Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

May 9, 2023

SENT VIA EMAIL TO: ContractManager@HonCompany.com

Eric Schroeder
The HON Company LLC
200 Oak Street
Muscatine IA 52761

Dear Mr. Schroeder:

The following documents are enclosed for you to complete and return:

Participating Addendum 000000000223927 [Contract No. 223927] for Office Furniture through NASPO ValuePoint Contract No. MA3970 which includes the following:

- Minnesota Exhibit A and Exhibit B, showing the Minnesota General Terms, Conditions, and Specifications.

Please sign and return **all sets** of documents, **VIA EMAIL**, to **Justin Patrick** at the following email address justin.patrick@state.mn.us above address by **Date May 10, 2023.**

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Justin Patrick

Justin Patrick
Acquisition Management Specialist
Enclosure

PARTICIPATING ADDENDUM

NASPO ValuePoint

For Office Furniture and Related Services

Between the State of Minnesota and The HON Company LLC

NASPO ValuePoint Contract No. MA3970

State of Minnesota Contract No. 000000000000000000223927 [Contract No223927]

1. **Scope:** Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made. The products and services included in this PA are identified as:

   Office Seating and Accessories. Office Seating and Accessories includes general purpose office chairs that are normally used in an office environment and may include, but are not limited to those seating styles typically referred to as: conference/executive chairs, task chairs, side/guest chairs, nesting folding chairs, tablet armchairs and stools.

   Lounge and Public Seating and Accessories. Lounge and Public Seating and Accessories includes products with single seat units, units with multiple seating positions within one unit or ganged seating units, and folding chairs. Public and lounge seating may be ganged/connected. Seating in this category would normally be used in indoor common/shared spaces such as waiting, reception, visitor seating, restaurant and dining settings and other gathering areas. Seating units that must be attached to the building structure for support or stability purposes and general purpose or task-oriented office chairs are not included.

   Desks, Tables, and Related Products and Accessories. Desks, Tables, and Related Products and Accessories include products intended for use in commercial office, institutional and training environments; including retail spaces and restaurants. Tables may be collapsible and/or stackable. Tables with attached seating are excluded.

   Panel Systems and Accessories. Panel Systems and Accessories include panel systems, screens, panel supported systems, and various hang on components.

   Storage and Accessories. Storage and Accessories include freestanding, mobile, and wall mounted storage units and shelving, bookcases, filing cabinets, pedestal filing cabinets, wardrobes, and other similar functioning storage products.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, Exhibit B, and Exhibit C which are attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A, Exhibit B, or Exhibit C and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A, Exhibit B, or Exhibit C shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name:	Justin Patrick or successor
Title:	Acquisition Management Specialist
Address:	Minnesota Department of Administration

Office of State Procurement
50 Sherburne Ave., 112 Administration Bldg.
St. Paul, MN 55155
Telephone: 651.201.2436
Fax: 651.297.3996
E-mail: justin.patrick@state.mn.us

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: The HON COMPANY LLC	2. Government Entity: State of Minnesota Office of State Procurement
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.	In accordance with Minn. Stat. § 16C.03, Subd. 3.
By: DocuSigned by: Eric Schroeder 2AD0865B724B481... (Signature)	By: DocuSigned by: Justin W Patrick D0517CF9A9854F3...
Eric Schroeder Eric Schroeder (Printed Name)	Title: Acquisition Management Specialist
Title: Vice President, Finance	Date: 5/10/2023
Date: 5/10/2023	3. State of Minnesota Commissioner of Administration Or delegated representative.
By: ____ (Signature)	By: DocuSigned by: Luke Jannett 0266C0BD8EF44DE...
____ (Printed Name)	Date: 5/10/2023
Title: ____	
Date: ____	

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. **DEFINITIONS.**

a. **CPV Members.** The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website www.mmd.admin.state.mn.us.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

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 and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.

f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. **EFFECTIVE DATE and CONTRACT PERIOD**. The Contract shall be effective upon the date of final execution by the State of Minnesota and Contractor. The Contract term will begin on January 22, 2023, or on the date of Participating Addendum final execution, whichever is later, to January 21, 2028, unless terminated early or extended in accordance with the terms and conditions of this Contract.

3. **STATE AUDITS** Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

4. **ANTITRUST.** Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

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.**

6.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

6.2 Nothing within this Contract, 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 Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

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 Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, 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 under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

9. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

10. **GOVERNING LAW, JURISDICTION AND VENUE.** Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. **AFFIRMATIVE ACTION.**
The State intends to carry out its responsibility for requiring affirmative action by its contractors.

