

**CONTRACT AMENDMENT #1****RENEWAL #1**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date listed below.

| <b>STATE OF GEORGIA CONTRACT</b>     |                                             |
|--------------------------------------|---------------------------------------------|
| <b>State Entity's Name:</b>          | Department of Administrative Services       |
| <b>Contractor's Full Legal Name:</b> | The HON Company LLC                         |
| <b>Contract Number:</b>              | 99999-001-SPD0000198-0019                   |
| <b>Contract Description:</b>         | Office, Computer, and Educational Furniture |
| <b>Contract Start Date:</b>          | 11/1/2023                                   |
| <b>Current Contract Term:</b>        | 11/1/2023 – 10/31/2025                      |

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and the parties desire to amend to correct the base period contract term, renew the contract, amend the Section 5 of the eRFQ for SPD0000198, modify the administrative fee and discount structure for the above listed supplier awarded under this Statewide Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. CONTRACT TERM:** The current contract term is corrected to reflect the Begin Date of 12/1/2023 and End Date of 11/30/2025 per the Standard Statewide Contract.
- 2. CONTRACT RENEWAL.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

| <b>NEW CONTRACT TERM</b>                    |                   |
|---------------------------------------------|-------------------|
| <b>Beginning Date of New Contract Term:</b> | December 1, 2025  |
| <b>End Date of New Contract Term:</b>       | November 30, 2026 |

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New

Contract Term” unless the parties agree to renew/extend the contract for an additional period of time.

- 3. PRICE CHANGE LANGUAGE:** In **Section 5: Cost and Pricing** of the eRFQ for SPD0000198, the contract language is hereby amended from:

*“Discount percentages awarded will remain the same per subcategory throughout the term of the statewide contract, including any statewide contract’s renewals and extensions.”*

to:

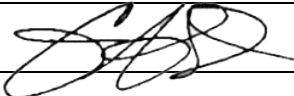
*“Discount percentages awarded will remain the minimum and may be increased but never decreased through the term of the statewide contract, including any statewide contract’s renewals and extensions.”*

**Exhibit A** of this Amendment provides an excerpt from where these changes will take place.

- 4. ADMINISTRATIVE FEE:** This statewide contract is hereby amended to revise the administrative fee from 2% to 1.25%.
- 5. PRICING:** The discount off MSRP structure offered under this Statewide Contract is hereby amended to increase across all products, categories, and subcategories to reflect the reduction in the administrative fee, as shown in **Exhibit B**.
- a. **PRICING EFFECTIVE DATE:** All price changes expressed in this amendment document will take effect as of January 1<sup>st</sup>, 2026, at 12:00am.
- 6. SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and incur to the benefit of the successors and permitted assigns of the parties hereto.
- 7. ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed by their authorized representatives.

#### CONTRACTOR

|                                                                 |                                                                                      |
|-----------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Contractor’s Full Legal Name:<br/>(PLEASE TYPE OR PRINT)</b> | The HON Company LLC                                                                  |
| <b>Authorized Signature:</b>                                    |  |
| <b>Printed Name and Title of Person Signing:</b>                | Eric Schroeder<br>Vice President, Finance                                            |
| <b>Date:</b>                                                    | 09/26/25                                                                             |
| <b>Company Address:</b>                                         | 600 E Second St.<br>Muscatine, IA 52761                                              |

STATE ENTITY

|                                           |                                                                                  |
|-------------------------------------------|----------------------------------------------------------------------------------|
| Authorized Signature:                     | <i>Jim Barnaby</i>                                                               |
| Printed Name and Title of Person Signing: | Jim Barnaby<br>Deputy Commissioner<br>State Purchasing Division                  |
| Date:                                     | 10/15/2025                                                                       |
| Company Address:                          | 200 Piedmont Avenue, S.E., Suite 1804, West Tower<br>Atlanta, Georgia 30334-9010 |

