

NASPO ValuePoint
PARTICIPATING ADDENDUM NO.
PO-10700-00013609
("Addendum")



OFFICE FURNITURE AND RELATED SERVICES

Led by the State of Utah

Master Agreement #: MA3967

Contractor: **MILLERKNOLL, INC.**

Participating Entity/State: **STATE OF OREGON**

On March 16, 2022, the State of Utah ("Lead State") issued Request for Proposals CT22-79 on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint") and other purchasing entities seeking offers from qualified and responsible proposers to provide Office Furniture and Related Services. Lead State executed Master Agreement No. MA3967 ("Master Agreement"), which consists of contract terms and conditions and other attachments.

The State of Oregon ("State" or "Oregon") is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services ("DAS PS"), on behalf of the State of Oregon and its agencies and members of the Oregon Cooperative Procurement Program ("ORCPP") ("Purchasing Entity"), has elected to participate in the Master Agreement, subject to the terms and conditions of this Addendum as a Participating State, also and in the alternative referred to in the Master Agreement as a Participating Entity. This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

DAS PS and Contractor agree:

Master Agreement Terms and Conditions:

1. Scope:

Goods and Services and Prices Available under Addendum. This Addendum covers the NASPO ValuePoint Master Agreement for Office Furniture and Related Services led by the State of Utah for use by state agencies and other entities located in the Participating State of Oregon authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

The products and services listed on the Contractor page of the NASPO ValuePoint website (See <https://naspovaluepoint.org/portfolio/office-furniture-and-related-services-2023-2028/> at the prices listed therein (subject to any additional fees, including vendor -collected administrative fees) in the following categories:

Category 1: Office Seating and Accessories

Category 2: Lounge and Public Seating and Accessories

Category 3: Desks and Tables and Accessories

Category 4: Panel Systems and Accessories

Category 5: Storage and Accessories

In addition, recycling or donation/reuse services are also available, prices for which will be negotiated directly between Purchasing Entity and Contractor.

1.1. Terms and Conditions; Order of Precedence. This Addendum contains additional terms and conditions applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement, and a Contract, the following descending order of precedence applies:

- 1) This Addendum, less its exhibits;
- 2) Exhibit 1 of this Addendum (Oregon Terms and Conditions);
- 3) Special Terms and Conditions of a Contract;
- 4) Statement of Work of a Contract;
- 5) Additional insurance requirements of a Contract;
- 6) Exhibit 2 of this Addendum (Insurance);
- 7) Exhibit 3 of this Addendum (Contractor Data);
- 8) Exhibit 4 of this Addendum (Purchase Order form),
- 9) Terms and conditions of the Master Agreement and its exhibits and attachments and then,
- 10) Terms and conditions or other provisions included in any preprinted or online Contractor materials, guidelines, specifications, underlying Contractor agreements or Contractor policies, or any other provisions related to the Services published by Contractor after the Effective Date of this Addendum and not added through the amendment process.

1.2. The above referenced exhibits to this Addendum are hereby incorporated by this reference. Nothing in this Addendum limits Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1 applies.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Oregon ("Purchasing Entities"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Contractor

Name:	MillerKnoll, Inc.
Address:	855 East Main Ave, Zeeland MI
Telephone:	(616) 654-8843
Email:	Preston_Ziegler@millerknoll.com

Participating Entity

Name:	Keri Ashford
Address:	1225 Ferry Street SE, Salem, OR 97301
Telephone:	(971) 349-2399
Email:	keri.a.ashford@das.oregon.gov

4. Participating Entity Modifications or Additions to the Master Agreement. These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

[XX] The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to the provisions set forth in Exhibits 1-5.

5. Selection of Contractor: This Addendum is not exclusive. Purchasing Entities with appropriate authority may acquire the products and services from other contractors and through other State of Oregon procurement processes. Purchasing Entities that are not State Agencies may select the contractor of the Purchasing Entity's choice in compliance with applicable statute and rules.

