

Between the State of Minnesota and Steelcase Inc.

State of Minnesota Contract No. 00000000000000000000141112 (141112)

Name: Chris Marquette or successor
Title: Acquisition Management Specialist
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Office of State Procurement
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St. Paul, MN 55155
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4. Authorized Signature: The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

- a. The Minnesota Participating Addendum
- b. The NASPO ValuePoint Master Agreement
- c. The NASPO ValuePoint Solicitation
- d. Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

IN WITNESS WHEREOF, the parties have executed the Participating Addendum as of the date of execution by all parties below.

**1. Contract Vendor:
Steelcase Inc.**

The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Signature
Eddy Schmitt
Printed Name

Title: Senior Vice President, Americas

Date: 9/11/2018

By: _____
Signature

Printed Name

Title: _____

Date: _____

**2. Government Entity:
State of Minnesota
Office of State Procurement**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: [Signature]

Title: Acquisition Management Specialist

Date: 9-12-2018

**3. State of Minnesota
Commissioner of Administration
Or delegated representative.**

By: Original signed

Date: SEP 13 2018

by Kia McFarlin

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

- a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
 - b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
 - c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
 - d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
 - e. **Contract Vendor, Contractor.** These terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum unless a distinction is approved by the State and set forth in the contract award.
 - f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.
2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract term will begin on August 16, 2018, or on the date of Participating Addendum execution, whichever is later, to January 21, 2023, unless terminated early or extended in accordance with the terms and conditions of the master agreement or this participating addendum.
3. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.
- The State reserves the right to authorize delegate(s) to audit this Contract and transactions.
4. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
5. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.

- 6. INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the negligent performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

- 7. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 8. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including reasonable legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

- 9. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 10. GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.
- 11. JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

12. HUMAN RIGHTS/AFFIRMATIVE ACTION. The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Workforce Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

13. EQUAL PAY CERTIFICATION. If the Response to this solicitation could be in excess of \$500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

14. PAYMENT. Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

15. PURCHASE ORDERS (PO). The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

16. PURCHASING CARDS. The Contract Vendor will accept a purchasing card or purchase order, without passing the processing fee for the purchase to the ordering entity. The State's single card purchasing limit is \$5,000.00 per transaction.

17. TAXES. DO NOT add sales tax to the prices being offered for product. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are required to submit an ST3 form to their suppliers. See [website at http://www.revenue.state.mn.us](http://www.revenue.state.mn.us).

If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the Ordering Entity.

SALES TAX WHEN FURNISHING LABOR. Add any applicable State or Federal sales tax to the prices being offered for services and labor. The State will pay applicable State or Federal sales tax on labor to the Contract Vendor.

18. SHIPPING REQUIREMENTS. All shipments shall be FOB Destination. Freight/delivery charges are included in the cost of the furniture. Additional freight/delivery charges may be added to the invoice if the Ordering Entity requested expedited or special delivery requirements and the additional charges were approved in writing prior to delivery.

- 19. DEFAULT.** All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. Substitute product purchased pursuant to this Section must be of similar quality and in similar quantities to the product specified in the purchase order. Any such rights to cancellation and/or reprocurement are subject to giving the Contract Vendor advanced written notice of the default and reasonable opportunity to cure for defaults that are curable.
- In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
- 20. ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.
- 21. INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.
- If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.
- 22. PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.
- 23. TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.
- 24. ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.
- 25. PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