## Exhibit A

### 5.1. General Pricing Rules

By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted pricing must include all costs of performing pursuant to the resulting statewide contract; and
2. Bids containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFQ, will be treated as non-responsive and may not be considered for award; and
3. The Supplier is required to provide net prices. In the event there is discrepancy between a Supplier's unit price and extended price, the unit price shall govern; and
4. In the event there is a discrepancy between (1) the Supplier's pricing as quoted on an uploaded, detailed cost sheet such as an Excel Worksheet and (2) the Supplier's pricing as quoted by the Supplier in one or more single line entries directly into the Sourcing Event screen (for example, "Your Total Line Pricing" and/or "Your Unit Bid Price"), the former shall govern; and
5. The prices quoted and listed in the response shall be firm throughout the first year of the resulting statewide contract, unless otherwise noted in the eRFQ or statewide contract. Suppliers may request to escalate/de-escalate nationally published list prices once annually. ~~The originally awarded discount percentage off nationally published list prices will remain firm through the life of the statewide contract.~~ Discount percentages awarded will remain the minimum and may be increased but never decreased through the term of the statewide contract, including any statewide contract's renewals and extensions. Contract prices shall be firm for the first 12 months of the contract. Awarded suppliers may request price adjustment(s) for the second year of the contract and as part of the contract renewal process. Additionally, all requests for price increase must be made 60 days prior to the end of the first 12 months or 60 days prior to contract renewal. Suppliers who do not upload a new catalog may requests a price increase by submitting justifiable market related documentation, DOAS may take other factors into consideration in the determination of approval of actual price adjustment amounts; and
6. Any additional discount(s) offered to the State must be clearly identified in Tab 5 of the Supplier's response. In the event the State is offered an additional discount, all discounts offered will be applied uniformly to all Authorized Users that meet the requirement of the discount; and

...

### 5.3. Catalog Updates/Price Change Request and Product Additions/Deletions

Suppliers will be allowed to submit a new catalog once annually which includes their updated pricing, the Supplier(s) new catalog will replace any Supplier(s) price increase. Suppliers who do not upload a new catalog may requests a price increase by submitting justifiable market related documentation. Requests that do not include documentation justifying the Suppliers increase request(s) may result in the request(s) being denied. DOAS will use the documentation provided by the Supplier(s) along with any relevant government indexes and benchmarking other states pricing, as the basis for the State's decision.

Submitted price changes will not be effective until the Supplier(s) request is approved by the State. Supplier(s) will honor prices for purchases made prior to the approval of any catalog change. ~~Discount percentages awarded will remain the same per subcategory throughout the term of the statewide contract, including any statewide contract's renewals and extensions.~~ Discount percentages awarded will remain the minimum and may be increased but never decreased through the term of the statewide contract, including any statewide contract's renewals and extensions. Suppliers utilizing the current publicly available list price model, are not eligible for price increases in the subcategories where the current publicly available list price model is utilized.

Suppliers will be allowed to submit product additions/deletions for awarded subcategories in their current catalogs twice (2) annually, during the months of March and September.

### Exhibit B Pricing Schedule

The following is the approved discount structure for the respective products approved under the Statewide Contract for Office, Computer, and Educational Furniture with the supplier as of the date listed in the amendment document.

| Category                                            | DOCK<br>DELIVERY | INSIDE<br>DELIVERY | DELIVERY &<br>INSTALLED |
|-----------------------------------------------------|------------------|--------------------|-------------------------|
| C-1 Case Goods: RTA Laminate                        | 53.3%            | 52.0%              | 48.6%                   |
| C-2 Case Goods: RTA Steel                           | 53.3%            | 52.0%              | 48.6%                   |
| C4 Case Goods: RTU Laminate                         | 53.3%            | 52.0%              | 48.6%                   |
| C5 Case Goods: RTU Steel                            | 55.5%            | 54.3%              | 51.0%                   |
| C-11 Modular: Classroom Furniture                   | 53.3%            | 52.0%              | 48.6%                   |
| C12 Modular: Conference Room Furniture              | 53.3%            | 52.0%              | 48.6%                   |
| C15 Modular: Free Standing                          | 53.3%            | 52.0%              | 48.6%                   |
| C16 Modular Panel Supported and Related Accessories | 67.0%            | 66.1%              | 63.7%                   |
| C18 Modular: Task/Ambiant Lighting                  | 67.0%            | 66.1%              | 63.7%                   |
| C-19 Modular: Visual Presentation System            | 53.3%            | 52.0%              | 48.6%                   |
| C-20 Modular: Ergonomics/Accessories                | 67.0%            | 66.1%              | 63.7%                   |
| C-23 Seating (2) Conference Room Chairs             | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (3) Ergonomic Chairs                   | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (4) Executive Chairs                   | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (5) Folding Chairs                     | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (6) Guest Chairs                       | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (7) High Back Chairs                   | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (8) Mid Back Chairs                    | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (9) Low Back Chairs                    | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (10) Lounge Chairs                     | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (11) Side Chairs                       | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (13) Task Chairs                       | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (14) Benches                           | 53.3%            | 52.0%              | 48.6%                   |
| C-23 Seating (15) Stools                            | 53.3%            | 52.0%              | 48.6%                   |