

**MINNESOTA NASPO VALUEPOINT
PARTICIPATING ADDENDUM WITH STEELCASE INC.**

AMENDMENT NO. 1 TO MASTER MA147, MN CONTRACT NO. 141112, RELEASE NO. F-379(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), in cooperation with NASPO ValuePoint and Steelcase Inc., 901 44th Street, Grand Rapids, MI 49508 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. 141112, August 22, 2018, through January 21, 2023 ("Contract"), to provide Furniture: Seating, Systems, Office and Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 141112 has been amended to allow the Minnesota Ordering Entity to submit Purchase Order(s) directly to the authorized Steelcase dealerships and to allow the authorized dealerships to invoice the Ordering Entity.
2. Authorized Dealers will be required to complete and return the Installation Rider (Attachment B) in accordance with Attachment A for every project where installation is required. Steelcase Authorized dealers within the State of Minnesota territory have been identified as the following: General Office Products, Hannaher's Inc., Burgher Office Equipment Company, Duluth Typewriter & Business Furniture, Schmidt Goodman Office Products, Inc., Interstate Office Products, Atmosphere Commercial Interiors.
3. The Steelcase NASPO ValuePoint Price list 186 will be deleted April 14, 2019 and replaced with the prices set forth in Price List 190 according to Amendment #1 NASPO ValuePoint MA147.
4. All other terms, and conditions remain unchanged.

This Amendment is effective beginning April 15, 2019, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. STEELCASE, INC.

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

By: [Signature]
Signature
Eddy Schmitt
Printed Name
Title: Senior Vice President, Americas
Date: April 29, 2019
By: _____
Signature
Printed Name
Title: _____
Date: _____

2. OFFICE OF STATE PROCUREMENT

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

By: [Signature]
Title: Acquisition Management Specialist / Buyer
Date: 4-30-19

3. COMMISSIONER OF ADMINISTRATION

Or delegated representative,

By: [Signature]
Date: 4/30/2019

Attachment A- Construction Terms and Conditions

RESPONSIBLE INSTALLER OR SUBCONTRACTOR REQUIREMENT (Minn. Stat. § 16C.285, Subd. 3.) Applicable to Projects Estimated to Exceed \$50,000. Installer or Subcontractor is required to comply with the requirements of Minn.Stat. §16C.285, Subd.3 by verifying through a signed statement under oath by an owner or officer that the Installer or Subcontractor meets the minimum criteria under Minn.Stat. § 16C.285, Subd.3. Installer or Subcontractor shall submit copies of the signed certification of compliance to the State Agency/CPV Member.

PAYMENT AND PERFORMANCE BONDS. The Installer or Subcontractor must have the capability to provide a payment and performance bond per project (furnish equipment and installation) that is quoted \$175,000 or greater per Minn. Statute 574.26.

The Installer or Subcontractor shall furnish the Performance Bond and a Labor and Material Bond (individually a "Bond" and collectively Bonds) to the public entity that has accepted a quote. The Performance Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the faithful performance of the Contract, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Order sum as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such Bonds shall be on forms approved by or provided by the Owner and shall name the Owner as primary Oblige.

The surety issuing the Bonds shall be satisfactory to the Owner, be licensed to issue Bonds in the State of Minnesota, shall be rated by A.M. Best an A-(minus) or better, and shall be within the limit set by the Treasury Department as the net limit on any single risk for the surety, or if co-sureties are utilized, the amount of each Bond shall be within the total of such limits set for a surety and any such co-sureties. There shall be no affiliation between the Installer or Subcontractor and any bonding agencies or agent used.

In the event of change orders that result in an increase in the Contract or Order Sum, the penal sum of each Bond shall increase in the amount of such change in the Contract or Order sum without obtaining the surety's consent up to a maximum of 10% of the penal sum. Any aggregate increase in the excess of 10% of the original penal sum shall require the surety's written consent. The Installer or Subcontractor shall be responsible for getting the consent, and shall submit a copy of such consent to the Owner.

If the Owner determines that the surety providing the bonds no longer meets the requirements the Installer or Subcontractor shall obtain an adequate replacement surety that will provide acceptable bonds in the same form and amount as the bonds issued by the original surety. The Installer or Subcontractor shall pay the premium(s) on such new Bond(s). The Installer or Subcontractor acknowledges that further payments to the Installer or Subcontractor may not be made until the new surety has been qualified and approved.

COMPLIANCE WITH TAX LAW REQUIREMENTS.