- 26. AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Contract will be noted when they are offered in compliance with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract will state when a product is in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product does not meet or exceed the ADA requirements.
- 27. USAGE REPORT.** The Contract Vendor is required to furnish usage data to the State's Authorized Representative on a quarterly basis based on the state fiscal year which begins on July 1. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report on the Contract usage must consist of the total dollars expended by both State Agencies and CPV members. Usage data should also include detailed descriptions of the product and fabric purchased and any environmental information available through the Contract Vendors reporting system. Environmental data should include compliance with the Healthier Hospitals Initiative Healthy Interiors Challenge (Y/N), and BIFMA level certification level. Additional reports may be requested as needed to review usage and environmental purchases. Failure to provide these reports may result in Contract cancellation.
- 28. MINNESOTA REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** On a quarterly basis, the Contract Vendor shall return to the Department of Administration, Office of State Procurement, a fee of .5% (.005 multiplication factor) of the total sales during that quarter, to assist with the cost of administering the Participating Addendum. The administrative fee shall be remitted to the State within 30 days of the end of the quarter. The quarter periods are July 1 to September 30 (1st Quarter), October 1 to December 31 (2nd Quarter), January 1 to March 31 (3rd Quarter), and April 1 to June 30 (4th Quarter). The report must be submitted with the check on or before the required 30 days after the end of the quarter
- 29. SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.
- 30. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
- 31. COPYRIGHT.** The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
- 32. SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Warranty agreements that were entered into under the terms and conditions of the Agreement may survive the expiration or termination of this Agreement pursuant to the warranty terms.
- 33. PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.
- 34. E-VERIFY CERTIFICATION.** For services in excess of \$50,000, the Contract Vendor certifies that as of the date of services performed on behalf of the State, the Contract Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. This is required by Minnesota Statutes Section 16C.075. The Contract Vendor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available on OSP website www.mmd.admin.state.mn.us.

All subcontractor certifications must be kept on file with the Contract Vendor and made available to the State upon request.

35. HAZARDOUS SUBSTANCES. To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

36. SUBCONTRACTOR PAYMENT (When Applicable). In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.

The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

37. TAXPAYER IDENTIFICATION: The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.

38. STATE'S NON-INDEMNIFICATION. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.

39. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053). The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

40. FUNDING OUT CLAUSE. Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

Minnesota Exhibit B

Minnesota General Terms, Conditions, and Specifications Services Performed by the Contract Vendor or Authorized Dealer

DEFINITIONS.

Contract Vendor/Authorized Dealers (Contract Vendor): For purposes of Minnesota Exhibit B, a Contract Vendor is the Contract Vendor or their Authorized Dealer, as Contract Vendor's subcontractor, designated to coordinate purchases of product and provide services requested by the ordering entity including design and project management.

Design Services: Design Services include space planning, installation plans, furniture migration strategies, reconfiguration plans for existing systems, assistance with furniture selection, interior office design, and computerized installation drawings.

INSTALLATION IS NOT PART OF THIS CONTRACT.

- 1. AUTHORIZED DEALERS:** The Contract Vendor may determine if they want their authorized dealer to receive purchase orders and payments, or have all purchase orders and payments directed to them. The Contract Vendor shall identify their authorized dealer and contact information including their MN Vendor Number on the pricing schedule. The Contract Vendor shall be responsible for providing a vendor number for their authorized dealer that reflects the correct information including the order address and remit to address and to maintain that information in the State's procurement system over the life of the contract.
- 2. PRICING.** Pricing for the product offered under this contract is attached. Price increases for product are allowed when approved by the lead state for the NASPO ValuePoint Master Agreement MA147 and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

For design and project management services provided under this Contract, the Contract Vendor must complete the services price schedule attached to this Participating Addendum for each Authorized Dealer that will perform those services for the Contract Vendor. Prices submitted under this Participating Addendum must take into consideration all inherent costs of providing the requested services. The State will not pay any additional charges beyond the price(s) listed in the price schedule, unless otherwise provided for by law or expressly allowed by the terms of the NASPO Master Agreement. Prices offered on the services price schedule shall be in effect for 12 months after the execution of the Participating Addendum. After that period, prices may increase no more than once per calendar year. Price increases should be requested 30 days prior the proposed price increase. Price increases are not effective until they are approved by the AMS and set forth in a fully executed amendment to the contract.

- 3. QUOTES. The Contract Vendor shall include a sample quote when returning the signed PA.** The Contract Vendor must provide a firm price quote to the ordering entity. Once the ordering entity has accepted the price quote and a purchase order is issued, no changes in price or product can be made by the Contract Vendor unless agreed upon, in writing, by the ordering entity. At no time will any terms and conditions included in a vendor's quote or other documents change the terms and conditions of the Contract. In the event of a conflict in language between any documents provided to an ordering entity by a Contract Vendor, the terms and conditions set forth in the Contract and any later fully executed amendment documents shall prevail.