If a State Agency Purchasing Entity with authority or authorization (see Section 2) elects to utilize the Master Agreement(s) for the Goods or Services, and more than one Contractor holds a Master Agreement for the Services under an Addendum with Participating State, such Purchasing Entity may elect to award Contracts to one or more of the Contractors holding a Master Agreement or the State Agency Purchasing Entity shall follow the selection process below.

5.1. Contractor Selection Process, Large Purchases. From time to time, State Agency Purchasing Entities may purchase Goods or Services from Contractor or other contractors, and shall use one of the following selection processes for all purchases over the small procurement threshold (currently \$10,000):

- 5.1.1. Brand Name or Sole Source Justification - A documented brand name justification in compliance with applicable statute and rule; or
- 5.1.2. Best Value Analysis – Purchasing Entity may request and conduct a comparison of the offers based upon a best value analysis. Purchasing Entity shall:
 - 5.1.2.1. Contact all Contractors holding a Participating Addendum for the Goods and Services via phone or e-mail and request a written, responsive quote for the anticipated Services. Quoted rates must not exceed the most competitive rates and discounts set forth in Contractor's Master Agreement. However, Contractor may agree to extend specialized, discounted pricing based on the Purchasing Entity's requirements by providing a specific quote to the Purchasing Entity
 - 5.1.2.2. Determine which Contractor provides the best value for Purchasing Entity based on Purchasing Entity's application of some or all of the following factors:
 - Applicable preferences;
 - Applicable discounts and incremental pricing options;
 - Shipping costs;

- Delivery process and service levels;
- Installation, maintenance and repair service levels;
- Applicable warranties;
- Contractor's past performance record through reference checks;
- Contractor's service area;
- Inventory levels;
- Price comparison of the current market value of Services similar to the Services;
- Comparison of pricing to MSRP;
- Life-cycle costing including expected life, salvage value and discounted total cost of ownership.

5.1.2.3. Document its procurement files describing the process, considerations, findings, and decisions used for determining the Contractor selected through the Best Value Analysis.

5.2 Contractor Selection Process, Small Purchases. For purchases under the small procurement threshold (currently \$10,000), a State Agency Purchasing Entity with appropriate authority may select the Contractor of its choice in compliance with applicable statute and rule.

5.3 Threshold. State Agency Purchasing Entities may enter into Contracts under this Addendum for any dollar amount without further delegation of procurement authority from DAS PS. Notwithstanding the foregoing DAS PS delegation, State Agency Purchasing Entities must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required

6. Lease Agreements: “Reserved”.

7. Subcontractors: All contractors, dealers, and resellers authorized in the State of Oregon, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement and this Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

9. Tax Compliance: Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, “tax laws” includes: (i) all tax laws of this state, including but not limited to ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or

intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 9 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation entitles DAS PS or Purchasing Entity to terminate this Addendum or the applicable Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Exercise of the right of setoff and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Purchasing Entity's setoff right, without penalty; and Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.
- DAS PS or Purchasing Entity may recover any and all damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS PS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10. Participating Addendum Integration: This Addendum, including its exhibits, and the Master Agreement set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected.

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

Participating Entity: THE STATE OF OREGON, acting by and through the Department of Administrative Services, Procurement Services	Contractor: MillerKnoll, Inc.
Signature:	Signature: DocuSigned by:  D96B69CE6D14447...
Name: Keri Ashford	Name: Jay Lanenga
Title: State Procurement Analyst	Title: Director of Contracts
Date:	Date: January 12, 2023 3:21 PM EST

Exhibit 1

Oregon Specific Terms and Conditions

- 1. Applicability.** This Addendum pertains to Office Furniture and Related Services (“Goods and Services”), including related intellectual property (such as documentation) to be provided by Contractor to Purchasing Entities under Contracts entered into under this Addendum.
- 2. Definitions.** The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

“Contract” means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Addendum, including a Purchase Order, the terms and conditions of this Addendum, terms required by the Master Agreement, additional terms required by the Purchasing Entity, and all its exhibits and attachments.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, Procurement Services.

