specification and layout the Storey Kenworthy may submit their final invoice for all work.
- 9 Storey Kenworthy shall assist ISU with the walk through punch list after the installation is complete and help to resolve any issues during installation.

Q. **Other Value Added Services** Allsteel is able to offer environmental and ergonomic consulting as well as occupancy research to Iowa State University.

- **Environmental Consulting**
Allsteel has a staff of LEED and design experts who can assist in furniture selection and space planning to support LEED goals to attain a sustainable workplace.
- **Ergonomic Consulting**
Allsteel offers Iowa State University customized ergonomics support as part of the Corporate Account Services from Allsteel.
- **Occupancy Research**
Allsteel offers occupancy research for analyzing the impact of occupying new space.

R. Non-exclusive Contract ISU reserves the right to acquire product and services from other than contracted Storey Kenworthy during the contract period when the Purchasing Department determines that the best interest of the University will be served, needs to match existing furniture or to satisfy special needs.

S. Vehicle Parking Storey Kenworthy shall follow University Traffic Regulations while on campus.

- 1 Storey Kenworthy shall obtain Vendor parking permits, issued by Parking Services for all necessary Storey Kenworthy vehicles which will be used on campus in conjunction with the Work.
- 2 Unless specifically permitted by ISU, Storey Kenworthy shall not drive or park on pedestrian paths, sidewalks, bike paths, plazas or walkways.

T. Existing Facilities Any damage caused by the Storey Kenworthy to existing facilities shall be replaced by Storey Kenworthy at no expense to ISU. Storey Kenworthy will be required to utilize ISU approved contractors or ISU may have the work done and be reimbursed by Storey Kenworthy.

U. Other State Entities and ISU Affiliates Storey Kenworthy shall extend the contracted prices to other Regent Institutions (University of Iowa, University of Northern Iowa, Iowa Braille and Sight Saving School, Iowa School for the Deaf), State of Iowa Agencies through the Iowa Department of Administrative Services (DAS), Iowa Biotechnology Consortium and other Iowa Not-For-Profit Colleges and Universities if requested.

V Acceptance Regardless of receipt date and any subsequent payments made by ISU, the University shall be deemed to have accepted goods procured hereunder only after the completed and successful installation of furniture components. Acceptance shall be deemed to have taken place 10 days after completed installation, allowing time for a complete final inspection for compliance with furniture specifications. This statement shall govern over the preprinted acceptance term stated on the reverse side of any resulting ISU purchase order.

W Payment and Completion

Payment and Shipping Terms Storey Kenworthy payment terms are Net 30, and shipping terms are Shipping Point - Prepaid and Allowed.

- 1 Payment will be made in full for product after undamaged delivery to the delivery address, provided such items comply fully with the purchase order.
2. If Storey Kenworthy is receiving the product and performing the installation, payment will be made for product and installation after completed installation.

3. If Storey Kenworthy is installing product previously received by ISU, the product will be paid for after delivery and installation charges after completed installation.
4. Invoices requesting payment shall reference the purchase order number provided and be sent to the following address: **Iowa State University, Payables Department, 3617 Administrative Services Building, Ames, IA 50011-3617 or invoices@iastate.edu.**

3.0 GENERAL CONDITIONS OF THE CONTRACT

3.1 General Warranty

3.1.1 The Company shall unconditionally warrant any products furnished as free from defect and capable of performing the requirements stated in this Agreement, when utilized by ISU within the parameters normally accepted for office furniture usage. Within one (1) year from final acceptance of each project, or products, the Company shall correct all errors subsequently discovered in the design, materials or installation not due to the fault and negligence of ISU, without charge to ISU.

3.1.2 The Company shall expressly warrant that all goods supplied hereunder shall be merchantable as stated in Subsection 2-314 (2) of the Uniform Commercial Code in effect as of the date of order.

3.2 **Warranty** Per each manufacturer's warranty as submitted, copies attached. Storey Kenworthy will supply labor warranty at no charge for Allsteel.

3.3 Patent Protection

3.3.1 The Company, at its own expense, will defend any suit which may be brought against ISU to the extent that it is based on a claim that the furniture furnished hereunder infringes a United States patent, and in any such suit which is attributable to such claim. This is upon the condition that ISU shall give the Company prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation, and upon further condition that the claimed infringement does not result from the combinations of the system furnished hereunder with other systems, apparatus, or devices not furnished hereunder. No cost or expenses shall be incurred for the account of the Company without its written consent. If principles of governmental or public law are involved, ISU may participate in the defense of any such action.