Payment shall be for actual products received and work performed, and shall not exceed any quoted price unless the Contract Vendor receives written approval of the changes and a purchase order from the ordering entity prior to the products being delivered or services performed. The quote must be in writing, reference the State Contract Release F-379(5), reference the Contract number, and be in the same format as the sample quote form submitted with the PA and approved as an attachment to the Contract award documents, unless an alternative format is approved in writing by the Acquisition Management Specialist.

The price quote should include:

- Contract Vendor's name
- Name of contract vendor's representative providing the quote
- Date of quote
- Contract Vendor Price List name and date used for the quote
- State Contract Release F-379(5) and Contract number
- Detailed description of the Contract product or item being provided. Individual price, quantity and extended price
- Detailed description of the services that will be provided, the title of the person performing the service. Price per hour, number of hours and extend price
- Detailed description of Charges for mileage, lodging and meals
- Total price for all products/items/services quoted

- Expiration date of quote
- Standard delivery costs are included in the cost of the furniture and cannot be listed as a separate line on the quote unless the charge is for expedited or special delivery that has been accepted in writing by the ordering agency and included on the purchase order.

Additional information may be required by the ordering entity so pricing can be verified. The Contract Vendor must provide quotes within five (5) calendar days of receipt of the request for a quote unless an alternate timeline has been accepted by the ordering agency. Prior to fulfilling any order through this Contract, the Contract Vendor must receive written confirmation from the end user that the quote has been received, understood, and accepted. This confirmation must be in the form of a purchase order. The Contract Vendor shall not deliver product or start any service prior to receiving a purchase order.

4. INVOICES. Responder shall include a sample invoice when returning the signed PA. The Contract Vendor will be responsible for providing an invoice within thirty (30) days following the completion of an order. The invoice must be in the same format as the sample invoice submitted with the PA and approved as an attachment to the Contract award, unless an alternative format is approved in writing by the Acquisition Management Specialist.

- Quote number and purchase order number
- Invoice number
- Contract Vendor Price List name and date used for the quote and invoice
- State Contract Release F-379(5) and Contract number
- Detailed description of the Contract product or item being invoiced. Individual price, quantity and extended price.
- Detailed description of the services, date services were provided, the title of the person performing the service, price per hour, number of hours and extend price.
- Detailed description of Charges for mileage, lodging and meals
- Product/item/service price and extended price
- Total price for all products/items/services delivered
- Standard delivery costs are included in the cost of the furniture and cannot be listed as a separate line on the quote unless the charge is for expedited or special delivery that has been accepted in writing by the ordering agency and included on the purchase order.

Additional information may be required by the ordering entity so costs can be verified.

5. CONTRACT VENDOR RESPONSIBILITIES. The Contract Vendor must prepare an assessment of the ordering entity's furniture needs including an inventory of existing furniture, taking field measurements and preparing a standard design/installation plan. The accuracy of all facility dimensions and obstructions including radiators, outlets, switches, thermostats and fire extinguishers shall be the Contract Vendors sole responsibility.

The Contract Vendor is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in a detailed component list. Estimates of required services must include the title of the person performing the services, estimated number of hours and what will be accomplished during that time, per hour cost and extended cost. Prior to beginning any project, the ordering entity representative or project manager shall review the plans with the Contract Vendor and approve the plans or request necessary changes in writing. Once the plans have been approved a purchase order will be issued prior to any work being done by the Contract Vendor.

The Contract Vendor must work with the ordering entity project manager to establish mutually acceptable time frames for the project, create and monitor a schedule, notify the ordering entity project manager, within a timely manner, if the scheduled time frames will not be met and establish new time frames acceptable by the ordering entity.

The Contract Vendor shall coordinate the required delivery and address any issues of damaged product. If products or parts are missing or found to be defective at assembly time, the Contract Vendor is responsible for the quick shipment or replacement of the missing or defective parts.

Additional requirements as agreed upon by the Contract Vendor and the ordering entity must be outlined in the project scope, quote and purchase order.

6. **MILEAGE, LODGING AND MEALS.** The State may pay mileage, lodging and meal expenses when travel to and from the job site is outside the Responders normal service area noted in the services cost schedule. Charges for mileage, lodging and meals must be detailed on the quote and invoice. Only expenses per the State of Minnesota's Commissioner's Plan will be allowed under the Contract. Any agreed upon charges for travel mileage rates, lodging, and meal expenses are per the current State of Minnesota Commissioner's Plan, posted to the OSP website: <http://www.mmd.admin.State.mn.us/commissionersplan.htm>.