“ORCPP” means the “Oregon Cooperative Purchasing Program”. State agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities may become members of the ORCPP and then are authorized to use statewide contracts in the State of Oregon.

“Master Agreement” means the Master Agreement #MA3963 between Contractor and the State of Utah, on behalf of the member states of the National Association of State Procurement Officials and the NASPO ValuePoint, and its attachments, as may be amended from time to time. The Master Agreement together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Goods and Services described in the Master Agreement.

“Purchase Order” means a purchase document submitted to Contractor by an Purchasing Entity that is part of the Contract, and specifies the quantity and type of Goods and/or Services that Contractor will provide to the Purchasing Entity under the Contract.

“Purchasing Entity” means an executive department agency of the State of Oregon with authority, or with advance written authorization from a State Agency with authority, that enters into a Contract with Contractor, or an ORCPP member that enters into a Contract with Contractor.

“State” for the purposes of this Addendum, means the State of Oregon.

3. Purchase Orders.

3.1 Form of Purchase Orders. Purchasing Entities may use their own forms for Purchase Orders. State Agencies may use the Purchase Order, substantially in the form attached to this Addendum as Exhibit 4. To the extent the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order must contain, on the front page, the following language:

**THIS PURCHASE IS PLACED AGAINST THE STATE OF UTAH MASTER
AGREEMENT MA3967. THE TERMS AND CONDITIONS OF THE MASTER
AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM ENTERED**

INTO BY THE STATE OF OREGON, NO. PO-10700-00013609 APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

3.2 Intended Beneficiaries. DAS PS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Addendum.

The Purchasing Entity and Contractor are the only parties to a Contract, unless the Contract specifically states otherwise, and are the only parties entitled to enforce a Contract's terms.

Contractor shall look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Goods and/or Services and the resulting contractual relationship, if any, with each such contracting party. The State bears no liability for and expressly disclaims any liability for purchases made by State Agencies without the authority or authorization described in this Addendum, non-State Agency Purchasing Entities, or any other entity.

3.3 Verification of Purchasing Entities that are ORCPP members. Contractor shall verify that it provides Services under this Addendum only to Purchasing Entities that are ORCPP members or that are State Agencies with appropriate authority or written authorization. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

4. Payment Provisions. Purchasing Entity's obligation to make payment under this Addendum, if any, and the obligation to pay late charges is subject to ORS 293.462.

5. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or any Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Addendum.

6. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).

Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAF) as outlined at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>. The VCAF is a charge equal to 2.0% of Contractor's gross total sales, less any credits, made to Purchasing Entities during the reporting period..

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any Contracts entered into by Purchasing Entities under this Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS PS and Purchasing Entity that:

7.1 Contractor has the power and authority to enter into and perform this Addendum and each Contract entered into under this Addendum, and that this Addendum and any

Contract entered into under this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms.

- 7.2** Goods will be new, unused, current production models, where applicable, and will be free from defects in materials, design and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Goods conform to the specifications and meet or exceed all quality and safety standards set forth in the RFP;
- 7.3** All Services to be performed under Contracts entered into under this Addendum will be performed in accordance with the highest applicable professional or industry standards, and that only workmanship of the first quality shall be employed in the performance of this Addendum;
- 7.4** Contractor shall transfer to or secure on behalf of Purchasing Entity all manufacturer's warranties covering Goods, if any at time of delivery at no charge; and
- 7.5** Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. Indemnification.