3.3.2 If, in the Company's opinion, the system furnished hereunder is likely to or does become the subject of a claim of infringement of a United States patent, then without diminishing the Company's obligation to fulfill the Contract, the Company may, at its option and expense (1) obtain the right for ISU to continue the use of such item, (2) substitute for the alleged infringing system another equally suitable system satisfactory to ISU.

3.4 **Commercial Advertising** Company agrees not to use ISU's marks as a part of any commercial advertising without prior approval of ISU.

3.5 **Laws** Terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be instituted in the appropriate courts in the State of Iowa.

3.6 **Assignment** This contract may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party and the bonding Company, if appropriate.

3.7 Code of Fair Practices

3.7.1 The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. The Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their

race, creed, color, religion, national origin, sex, age, or physical or mental disability except where it relates to a bona fide occupational qualification. Company shall comply with federal Executive Order #11246, as amended by Executive Order #11375.

- 3.7.2 In the event of the Company's non-compliance with the above non-discrimination clause of this contract or with any of the aforesaid regulations, any resulting contract may be canceled, terminated or suspended in whole in part and the Company may be declared ineligible for further contracts with the Board of Regents. In addition the Board of Regents or ISU may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the *Code of Iowa*.

3.8 Termination

- 3.8.1 ISU may terminate the contract at any time that the Company fails to carry out its provisions or to make substantial progress under the terms specified in this contract.
- 3.8.2 With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

- 3.9 **Remedies Upon Default** In any case where the Company has failed to deliver or has delivered non-conforming goods or services, ISU shall provide a Cure notice. If after notice the Company continues to be in default, ISU may procure substitute goods or services from another source and charge the difference between the contracted price and the market price to the defaulting Company. The Attorney General shall be requested to make collection from the defaulting Company.

3.10 Indemnification

- 3.10.1 To the fullest extent permitted by law, Company shall defend, indemnify, and hold harmless ISU, its agents, successors, and assigns, and the Board of Regents, State of Iowa, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from (A) the material non-performance, non-compliance or breach with the terms and obligations of this Agreement and (B) bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting there from caused in whole or in part by any negligent act or omission of Company, or its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.
- 3.10.2 In any and all claims against ISU, its agents, successors, and assigns, the State of Iowa, and the Board of Regents, State of Iowa, by any employee of Company, and subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Company's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for Company or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 3.11 **Acts of God** Whenever a Company's place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the Company to promptly advise the Purchasing Department. ISU may elect to cancel the order without penalty to ISU and place the order with another Company.

- 3.12 **Termination -- Non-appropriation of Funds** Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.
- 3.13 **Severability of the Contract** In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contractual Agreement, but the Agreement shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of the Agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
- 3.14 **Additional Documents to the Contract** Each party agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of the Agreement.
- 3.15 **Insurance Provisions**

3.15.1 The Company shall purchase and maintain, throughout the term of the Agreement, commercial general liability insurance, including contractual liability, and commercial automobile liability insurance to protect the Company from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operations be by Company or contractor, subcontractor, agent, or by anyone else directly or indirectly employed by the Company. The Company shall also maintain commercial automobile liability insurance and collision damage insurance coverage to protect against all claims arising out of the transportation associated with their operations. In addition, all statutory insurance requirements, including worker's compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Iowa. Limits of such insurance shall be as stated below:

<u>Type of Insurance</u>	<u>Limit of Liability (Minimum)</u>
Worker's Compensation	Statutory
Commercial General Liability	\$1 million per occurrence*
Commercial Auto Liability	\$1 million per occurrence*
Product Liability Insurance	\$1 million per occurrence*

*With a \$2 million aggregate in each category.

- 3.15.2 The "State of Iowa", the "Board of Regents, State of Iowa", and "Iowa State University" shall be named on such policies as named additional insureds. Within ten (10) days of receipt of "Notice of Award", the Company shall provide ISU with a certificate of insurance, in a form acceptable to ISU, showing that the Company is in compliance with the above conditions. The certificate shall also provide that should the policy be canceled or materially changed, thirty (30) days written notice prior to the effective date for the change or cancellation, shall be given directly to the ISU Purchasing department official shown in Subsection 1.14.
- 3.15.3 Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this Section, shall be considered a breach of contract.

