

QUANTITY PURCHASE AWARD RENEWAL OPTION

Req #: ASA8-8-24

QPA #: 10331

Buyer: KATHY HARRINGTON

To:

BUSINESS FURNITURE LLC

MELANIE GALLAGHER

6102 VICTORY LANE -

INDIANAPOLIS, IN 46278

Whereas on the 10/4/2007, a written Quantity Purchase Award Agreement was entered into by and between BUSINESS FURNITURE LLC and the State of Indiana, acting by and through the Commissioner of the Department of Administration for and on behalf of ALL STATE AGENCY for the supply of FURNITURE-(Steelcase Systems Components & Parts) Whereas the said Quantity Purchase Award agreement contains the following provisions; to wit: the Procurement Division, Department of Administration has the option, with mutual consent of both parties to extend this Quantity Purchase Award for an additional period up to one year after the expiration date of the original Quantity Purchase Award. The State of Indiana, in accordance with the terms and provisions of said Quantity Purchase Award and said option as above set out, hereby extends to the vendor, by virtue of, and under right of the option granted in said Quantity Purchase Award for an additional 180 days beginning 10/4/2009 and ending 4/1/2010.

To vendor: Please sign this Renewal Option and return to the address below. This is not a contract until signed by the State of Indiana.

Department of Administration
Procurement Division
402 W. Washington St. RM W468
Indianapolis, IN 46204-2263
Attn.KATHY HARRINGTON

YES, I wish to renew the present contract.
 NO, I do not wish to renew the present contract.

Non Collusion Statement: This is to certify that the Contractor; being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive pay, and the he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears on the face of the contract.

Note: If a performance bond was required as part of the original bid instructions, a new bond or an extension of the original bond must be returned with the Renewal Option.

Vendor Name Business Furniture address 6102 Victory Way
City, State Indpls, IN ^{L.L.C.} Zip 46278 Contact Name Melanie Gallagher

Vendor Representative BY: [Signature] DATE: 9/23/2009

If this intent is not properly signed and returned to this office by, 09302009, it will be void and the Procurement Division may begin proceedings to make other arrangements.

State of Indiana BY: [Signature] DATE: 9/23/09

Mark W. Everson, Commissioner

Amendment #2 /Renewal #1
EDS Number ASA-8-8-24-10331

This is an Amendment and Renewal to the Quantity Purchase Agreement entered into by and between the Indiana Department of Administration on behalf of All State Agencies (hereinafter referred to as "State") and Business Furniture LLC (hereinafter referred to as "Contractor") dated October 4, 2007. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Due to the volatility of the metals industry changes are necessary to continue this Agreement. The Renewal Option Clause is changed from "Pursuant to IC 5-22-17-4 and the terms of the contract in accordance with the original terms and conditions the parties may by mutual agreement allow an increase not to exceed three percent (3%) at the time of contract renewal."

To the following:

Pursuant to IC 5-22-17-4 and the terms of the contract in accordance with the original terms and conditions the parties may by mutual agreement allow an increase not to exceed four and one-half percent (4.5%) at the time of contract renewal.

Effective October 4, 2008, a one and one-quarter percent (1.25%) commodity surcharge will be added to all orders. The commodity surcharge is due to the industry affects on items of synthetic textiles, plastic resins, paints, stains and coatings. This surcharge is temporary and will be removed when the manufacturer (Steelcase) removes this condition.

To replace the existing Confidentiality of State Information clause with that listed below:

Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as Exhibit A is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated October 4, 2007 to include the above named amendment. The contract term shall commence on October 4, 2007 and shall terminate on October 3, 2009.

Total amount of this action is \$0.00. Total remuneration of this contract is not to exceed \$0.00.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Revised 01/2008

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor: Business Furniture LLC

State of Indiana Agency: IDOA Procurement

Signature: *David C. Barton*
Printed Name: DAVID C. BARTON
Title: CEO
Date: 10/3/2008

Signature: *Katherine L. Harrington*, CPPB
Printed Name: Katherine L. Harrington, CPPB
Title: Manager
Date: 12-15-08

Indiana Office of Technology

N/A
Gerry Weaver
Chief Information Officer
Date: _____

Department of Administration

Carrie Henderson
Carrie Henderson
Commissioner
Date: 12-16-08

State Budget Agency

Christopher A. Ruhl
Christopher A Ruhl
Director
Date: 12-23-08

Office of the Attorney General

Stephen Carter
Stephen Carter
Attorney General
Date: 12-30-08



Business Furniture, LLC Privacy Policy

This Privacy Policy sets forth the general policies and procedures of Business Furniture, LLC with respect to the use and disclosure of "non-public personal information" received by Business Furniture, LLC in connection with the provision of certain services, to customers, vendors and employees. In addition to private information about individuals, this Privacy Policy also applies to confidential Customer information and data ("Customer Information") that Business Furniture; LLC may receive from Customers in the course of providing products and services.

It is the policy of Business Furniture, LLC not to use Personal Data and Customer Information (all together referred to as "Confidential Information") they receive from Customers except in connection with the provision of the Business Furniture Services (or otherwise in accordance with law) and to safeguard Confidential Information that they receive from Customers. Business Furniture may change this Privacy Policy from time to time, including as necessary or appropriate based on changes to the business and operation of Business Furniture, LLC and changes to regulations/laws.

It is the policy of Business Furniture, LLC not to use or disclose Confidential Information received from Customers except in connection with the Business Furniture, LLC Services. Such uses or disclosures may include, for example, those that are usual, appropriate, or acceptable to carry out the Business Furniture Service for which the information was given or a transaction related thereto, to maintain accounts, to provide confirmations and statements, to provide access to data services and for record keeping purposes. Business Furniture, LLC may also disclose Confidential Information as permitted or required by law. It is the policy of Business Furniture, LLC not to disclose Confidential Information to third parties for marketing purposes.