- 8.1 General Indemnity.** Contractor shall defend, save, hold harmless and indemnify the Purchasing Entity and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, statutory penalties, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors or agents under the Addendum.
- 8.2 Infringement Indemnity.** Contractor shall, at Contractor's sole expense, defend, save, hold harmless and indemnify Purchasing Entities and the State of Oregon and their agencies, subdivisions, officers, employees and agents from and against any and all costs, damages, attorneys' fees, and any and all costs resulting from, relating to, or arising out of a claim that any aspect of the Goods or Services furnished under a Contract infringes a patent, utility model, industrial design, copyright, mask work, trademark, trade dress, or any other legally cognizable intellectual property right of any third party (an "Infringement Claim").
- 8.3 Control of Defense and Settlement.** Contractor's obligation to indemnify Purchasing Entity as set forth in this Addendum is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware that may be the subject of those sections. Contractor shall have control of the defense and settlement of any claim that is subject to Section 8; however, neither Contractor nor any attorney engaged by Contractor may defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an

important governmental principle is at issue and the State of Oregon desires to assume its own defense.

8.4 Remedies. If any Services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum or a Contract based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing Services, or replace or modify the Services so that they become non-infringing; provided that the replacement or modified Service meets the specifications set forth in the applicable Contract to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will terminate the allegedly infringing Services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing Services.

9. Term and Termination of Addendum.

9.1 Term. Subject to DAS PS' right to terminate this Addendum, it is the intent of the parties that this Addendum be co-terminus with the Master Agreement. In the event the Lead State extends the term of the Master Agreement, the term of this Addendum will extend to such new expiration date without further action by DAS PS. This Addendum remains in effect until the earlier of (i) the expiration or termination of the Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.

9.2 Termination for Convenience. DAS PS may terminate this Addendum, in whole or in part, at any time upon 30 calendar days' prior written notice to Contractor.

9.3 DAS PS Right to Terminate for Other Reasons. DAS PS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor, or at such later date as DAS PS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

9.3.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Addendum.

9.3.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under this Addendum is prohibited or the State is prohibited from paying for such Service from the planned funding source.

9.3.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.

9.4 DAS PS' Right to Terminate for Cause. In addition to any other rights and remedies DAS may have under this Addendum, DAS PS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor of Contractor's material breach of this Addendum or under one or more Contracts.

9.5 Upon receipt of written notice of termination, Contractor will stop performance under Contracts if and as directed by State.

9.6 Termination under any provision of this Addendum does not extinguish or prejudice State's or an Purchasing Entity's right to enforce this Addendum or a Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Purchasing Entity to indemnification by Contractor.

10. Term and Termination of Contracts.

- 10.1** Individual Contracts may be terminated at any time by written consent of Purchasing Entity and Contractor.
- 10.2** Purchasing Entity may, at its sole discretion, terminate a Contract, in whole or in part, upon 30 calendar days' written notice to Contractor.
- 10.3** Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:
 - 10.3.1** Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Contract.
 - 10.3.2** Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Services under the Contract is prohibited or Purchasing Entity is prohibited from paying for such Services from the planned funding source.
 - 10.3.3** Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any department or State Agency.
 - 10.3.4** Contractor commits any material breach of this Addendum or the Contract and has failed to cure the breach within the time set forth in the Contract or notice.
- 10.4** Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by Purchasing Entity.
- 10.5** Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Contract (including this Addendum) for Services delivered and accepted by Purchasing Entity.

11. Compliance with Law.

- 11.1 Compliance with Law Generally.** Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Addendum, and Contracts entered into under this Addendum, as may be modified or adopted from time to time. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and

state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS PS' Purchasing Entity's performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

11.2 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.

11.3 Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract. Each party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within 30 calendar days of the enactment of any such change.

11.4 Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS PS or Purchasing Entity to terminate this Addendum or a Contract for cause.

11.5 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.

12. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311-192.478, and the provisions for the Custody and Maintenance of Public Records, ORS 192.005-192.710. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS PS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to DAS PS' or Purchasing Entity's release of documents to entities other than participating agencies or other State Agencies. Contractor shall be

exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

13. Recycled Products. Contractor will use, to the maximum extent economically feasible in the performance of this Addendum or any Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

14. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, to or notices to be given under a Contract will be given in writing by personal delivery of an electronic transmission or the notice or mailing the notice, postage prepaid, at the address or number set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

14.1 As between Contractor and State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth in the Addendum.

15. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

16. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS PS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities who are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Addendum or a Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

17. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the

Addendum or any Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

18. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

19. Access to Records. Contractor will maintain all fiscal records relating to its performance under this Addendum and each Contract in accordance with generally accepted accounting principles and will maintain any other records relating to its performance in such a manner as to clearly document Contractor's performance. Purchasing Entity, the State and its agencies, and the Oregon Secretary of State Audits Division and its duly authorized representatives, will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Contracts entered into under this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or any Contract, whichever date is later.

20. Severability. If any term or provision of this Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum or Contract did not contain the particular term or provision held to be invalid.

21. Survival. Any terms of this Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

22. Insurance. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 2, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met. A Purchasing Entity may require additional amounts or types of insurance under a Contract.

23. Amendments. This Addendum may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law. A Contract may only be modified in writing agreed to and executed by the parties and approved in accordance with applicable law.

24. Waiver. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Addendum does not constitute a waiver by the State of that or any other provision.

Exhibit 2 Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit prior to performing under this Participating Addendum and any Contract and shall maintain it in full force and at its own expense throughout the duration of this Participating Addendum and all warranty periods Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS.

Workers' Compensation Insurance. All employers, including Contractor, that employ subject workers in the State of Oregon must comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126. Contractor must also ensure that each of its approved subcontractors complies with these requirements.

General Liability Insurance. Contractor must obtain and maintain, at its own expense, for the duration of this Participating Addendum and any Contract, general liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000, for each occurrence and \$2,000,000 aggregate for bodily injury and property damage. It must include contractual liability coverage for the indemnity provided under this Contract.

Automobile Liability Insurance. Contractor must obtain, at Contractor's expense, and keep in effect during the term of this Participating Addendum and any Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence must not be less than \$1,000,000.

Additional Insureds. The State of Oregon, DAS PS and their divisions, officers and employees are included as additional insureds under the General Liability and Automobile Liability policies, but only with respect to the Goods or Services that Contractor will provide under this Participating Addendum and any Contract.

Notice of Cancellation or Change. Contractor must not cancel, cause a material change in, reduce its limits for or omit or intend not to renew the insurance coverage required under this Participating Addendum without 30 calendar days' prior written notice from Contractor or its insurers to DAS PS.

Certificates of Insurance. As evidence of the insurance coverage required under this Participating Addendum, Contractor must furnish acceptable insurance certificates to DAS PS before providing the Goods or commencing the Services and annually thereafter. The certificates must specify all of the parties who are additional insureds. Insuring companies must be authorized to sell insurance in the State of Oregon. Contractor must be financially responsible for all pertinent deductibles, self-insured retention, and self-insurance.

Exhibit 3
Contractor Data

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): MillerKnoll, Inc.

Street address: 855 East Main Ave.

City, state, zip code: Zeeland, Michigan, 49464

Email address: Preston_Ziegler@millerknoll.com

Telephone: (616) 654-8843 **Fax:** ()

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☒ NO

Business Designation: (Check one box):

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Sole Proprietorship

☒ Corporation

☐ Partnership

☐ Other

Exhibit 4
Purchase Order

		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #	
Purchasing Entity's Authorized Representative				Purchase Order Date		Requisition No.	
Contractor Name and Address				Purchasing Entity's Invoicing Address			
Contractor FEIN		Price Agreement number		Purchasing Entity's Authorized Representative Email Address			
Deliver to Address				Purchasing Entity's Authorized Representative Phone and Fax Number			
Delivery Schedule or Delivery Date							
Item	Description	Quantity	U/M	Unit Price	Net Price		
				Sub Total			
				Freight			
				Total			
This Purchase Order, in addition to any exhibits or addenda attached, is placed against Master Agreement MA3967 and Oregon Participating Addendum No. PO-10700-00013609. The terms and conditions contained in the Addendum apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.							
Agency's Authorized Representative to Make Purchase				Date			