Per Diem costs for meals may be charged for a project but require prior written approval from the ordering entity. Per Diem for meals must be estimated and included as part of the quote. The State shall be billed at the actual cost of the meal or the maximum reimbursement amount, whichever is less. The State may require receipts for any meal reimbursement requested by the Contractor under the provisions of the Contract.

The accumulated mileage must be from most direct route from the Contract Vendors nearest service location to the job site. The State reserves the right to use the mileage found in MapQuest™ or a similar program to determine mileage. The State will not pay any mileage, labor costs, or per diem associated with travel to pick up materials or to replace or repair damaged product.

Any mileage or lodging costs exceeding the quote amount agreed upon must be approved in writing by the ordering entity in writing prior to the costs being incurred.

Labor costs shall be billed for the time the Contract Vendor is working on the job site.

7. **STORAGE.** The Contract Vendor is responsible for storage of products prior to the delivery and installation date as established on the purchase order unless agreed upon by the ordering agency and the Contract Vendor. The Contract Vendor may be asked to store product beyond the normal delivery date if the office space is not ready for the delivery. Storage costs incurred after the established delivery date may be passed on to the ordering agency only after those costs have been approved in writing by the ordering agency. Storage cost must be included in the pricing pages and set forth in the resulting contract. Payments will not be made for furniture that is in storage at a site other than the ordering entity's delivery location.
8. **ENVIRONMENTAL PURCHASING.** Products will be listed on the Contract under two tiers. Tier 1 will include the products that meet the Healthier Hospitals Healthy Interiors Challenge criteria. All other products will be added as Tier 2. State agencies will be directed to purchase Tier 1 products unless they have a written exception from the State of Minnesota Contract Manager to purchase product from Tier 2. Products considered to be Tier 2 can be moved to Tier 1 if that product passes the Healthier Hospitals Healthy Interiors Challenge criteria. Products that meet the Healthier Hospitals Healthy Interiors Challenge criteria may be added to the contract if they fall within the original scope of the solicitation, are approved by the Master Contract Lead, and are added to the PA with a fully executed amendment.