- A. The State cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC134) to the Minnesota Department of Revenue. The Contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Architect/Engineer to receive final payment.
- B. Every subcontractor working on the Project must submit an approved "Contractor Affidavit" from the Minnesota Department of Revenue to the Contractor before the Contractor can file its own Contractor Affidavit. The Contractor is strongly encouraged to obtain the certification from each Contractor immediately following the Subcontractor's completion of work on the project. Delays in completing the forms until after the project is complete may result in significant additional work for the Contractor in collecting the required forms.
- C. The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the "Employment Taxes & Employer Responsibilities Seminar" or similarly offered classes. You can find a schedule and more information on the Department's website at: <http://www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx>

Complying with this requirement is considered part of the Work under this Contract. Contractor delay in complying with this requirement may cause the State to delay final payment and Contract Acceptance. The State may also report non-compliance to the Department of Revenue, which may result in enforcement action by the Department of Revenue.

CONTRACTOR JOBS REPORTING. The Installer or Subcontractor is hereby advised that this project is funded all or in part by state bond funds or general fund-financed projects included in capital investment bills and subject to the reporting requirements of Minn. Stat. § 16A.633, subd. 4.

Jobs Reporting form and requirements/instructions are located at: <http://mn.gov/admin/government/construction-projects/manuals-guidelines-forms/forms/> (scroll to "Construction Contract Forms", click on "Jobs Reporting Form and Instructions"). Installer or Subcontractor should use the most current form available at this location when submitting completed Jobs Reporting forms at time of project completion.

BUILDING CONSTRUCTION INSTALLER OR SUBCONTRACTOR REGISTRATION. Per Minn. Stat. § 326B.701, unless exempt, any person, as defined by Minn. Stat. § 181.723, subd. 1(a), who performs public or private construction services must register with the Department of Labor and Industry (DLI). Registration is required prior to receiving a contract award.

- A. Building construction Installer or Subcontractor and business entities providing public or private sector commercial or residential building construction or improvement services must be registered with DLI.
- B. The registration requirement does not apply to workers and businesses that are already licensed, registered, or certified with the Department of Labor and Industry, nor does it apply to employees.
- C. Installer or Subcontractor will be able to verify that Installer or Subcontractors are registered on the searchable Department of Labor and Industry Installer or Subcontractor Look-up website.
- D. The law provides for penalties for failure to register, hiring unregistered Installer or Subcontractor, misclassifying employees, and coercing others to form a business entity.

For additional information and to register go to www.dli.mn.gov/register or contact the Department of Labor and Industry at 651.284.5074 or email: dli.register@state.mn.us.

RIGHT TO INSPECT AND REQUIRE WORK. Any work performed that is not in conformance with the specifications of the Contract, or the legal requirements governing the work, shall be subject to rejection. All rejected work shall be immediately replaced or modified at the Installer or Subcontractor's expense so as to conform to the Contract. If the State determines that the work being performed by the Contract is not in strict conformance with the Contract, the State shall have the right to order the work of the Installer or Subcontractor wholly or partially stopped, or suspended until any nonconforming work has been corrected. Such stoppage or suspension shall not invalidate or modify any terms of the Contract and no extra compensation or reimbursement will be allowed to the Installer or Subcontractor by reason of such stoppage or suspension.

WORK NOT PERMITTED AND/OR REQUIRES REAL ESTATE AND CONSTRUCTION SERVICES APPROVAL.

Repair work, new installations or extension of an existing system covered by this Contract does not extend to modification of building structural, mechanical, or electrical components, even though this work may be incidental to – and or necessary for – repair/modification unless approved in advance by the Department of Administration, Real Estate and Construction Services (RECS). Should such work be required, immediately notify the facility director/representative to contact RECS (website: <https://mn.gov/admin/about/contact-us/recs.jsp>) to ensure qualified professional building design resources are involved in undertaking such modifications.

REMOVED ITEMS AND CLEAN-UP. The Installer or Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. Upon completion of the work, the Installer or Subcontractor shall remove and legally dispose of waste materials, rubbish, the Installer's or Subcontractor's tools, equipment, machinery, and surplus materials from and about the project premises and surrounding area daily. The cost of cleanup performed by the State Agency as a result of the Installer's or Subcontractor's failure to provide the cleanup required by this solicitation shall be deducted at the actual cost to the State from the Contract sum.

SAFETY. The State, the State's authorized representative, or CPV member agree to furnish safe and free access to all areas of work covered by this Contract for the purpose of executing the terms of this Contract. At its option, the State, the State's authorized representative, or CPV member may request, and the Installer or Subcontractor will comply, that a member of the Installer's or Subcontractor's staff be removed from working on projects for unsafe practices, violations of the Contract procedures, or other problems.

The Installer or Subcontractor shall take all reasonably necessary steps to provide for the safety of, and prevent damage, injury, or loss to:

- A. All persons
- B. The building and all other real or personal property at the work site.
- C. All equipment at the building, under the care, custody or control of the Installer or Subcontractor or any of its employees.