11.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor 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, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

11.2 General. Minn. R. 5000.3400-5000.3600 implements 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 contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. 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, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

11.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

11.3.1 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.

11.3.2 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.

11.3.3 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.

11.3.4 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. 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.

11.3.5 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.

11.4 Consequences. The consequences for the Contractor’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 this Contract by the Commissioner or the State.

11.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12. **EQUAL PAY CERTIFICATION.** If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

13. **PAYMENT.** The State will pay the Contractor or Authorized Dealer (as defined in Section 37 of this Exhibit A) pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read “Net 30 days.” Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

    The payment for each order will only be made for goods received or services actually performed that have been accepted by the Ordering Entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

14. **CONDITIONS OF PAYMENT.** All services delivered by the Contractor or Authorized Dealer under this Contract must be performed to the State’s satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor or Authorized Dealer will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

15. **PURCHASE ORDERS (PO).** The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

16. **PURCHASING CARDS.** The Contractor or Authorized Dealer must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State’s single purchase maximum on the Contract is $5,000 on the purchasing card, but it may be increased with the State’s and the Contractor’s or Authorized Dealer’s approval.

17. **TAXES. DO NOT** add sales tax to the prices being offered. Effective July 1, 1995, State Agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. Although it is not required by the Department of Revenue, State Agencies will complete and submit the ST3 Form to the Contract Vendor upon request. See http://www.revenue.state.mn.us.

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

SALES TAX WHEN FURNISHING LABOR. The State's Direct Pay permit will not apply for orders against a contract awarded through this Contract. The Responder must include in their response prices any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized.

If orders are issued by CPV members, the Contractor or Authorized Dealer should confirm all of the tax requirements with the Ordering Entity.

18. **SHIPPING REQUIREMENTS.** All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the Ordering Entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the Ordering Entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor or Authorized Dealer must be able to deliver to the person specified on the purchase order. These situations are considered "non-standard" delivery services and additional delivery charges may apply. Any applicable charges will be negotiated between the Authorized Dealer and Ordering Entity at time of quote prior to order placement.

19. **DEFAULT.** If the Contractor fails to perform according to the Contract terms and conditions, except as provided in Section 20 below, the State is authorized to cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services of similar cost, function, design, and quality and charge the difference of costs to the defaulting Contractor. Any such rights to cancellation and/or reprocurement are subject to giving the Contractor advanced written notice of breach of the Contract and a reasonable opportunity to cure of no less than ten (10) business days. In the event Contractor does not cure a breach of contract, the State reserves the right to pursue any other remedy available by law including removal from the vendors list or suspension or debarment from receiving a Contract.

20. **FORCE MAJEURE.** No party shall be liable for any failure or delay in the performance of its obligations under this Contract if delayed or made impossible or commercially impracticable due to any cause beyond the reasonable control of the party (including; acts of God, pandemics, labor disputes, compliance with government regulations, equipment failure, shortages in transportation, inability to obtain labor or raw materials, or delays in the performance of suppliers or subcontractors), in which event the nonperforming party shall be excused from its obligations for the period of the delay.

21. **ASSIGNMENT, AMENDMENTS, WAIVER AND CONTRACT COMPLETE.**

20.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

20.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

20.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

20.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

22. **INTELLECTUAL PROPERTY.**

21.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

21.1"Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

21.1.1 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

21.1.2 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

21.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

21.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

21.4 Obligations.

21.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

21.4.2 Representation. The Contractor must perform all acts,and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

21.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor’s or the State’s opinion is likely to arise, the Contractor must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

23. **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.

24. **TERMINATION OF THE PARTICIPATING ADDENDUM**. The Participating Addendum may be canceled by the State (including the Commissioner of Administration) or the Contract Vendor at any time, with or without cause, upon 30 days written notice to the other party. In the event the Contract Vendor is in default, the State may cancel the Participating Addendum subject to Section 19 herein and applicable law. In the event of cancellation due to the Contract Vendor’s default, the Contract Vendor shall be entitled to paymentfor work or services satisfactorily performed and accepted.

25. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contractor will make reasonable efforts to notify the State’s Authorized Representative of changes in the Contractor’s key administrative personnel in writing as soon as practicable.

26. **PUBLICITY AND ENDORSEMENT.**

26.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State’s Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

26.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

27. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

28. **USAGE REPORT.** Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

- The total amount of spend under the Contract by the State and other entities,
- The total amount of spend by State agencies, and
- The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

29. **ADMINISTRATIVE FEE.** Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

30. **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 Contractor 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.

31. **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.