ATTACHMENT D

NASPO ValuePoint - MA147, State of Minnesota Participating Addendum 141112

Steelcase Product and Discount Summary

June 2018	Discount from List Price - Drop Ship %		
	\$1-\$50,000	\$50,001-\$150,000	\$150K +
Systems Furniture and Accessories			
Monolithic Systems & Accessories			
Avenir, Series 9000	68.85%	71.86%	73.87% or more**
Answer, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Duo Storage w/ Answer	66.84%	68.34%	69.85% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	66.84%	66.84%	66.84% or more**
Standard Lighting, Utility Lighting	66.84%	66.84%	67.84% or more**
Adj Tables - Series 5	53.27%	53.77%	54.78% or more**
Frame and Tile & Accessories			
Answer, Montage, Univ Itc/Otc Bins/Shelves, Universal System Worksurfaces, Univ System Wksf-Wood, Duo Storage w/ Answer & Montage	66.84%	68.34%	69.85% or more**
Kick Systems, Ts Bins & Shelves, Ts Worksurfaces	66.84%	66.84%	66.84% or more**
Standard Lighting, Utility Lighting	66.84%	66.84%	67.84% or more**
Adj Tables - Series 5	53.27%	53.77%	54.78% or more**
Balance of Worktools Products (with some Exceptions), Privacy, Bottomline, LED Linear, LED Personal, LED Shelf, Underline	48.75%	49.75%	49.75% or more**
Seating			
Protégé, Player	58.80%	59.80%	61.81% or more**
Criterion	68.85%	68.85%	68.85% or more**
462 Leap	58.80%	59.80%	60.81% or more**
media:scape, Brody Lounge, B Free, Umami	43.72%	44.73%	44.73% or more**
464 Leap Work Lounge	49.75%	50.76%	51.76% or more**
487 Cachet, 490 Move, Node, Node Health	52.77%	53.77%	54.78% or more**
Amia, Think, Reply	55.28%	55.78%	56.79% or more**
Steelcase Series 1	54.27%	55.28%	56.79% or more**
Gesture	55.28%	55.78%	56.79% or more**
Aspekt, Cura, Leela, Malibu, Mitra, Neighbor, Outlook Express, Outlook Hawthorne, Outlook Jarrah, Outlook Nikko, Outlook Sequoia, Sieste, Tava, Regard, Verge, Sorrel, X-tenz, Empath, Mineral, Surround, Balance of Health	44.73%	46.74%	46.74% or more**
Cobi, i2i, Kart, Qivi	50.76%	51.76%	52.77% or more**
Max Stacker III, Balance of Steel	57.79%	58.80%	59.80% or more**
Siento, Alcove, Collaboration, Escapade, Mingle, Oriana, Snodgrass 474 Wood, Terrazo, Topaz, Balance of Wood	50.76%	52.77%	52.77% or more**
Bivi, Campfire, Crew, Jack, Jenny, Scoop, Shortcut, Uno, Lincoln, Buoy, alight, Sawyer, Balance of Turnstone	53.77%	57.79%	57.79% or more**
Coalesse Astor, Await, Bix, Bob, Capa, Circa, Coupe, Davos, Evaneau, Hosu, Joel, Lagunitas, Massaud, Millbrae, Montara650, Passerelle, Ripple, Sidewalk, SW_1, Swathmore, Switch, Thoughtful, Together, Topo, Visalia, Bindu, Chord, Enea, Enea Lottus, Kathryn, Lox, Last Minute, Emu collection, Wrapp, LessThanFive, Balance of Coalesse	50.76%	50.76%	51.76% or more**
Desks/Tables			
Kick Freestanding	66.84%	66.84%	66.84% or more**
Answer Freestanding, Universal Pedestals, Universal Tables	66.84%	68.34%	69.85% or more**
c:scape, FrameOne, Divisio Screens	50.76%	52.77%	55.28% or more**
Context, Post and Beam, Balance of Steelcase Steel	57.79%	58.80%	59.80% or more**
Univ Underworksurface bookcase, 900 Series Underworksurface Lateral, Universal Underworksurface Lateral, Univ Storage Laminate	62.82%	63.82%	64.83% or more**
TS Fixed Pedestals, TS Underworksurface Laterals	60.81%	62.82%	63.82% or more**
Opus, Folio, Ainsley, Davenport, Waldorf, Aspekt, Leela, Mitra, Outlook Hawthorn, Outlook Jarrah, Outlook, Sequoia, Regard, Sieste, Sorrel, Tava, Sync, Pocket, Relay Arm, Exchange, Park, Senza, Waldorf, Neighbor, Opus, Freestanding, Chart Box, Mobile Overbed Tables, Balance of Health	44.73%	46.74%	46.74% or more**
media:scape, Thread Floor Power, ScapeSeries, Fitwork, B Free	43.72%	44.73%	44.73% or more**
Adj Tables - Ology	52.77%	53.77%	55.78% or more**
Adj Tables - Migration	56.79%	57.29%	58.29% or more**
Verb	51.76%	54.78%	54.78% or more**
Elective Elements	52.77%	54.78%	54.78% or more**
Garland, Walden, Impact, Flexframe, Convene, Balance of Wood	50.76%	52.77%	52.77% or more**
Currency, Payback, Bivi, Tour, Groupwork, Campfire, Jenny, Simple, Bassline, alight, Balance of Turnstone	53.77%	57.79%	57.79% or more**
Adj Tables - Series 5, Series 7, Series Bench	53.27%	53.77%	54.78% or more**
Akira & Runner Tables, Univ Privacy Modesty Scrn	50.76%	51.76%	52.77% or more**
Adj Tables - Airtouch	57.79%	61.81%	61.81% or more**
Coalesse Au Lait, Avon, Await, Ballet, Blx, Bob, Circa, Denizen, Diekman, E-Table 2, Enea, Enea Lottus, Free Stand, GH_1, Holy Day, Host, Lagunitas, Millbrae, Montara650, Passerelle, Potrero415, Reunion, Sebastopol, Sidewalk, Soft Leaf, SW_1, Switch, Train, Trees, Balance of Coalesse	50.76%	50.76%	51.76% or more**
Filing and Storage			
TS 200 Series Laterals, Overfile Cabinets, Balance of Steel	57.79%	58.80%	59.80% or more**
Ts Fixed Pedestals, TS Laterals, Ts Mobile Pedestals, Ts Tower Too, Ts Underworksurface Latera	60.81%	62.82%	63.82% or more**
Univ Bookcases, Univ Combination Cabinets, Univ Storage Cabinets, Univ Towers, Univ Wardrobe Cabinets, Univ Workstation Verticals, Universal Storage Acc., 900 Series Laterals, Universal Laterals, Univ Storage Laminate, High Density Storage	62.82%	63.82%	64.83% or more**
Univ Pedestals	66.84%	68.34%	69.85% or more**
Garland, Victor2, Walden, Balance of Wood	50.76%	52.77%	52.77% or more**
Currency, Payback, Bivi, Tour, Balance of Turnstone	53.77%	57.79%	57.79% or more**
Folio, Ainsley, Opus, Sonata, Davenport, Park, Senza, Waldorf, Balance of Health	44.73%	46.74%	46.74% or more**
Coalesse Denizen, Exponents, New Exponents, Host, Sidewalk	50.76%	50.76%	51.76% or more**
EXCEPTIONS			
<ul style="list-style-type: none"> Steelcase Steel and Wood Price Lists: New Products, eno Accessories, eno Whiteboards, Low Profile Floor, Premium Whiteboards, Privacy Walls; PW LSG Framing, QT Pro, Room Wizard 2.0, Space Analytics, STC Steelcase Worktools Price Lists: New Products. Turnstone Price Lists: New Products Coalesse Price Lists: New Products, Arzu, Carl Hansen Steelcase Health Price Lists: New Products. 			
OTHER			
<ul style="list-style-type: none"> Only orders from Steelcase Steel, Steelcase Wood, and Steelcase Worktools Price Lists may be combined for the purpose of defining order size. Terms and Conditions for the delivery and installation of architectural products will be negotiated on a project-by-project basis. 			
To access the Price List for Steelcase, Inc. use the following link: https://www.steelcase.com/states/wsca-state-minnesota/			