The Installer or Subcontractor shall promptly notify the State, the State's authorized representative, or CPV member if, during the term of the Contract, the Installer or Subcontractor observes or otherwise learns of any conditions which:

- A. In the Installer's or Subcontractor's judgment, poses a threat to the safety of person or property;
- B. Adversely affects the equipment; or
- C. Is in violation of any applicable codes or regulations.

WORKMANSHIP AND LICENSES. Employ personnel skilled and experienced for the specific task required. Licensed journeymen shall be employed where required by law. Workmanship shall be of the highest quality and performed in a neat and expeditious manner. Qualified supervision shall be at the site when work is progressing.

All Installers or Subcontractors shall conform to the labor laws of the State of Minnesota and all other laws, ordinances, and legal requirements affecting their work in Minnesota.

All materials, equipment, fixtures, apparatus, etc. shall be new unless specifically indicated otherwise. Materials, equipment, etc. specified must be manufactured, installed or applied in accordance with the directions of the manufacture, or the governing association and/or laws, unless specifically shown otherwise. The generally recognized governing association guidelines and instructions will be the basis for review whether or not Installer or Subcontractor or manufacture subscribes or belongs to said association.

FIRE SAFETY INSTRUCTION FOR INSTALLER OR SUBCONTRACTOR. Installer or Subcontractor are required to adhere to all current codes, standards and safety rules that are in effect at the time of the work being performed. These include, but are not limited to, building codes, electrical codes, safety codes, and owner's personnel/property protection codes. Installer or Subcontractors are responsible for obtaining the owner's personnel/property protection requirements from the facility in which they are performing the work. Installer or Subcontractor will also implement a "hot-work" and/or "impairment" safety program during the performance of their work if applicable.

HAZARDOUS MATERIALS. If hazardous materials are suspected or discovered during work operations, stop work and notify the ordering State agency, the State's authorized representative, or CPV member. Hazardous materials include, but are not limited to, asbestos containing materials, lead, PCB's, pollutants, contaminated soil, and mercury. Do not proceed with work until a written notice to continue work on the project is received by the ordering State agency, the State's authorized representative, or CPV member.

PREVAILING WAGE. All State funded or partially State funded work against this contract is subject to the prevailing wage requirements pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120 as established by the Minnesota Department of Labor and Industry. Specifically, all Installers or Subcontractors and all tiers of Subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Work under this contract includes, but is not limited to, Class 704 Carpenter

The Installer or Subcontractor shall furnish to the Contracting Authority and the Project Owner all payrolls, of all workers on the project, via email as attachments, to the email address provided on the purchase order. If an email address is not included on the purchase order, contact the Contracting Authority to obtain the appropriate email address.

The Installer or Subcontractor must submit the State of Minnesota Prevailing Wage Payroll Report and Statement of Compliance Form within fourteen (14) days after the end of each pay period. The forms are available on the Office of State Procurement (OSP) website at <http://www.mmd.admin.state.mn.us/mn02000.htm>. No other payroll forms will be accepted to meet this requirement.

The Installer or Subcontractor must complete the Prevailing Wage Payroll Report in Microsoft Excel, and the Statement of Compliance in an Adobe PDF format. The subject line of the email must provide the company name, contract/purchase order number, and pay period ending dates.

The Department of Labor and Industry has a web page with Frequently Asked Questions about prevailing wages at <http://www.dli.mn.gov/ls/FaqPrevWage.asp>. For questions regarding the Prevailing Wage Laws, contact the Department of Labor and Industry at 651.284.5091.

Federal Davis-Bacon Prevailing Wage. Federally funded or partial federally funded projects are subject to the Davis-Bacon Act which requires that all Installers or Subcontractors and all tier of Subcontractors performing on federally funded projects performing on federally assisted contracts under the related Acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered purchase orders.

If a project is federally funded and Davis-Bacon prevailing wages are required, the requesting agency or CPV member shall notify the Installer or Subcontractor of this requirement upon a request for quotation. The requesting state agency or CPV member must download the Davis-Bacon wage determination for the county in which the project will take place. See Federal Wage Determinations Onlin.gov at <http://www.wdol.gov/dba.aspx>.

If State and federal funds are being used to fund a project both State and federal prevailing wage requirements and wage rates must be included on the order.

CPV REQUIREMENTS. To avoid any statutory penalties, each CPV member is subject to Minn. Stat. §§ 177.41 to 177.44, and while performing work on public works projects funded in whole or in part with state funds, who issue purchase orders against a State annual contract for construction need to collect certified payroll records containing the information required in Minn. Stat. § 177.30.