- 3.15.4 Company agrees to waive all rights of subrogation against ISU, the State of Iowa, the Board of Regents, State of Iowa, the Regent institutions, their employees and agents for any claim filed against Company or other firms associated with the Agreement.
- 3.16 **Amendments to the Contract** This Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to this Agreement executed by both parties.
- 3.17 **ISU's Right to Withhold Certain Amounts and Make Application Thereof**
- 3.17.1 ISU may withhold, from payment to the Company, such an amount or amounts as may be necessary to cover:
- 3.17.1.1 Defective work not remedied.
- 3.17.1.2 Failure of the Company to make proper payments, to subcontractors.
- 3.17.1.3 Evidence of damage to University property or the property/work of another Company.
- 3.17.1.4 Failure to meet agreed delivery date on resulting purchase orders.
- 3.18 **Responsibility for Those Performing the Work**
- 3.18.1 Company shall be responsible for the acts and omissions of all Company's employees and all subcontractors, their agents and employees, and all other persons under contract with Company, while performing the duties and responsibilities associated with the Agreement.
- 3.18.2 Company shall at all times enforce strict discipline and good order among Company's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 3.18.3 Incompetent or incorrigible employees shall be dismissed from the project by Company, when so determined by ISU after discussing the matter with Company. Dismissed individuals shall be prohibited from being employed or utilized by Company as part of the services Company provides at ISU without the written consent of ISU.
- 3.19 **Subcontractors** Company is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under the Agreement must be approved in advance and be acceptable to ISU. Company is responsible for all acts of its subcontractors, as well as, the subcontractors' performance of delegated duties and shall have a process in place to verify all subcontractors are adequately insured. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contract with ISU.
- 3.20 **Protection of Work and Property When Company is Performing Installation**
- 3.20.1 Companies shall continuously maintain adequate protection for all their work from damage or theft of any and all kinds, and from the weather and shall protect ISU's and adjacent party's property from damage, theft or injury arising in connection with their work.
- 3.20.2 Company shall make good any damage, theft or injury to existing work from any cause whatsoever. The work shall be entirely at the Company's risk and ISU assumes no responsibility or obligation whatever for damage or theft to any property, work, materials, or equipment.

- 3.20.3 Company shall be responsible for the work until it is accepted by ISU and shall cover and protect furnishings from any damage during transportation.
- 3.20.4 If Company's personnel and equipment are adequately protected, in the opinion of ISU, elevators may be used for the transport of project materials to upper floors.

3.21 Clean-up When Company is Performing Installation

- 3.21.1 Company shall at all times keep the site of work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of ISU such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public. Company shall dispose of all debris, rubbish and trash off campus in an approved landfill, not in ISU's dumpsters. Disposal shall be the responsibility of the Company and should be removed from the job site on the same day it is generated.
- 3.21.2 At the completion of work, Company shall remove all materials, implements, barricades, equipment, staging, piling, falsework, debris and rubbish connected with or caused by operations for such work immediately upon the completion of that work and shall leave the premises in perfect condition insofar as affected by work under this Contract. Fires for disposal of rubbish on the site are prohibited.
- 3.21.3 If Company should fail to clean up the premises as required in the above Subsections 3.21.1 and 3.21.2; ISU, after giving Company 48 hours notice, may do so and charge the cost thereof to Company.

3.22 Storage

- 3.22.1 When Company has been contracted to receive and install furniture, and installation cannot be scheduled within a reasonable period after the requested install date due to ISU's actions, the Company shall be required to store the furniture in a safe and adequate site agreed to and payment for, negotiated between Company and ISU. Loss or damage during storage shall be the sole responsibility of the Company.
- 3.22.2 No payment will be made for materials stored off-site unless ISU has previously approved the storage facilities, and Company has provided an insurance certificate listing ISU as loss payee and written statement giving ISU ownership without possession or control of the item(s).
- 3.22.3 When Company is performing the installation and delivers products to the installation site; any loss or damage to the products shall be the responsibility of the Company. Company will be responsible for any concealed damage replacement.