**F-379(5) Office Furniture Related Services
Price Schedule**

VENDOR NAME: _____ Atmosphere Commercial Interiors
VENDOR ADDRESS: _____ 81 S 9th St. Suite 450, Minneapolis, MN 55402

MINNESOTA VENDOR NUMBER: 0000215298 – 016
CONTACT INFORMATION: _____ Greg Whitehead, Vice President
(612) 343-5876
greg.whitehead@atmosphereci.com

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. **Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.**

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. _____ X Yes _____ No

OR

List County Names for which you are offering services:

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after, and Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	\$78
	Design	Hour	\$78
Weekday Evening Cost	Project Manager	Hour	\$78
Weekend/Holiday Cost	Project Manager	Hour	\$78

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK:

\$0.75 per square foot *per month*

ADDITIONAL COSTS. Include description and cost:

No additional costs. If services/duties outside of those listed are required, rates will be provided upon request

**F-379(5) Office Furniture Related Services
Price Schedule**

VENDOR NAME: _____ Burgher Office Equipment
VENDOR ADDRESS: _____ 101 East Chestnut, Virginia, MN 55792

MINNESOTA VENDOR NUMBER: 195055

CONTACT INFORMATION: _____ Owner: Jim Givens
Phone: 218-749-2661
E-Mail: JG@burgheroffice.com

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. **Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.**

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. _____ Yes _____ X No

OR

List County Names for which you are offering services:

St. Louis County

Beltrami

Lake

Cook

Itasca

Kooching

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after, and Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	\$40
	Design	Hour	\$75
Weekday Evening Cost	Project Manager	Hour	\$60
Weekend/Holiday Cost	Project Manager	Hour	\$80

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK: \$0.80

ADDITIONAL COSTS. Include description and cost: _____

**F-379(5) Office Furniture Related Services
Price Schedule**

VENDOR NAME: _____ Duluth Type & Business Furniture Company
VENDOR ADDRESS: _____ 30 North Third Ave West
MINNESOTA VENDOR NUMBER: _____ 215298005
CONTACT INFORMATION: _____ John Santori 218-722-5811

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. **Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.**

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. _____ x _____ No

OR

List County Names for which you are offering services:

<u>St. Louis</u>	<u>Crow Wing</u>
Lake	Cass
Cook	Beltrami
Carlton	Koochiching
Pine	
Aitkin	
Itasca	