How to Provide Information for the Minnesota Department of Transportation (MnDOT):

After receiving orders from MnDOT, Installer or Subcontractors are required to provide payroll information in the time frame specified by Statute and in the method specified by MnDOT below.

To meet Minn. Stat. § 177.43 requirements, the Installer or Subcontractor shall submit payroll forms according to MnDOT (Office of Construction, Transportation Building, Mail Stop 650, 395 John Ireland Blvd., St. Paul, MN 55155-1899) requirements.

- A. All Installer or Subcontractors shall submit a payroll statement to the Department of Transportation, Minn. Stat. § 177.44, Subd. 7. The statement shall be submitted based on the Installer or Subcontractor's payment schedule. If an Installer or Subcontractor pays its employees biweekly, a payroll statement shall be submitted biweekly (MnDOT Contract Administration Manual, Section .320). All Installer or Subcontractors shall pay its employees at least once every 15 days on a date designated in advance by the employer (Minn. Stat. §181.10).
- B. Each Statement submitted shall include all employees that performed work under the contract and provide at a minimum the following information (Minn. Rules 5200.1106, Subpart 10 and Minn. Stat. § 177.30):
 1. Installer's or Subcontractor's name, address, and telephone number
 2. State project number.
 3. Payroll report number.
 4. Project location.
 5. Workweek ending date.
 6. Name, social security number, and home address for each employee.
 7. Labor classification(s) and/or three-digit code for each employee.
 8. Hourly straight time and overtime wage rates paid to each employee.
 9. Daily and weekly hours worked in each labor classification, including overtime hours for each employee.
 10. Authorized legal deductions for each employee.
 11. Project gross amount, weekly gross amount and net wages.
- C. Payroll records may be submitted in any form provided it includes all the information contained in Subpart A (1-11) of this section. However, Installer or Subcontractors needing a payroll form may utilize the "front side" of the U.S. Department of Labor's, WH-347 Payroll Form. This form is available by visiting the Labor Compliance website (www.dot.state.mn.us/const/labor).
- D. All payroll records must be accompanied with a completed and signed MnDOT 21658 – Statement of Compliance Form (Minn. Rules 5200.1106, Subpart 10).
- E. The Installer or Subcontractor is responsible for assuring that its payroll records include all employees that

performed work under this contract and accurately reflect the hours worked, regular and overtime rates of pay and classification of work performed (Minn. Stat. §177.30(1)(2)(3)(4)).

- F. The Installer or Subcontractor is responsible to maintain all certified payroll records, throughout the course of a construction project and retain all records for a period of three years after the final contract voucher has been issued (Minn. Stat. § 177.30(4)).
- G. At the end of each pay period, each Installer or Subcontractor shall provide every employee, in writing an accurate, detailed earnings statement (Minn. Stat. § 181.032).
- H. Upon request from the Minnesota Department of Labor and Industry (MN/DLI) or the Department of Transportation, the Installer or Subcontractor shall promptly furnish copies of payroll records for its workers, along with records, deemed appropriate by the requesting agency to determine compliance with these contract provisions (Minn. Stat. § 177.44, subd. 7 and Minn. Rules 5200.1106, Subpart 10).
- I. At the Department of Transportation's discretion, the project engineer may administer the submission of payroll records according to MnDOT's Payroll Maintenance Program. The guidelines for the implementation and administration of this program are outlined in the MnDOT Contract Administration Manual, Section A(4)(d).
- J. If, after written notice, the Installer or Subcontractor fails to submit its payroll reports and certification forms the Department of Transportation may implement the actions prescribed in State Funded Construction Contracts Special Provisions Division A – Labor, Section XVI. NON-COMPLIANCE AND ENFORCEMENT available online at: <http://www.dot.state.mn.us/const/labor/documents/contractdocs/specprovdvstate.pdf>.

Minnesota Department of Labor and Industry Prevailing Wages for State Funded Construction Projects

The prevailing wage rates for Minnesota Counties is on Minnesota Department of Labor and Industry's website at:

<http://www.doli.state.mn.us/business/employment-practices/prevailing-wage-commercial-rates>

CLASS 704 CARPENTER

INSURANCE REQUIREMENTS.

FAILURE TO COMPLY WITH ALL INSURANCE REQUIREMENTS

LISTED ON THE FOLLOWING "INSURANCE

REQUIREMENTS" WILL PREVENT CONTRACT FROM BEING

EXECUTED. IF IN DOUBT ABOUT THE INSURANCE REQUIREMENTS

OR ABILITY TO COMPLY, CONTACT INSURANCE AGENT

IMMEDIATELY.