3.23 Safety

- 3.23.1 Company shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:
- a. all employees associated with the Work and all other persons who may be affected thereby;
 - b. all the Work and all materials and equipment to be incorporated therein, whether in storage, on or off the site, under the care, custody or control of Company or any of the Subcontractors or Sub-subcontractors; and

- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

3.23.2 Company shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.

3.23.3 Company shall comply with all OSHA regulations and furnish employee with proper safety equipment and training. Company shall comply with OSHA's Confined Space Permit Entry Program when necessary.

3.24 Debarred, Suspended and Ineligible Status

3.24.1 Company certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689. Company will immediately notify ISU's Purchasing Department if Company is placed on this list.

3.24.2 In addition, when furniture is purchased using federal grants, as identified in subsequent individual purchase orders or releases, the Company agrees to comply with the applicable federal clauses listed in Appendix A of OMB A-110. The Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), the Davis -Bacon Act, as amended (40 U.S.C. 276a to a-7) and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) shall only apply to construction contracts.

3.25 **Standard Terms and Conditions** Iowa State University (ISU) RFP/RFQ Standard Terms and Conditions are incorporated this Agreement. Full terms and conditions are available at <http://www.purchasing.iastate.edu/forms/RFQRFPSStandardT&C.pdf>.

3.26 **Supplemental Terms and Conditions (Federal)** The attached Supplemental Terms and Conditions are incorporated into this agreement for federally funded projects.

4.0. Both parties agree that in the event situations arise of an urgent nature and which are not specifically addressed herein, that such situations may be resolved orally by mutual consent followed by written confirmation signed by authorized representatives of both parties.

5.0 It is understood by the contracting parties that the contract purchase orders or regular purchase orders are issued conditional upon the receipt of a returned copy of this Agreement to ISU signed by a duly authorized official of STOREY KENWORTHY

This writing with attachments, constitutes the entire Agreement between the parties hereto with respect to the subject matters hereof; and no statement, representation, or promise with reference to this Agreement or any purported change in the terms of this Agreement shall be binding upon either party unless in writing and signed by authorized representatives of both parties.

Discount Price Schedule Section 2.8.1

Iowa State University EXHIBIT A - Allsteel

Products	Combined List Per Order	End-User Discount, Tailgate Delivery
Systems	\$1 - \$50,000	72.0%
	\$50,000 - \$250,000	75.0%
	\$250,000 and above	Negotiable
Lateral & Vertical Files	\$1 - \$50,000	63.5%
	\$50,000 - \$250,000	68.0%
	\$250,000 and above	Negotiable
Storage (Cabinets/Towers/Bookcases)	\$1 - \$50,000	60.0%
	\$50,000 - \$250,000	62.5%
	\$250,000 and above	Negotiable
Get Set Tables	\$1 - \$50,000	79.3%
	\$50,000 - \$250,000	79.3%
	\$250,000 and above	Negotiable
Merge Tables	\$1 - \$50,000	57.5%
	\$50,000 - \$250,000	61.2%
	\$250,000 and above	Negotiable
Relate	\$1 - \$50,000	60.6%
	\$50,000 - \$250,000	62.6%
	\$250,000 and above	Negotiable
Sum	\$1 - \$50,000	58.5%
	\$50,000 - \$250,000	63.5%
	\$250,000 and above	Negotiable
#19	\$1 - \$50,000	61.8%
	\$50,000 - \$250,000	64.6%
	\$250,000 and above	Negotiable
Acuity	\$1 - \$50,000	61.3%
	\$50,000 - \$250,000	64.6%
	\$250,000 and above	Negotiable
Inspire	\$1 - \$50,000	58.8%
	\$50,000 - \$250,000	63.1%
	\$250,000 and above	Negotiable
Seek	\$1 - \$50,000	57.0%
	\$50,000 - \$250,000	61.0%
	\$250,000 and above	Negotiable
Scout	\$1 - \$50,000	59.5%
	\$50,000 - \$250,000	63.5%
	\$250,000 and above	Negotiable
Ambition, Nimble, Sensible, Get Set, Tolleson, Trooper Seating	\$1 - \$50,000	63.5%
	\$50,000 - \$250,000	68.0%
	\$250,000 and above	Negotiable