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after, and Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	50
	Design	Hour	75
Weekday Evening Cost	Project Manager	Hour	75
Weekend/Holiday Cost	Project Manager	Hour	100

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK:

0.85

ADDITIONAL COSTS. Include description and cost:

**F-379(5) Office Furniture Related Services
Price Schedule**

VENDOR NAME: _____ General Office Products
VENDOR ADDRESS: _____ 4521 Highway 7
MINNESOTA VENDOR NUMBER: _____ 215298
CONTACT INFORMATION: _____ Ryan Carlson, 952-925-7543, rcarlson@gopco.com

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. **Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.**

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. _____ ☒ Yes _____ No

OR

List County Names for which you are offering services:

All Counties

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after, and Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	\$60
	Design	Hour	\$70
Weekday Evening Cost	Project Manager	Hour	\$60
Weekend/Holiday Cost	Project Manager	Hour	\$60

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK:

0.85

ADDITIONAL COSTS. Include description and cost:

F-379(5) Office Furniture Related Services Price Schedule

VENDOR NAME: _____ Hannaher's, Inc.
VENDOR ADDRESS: _____ 3803 Main Ave. Fargo ND 58103
MINNESOTA VENDOR NUMBER: _____ IR668419
CONTACT INFORMATION: _____ CharRae Chwialkowski
 _____ Charrae@hannahers.com
 _____ 701-277-7222

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. X Yes No

OR

List County Names for which you are offering services:

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after, and Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	\$65
	Design	Hour	\$65
Weekday Evening Cost	Project Manager	Hour	\$97.50
Weekend/Holiday Cost	Project Manager	Hour	\$130

CREW TYPE: Installation
LIST OF DUTIES: PM, deliver, install, clean up

CREW TYPE:
LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK: \$3

ADDITIONAL COSTS. Include description and cost: Mileage @ \$5 per mile over 30 miles one way.

**F-379(5) Office Furniture Related Services
Price Schedule**

VENDOR NAME: _____ Interstate Office Products
VENDOR ADDRESS: _____ 228 S Main Avenue, Sioux Falls, SD 57104

MINNESOTA VENDOR NUMBER: 0000215298 012

CONTACT INFORMATION: _____ Kristi Christensen
605-275-3131
kchristensen@i-o-p.com

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. **Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.**

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. _____ X _____ Yes _____ No

OR

List County Names for which you are offering services:

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after, and Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	\$ 95.00
	Design	Hour	\$ 95.00
Weekday Evening Cost	Project Manager	Hour	\$ 142.50
Weekend/Holiday Cost	Project Manager	Hour	\$ 142.50

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK: \$ 0.25

ADDITIONAL COSTS. Include description and cost: _____

**F-379(5) Office Furniture Related Services
Price Schedule**

VENDOR NAME: _____ SCHMIDT GOODMAN OFFICE PRODUCTS, INC.
VENDOR ADDRESS: _____ 1920 NORTH BROADWAY ROCHESTER MN 55906
MINNESOTA VENDOR NUMBER: _____ 0000215298 008
CONTACT INFORMATION: _____ SAM SAGDALEN 507-536-3477 S.SAGDALEN@SCHMIDTGOODMAN.COM
CARILEE SUTTON 507-536-3456 C.SUTTON@SCHMIDTGOODMAN.COM

Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. **Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.**

The Responder must include any applicable State or Federal sales tax in their pricing for labor

The prices listed below are for all counties in Minnesota. _____ Yes _____ X _____ No
OR

List County Names for which you are offering services:

Dodge, Faribault, Fillmore, Freeborn, Goodhue, Houston, Mower, Olmsted, Rice, Steele, Wabasha, Waseca, Winona

Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.

Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.

Weekend/Holiday Cost: 4:01 p.m. (Friday) to 7:29 a.m. (Monday) - includes State designated holidays.

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Day after, Christmas Day.

Hourly costs shall be per person per hour. Responders can add additional crew types if needed.

Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.

Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Project Manager	Hour	\$50
	Design	Hour	\$75
Weekday Evening Cost	Project Manager	Hour	\$75
Weekend/Holiday Cost	Project Manager	Hour	\$100

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT

\$0.80

ADDITIONAL COSTS. Include description Worksurface cuts

\$100 per cut