Discount Price Schedule

Section 2.8.1

Align Wood & Veneer Worksurfaces, Veneer Tiles	\$1 - \$50,000	54.1%
	\$50,000 - \$250,000	55.9%
	\$250,000 and above	Negotiable
Gather	\$1 - \$50,000	48.2%
	\$50,000 - \$250,000	49.4%
	\$250,000 and above	Negotiable
Express Solutions: Same discounts apply, plus addition of 2.5% list surcharge, non-discountable. Products introduced after implementation of agreement will be priced and discounted on a case-by-case basis. Current price list at time of order placement		

Iowa State University - National IPA Agreement CDA # 30016 - Delivered

Products	Combined List Per Order	End-User Discount, Tailgate Delivery
All	\$1 - \$99,999	55.0%
	>\$100,000	Negotiable

Iowa State University - Gunlocke Delivered

Products	Combined List Per Order	End-User Discount, Tailgate Delivery
All	\$1-\$50,000	55.2%
	\$50,001 - \$250,000	56.3%
	\$250,000+	57.8%

*All orders less than \$2,000 list will be subject to a \$100 freight charge.

Iowa State University - HBF

Products	Combined List Per Order	End-User Discount
All	\$1-\$50,000	45.0%
	\$50,001 - \$250,000	46.0%
	\$250,000+	48.0%

*Freight terms: \$1-\$50,000 - Guaranteed freight is 5% of COM list; \$50,001+ Freight will be negotiated

Discount Price Schedule Section 2.8.1

Iowa State University - Workrite

Products	Quantity Purchased Per Order	End-User Discount, Tailgate Delivery
Sierra HX Tables	1-9	55.0%
	10-25	56.0%
	26-50	58.0%
	51-100	60.0%

*Freight is calculated 8% of list if under \$7,000 list, if over \$7,000 freight is included

Iowa State University - Humanscale Delivered

Products	Combined List Per Order	End-User Discount, Tailgate Delivery
Seating	\$1-\$50,000	50.5%
Neatlinks	\$1-\$50,000	56.0%
Float Height Adjustable Table	\$1-\$50,000	45.0%
Remaining Statement of Line	\$1-\$50,000	60.0%

*Projects over \$50,000 list are negotiable for discounting.

*If item is stocked, SK will not charge ISU for delivery to dock.

*Small order fee on all orders under \$1500 list

Iowa State University - HON State of IA Discounting Delivered

Products	Combined List Per Order	End-User Discount, Tailgate Delivery
Veneer/Laminate Casegoods	\$0-\$50,000	60.1%
	\$50,001-\$250,000	61.7%
	\$250,000+	63.0%
Tables	\$0-\$50,000	60.1%
	\$50,001-\$250,000	61.7%
	\$250,000+	63.0%
Wood/Steel Seating	\$0-\$50,000	60.1%
	\$50,001-\$250,000	62.5%
	\$250,000+	63.8%
Metal Desking	\$0-\$50,000	60.1%
	\$50,001-\$250,000	63.0%
	\$250,000+	64.2%

Discount Price Schedule

Section 2.8.1

Systems Includes: Flagship peds, Abound, Initiate, Simplicity, keyboard trays, system worksurfaces	\$0-\$50,000	69.9%
	\$50,001-\$250,000	71.5%
	\$250,000+	72.4%
Laterals/Storage/Filing	\$0-\$50,000	61.9%
	\$50,001-\$250,000	69.9%
	\$250,000+	70.9%
Accomplish/Smartlink Education products	\$0-\$50,000	60.1%
	\$50,001-\$250,000	61.6%
	\$250,000+	62.9%
Ignition Seating (mesh or fabric)	\$0-\$50,000	60.5%
	\$50,001-\$250,000	61.6%
	\$250,000+	Negotiable

Iowa State University - Palliser Contract Furniture

Products	Combined List Per Order	End-User Discount
All	\$1-\$1,000,000	54.0%
	\$1,000,000+	Negotiable

*Freight will continue to be quoted FOB Saltillo, Mexico at time of quotation, plus applicable fuel surcharges.

Current Freight rates to Iowa (subject to change within 30 days notice):

\$0.81/cube & FSC Full Truckload

\$1.98/cube & FSC Less than Truckload

**To apply ISU logo will be an upcharge