32. **COPYRIGHT.** The Contractor 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 compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

33. **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, Usage Report and Administrative Fees.

34. **IT ACCESSIBILITY STANDARDS. Not applicable.**

35. **E-VERIFY CERTIFICATION.** For services in excess of $50,000, the Contractor certifies that as of the date of services performed on behalf of the State, the Contractor 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 Contractor 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 Contractor and made available to the State upon request.

36. **HAZARDOUS SUBSTANCES.**
    To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

    These terms apply to goods supplied under this contract:

    36.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

    36.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

    36.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

    36.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

37. **SUBCONTRACTOR PAYMENT (When Applicable).**

    37.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract ("Authorized Dealers").

    After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

    The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

    37.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

38. **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.

39. **CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** If the value of this Contract, 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.

    The Contractor will comply with the provisions of Minn. Stat. § 181.59.

40. **FUNDING OUT CLAUSE.** The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment for goods delivered or in process and services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

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 add and/or delete authorized dealers during the Master Agreement term via a duly executed amendment to the Participating Addendum. The Contract Vendor must accept orders direct if an authorized dealer is not assigned.

   The Contract Vendor may choose to provide all quotes, accept all purchase orders, accept all payments, perform all deliveries, and provide all invoices, or the Contract Vendor may delegate these duties to its authorized dealer(s). The Contract Vendor is responsible for collecting, and submitting, all sales reports from their sales and authorized dealer(s), and submitting all Administration Fees on invoiced sales whether they have been paid or not.

   No authorized dealer shall serve to terminate or in any way affect the primary legal responsibility of the Contract Vendor for timely and satisfactory performance of the obligations of the Master Agreement. The State shall not be required to enter into any additional agreement or terms to purchase from any authorized dealer. The terms of this Agreement shall govern any such purchase.

   The Contract Vendor is responsible for the performance of the authorized dealer(s) and shall be responsible for the acts and omissions of its authorized dealer(s) under the Master Agreement. The State reserves the right to remove any authorized dealer(s) from this Participating Addendum at any time upon written notice to the Contract Vendor. 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.** Discounts for the product offered under this Participating Addendum is included as Minnesota Exhibit C. List price increases under this Participating Addendum follow the lead state for the NASPO ValuePoint Master Agreement MA3970.

   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, service prices may increase no more than once per calendar year. Service price increases should be requested 30 days prior the proposed price increase. Service 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 or Authorized Dealer 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 or Authorized Dealer unless agreed upon, in writing, by the Ordering Entity. At no time will any terms and conditions included in a Contract Vendor's or Authorized Dealer'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 or Authorized Dealer, 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 or Authorized Dealer 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 preforming 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 or Authorized Dealer 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 or Authorized Dealer 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 or Authorized Dealer shall not deliver product or start any service prior to receiving a purchase order.

4. **INVOICES. Contract Vendor shall include a sample invoice when returning the signed PA.** The Contract Vendor or Authorized Dealer 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 number
- Detailed description of the Contract product or item being invoiced. Individual price, quantity and extended price.
- The Extended price for all services as one total sum.
- 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 or Authorized Dealer 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 or Authorized Dealers sole responsibility.

The Contract Vendor or Authorized Dealer 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 preforming 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 or Authorized Dealer 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 or Authorized Dealer.

The Contract Vendor or Authorized Dealer 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 or Authorized Dealer 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 or Authorized Dealer is responsible for the quick shipment or replacement of the missing or defective parts.

Additional requirements as agreed upon by the Contract Vendor or Authorized Dealer 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 Contract Vendors or Authorized Dealers 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 or Authorized Dealer under the provisions of the Contract.

   The accumulated mileage must be from most direct route from the Contract Vendors or Authorized Dealers 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 or Authorized Dealer is working on the job site.

7. **STORAGE.** The Contract Vendor or Authorized Dealer 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 Entity and the Contract Vendor or Authorized Dealer. The Contract Vendor or Authorized Dealer 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 Entity only after those costs have been approved in writing by the Ordering Entity. 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.** Upon request, the Contract Vendor shall provide technical information for the products awarded under the Master Agreement demonstrating the ability to meet the following standards.

   1. *The GreenScreen Certification for Furniture and Textiles, OR,*
   2. *The Targeted Chemical Elimination criteria (7.4.4) under the ANSI/BIFMA e-3-2019 Standard, OR*
   3. *Greenhealth Approved Seal for Furnishings*

Exhibit C
State of Minnesota Participating Addendum Discounts

HON

NASPO ValuePoint – State of Minnesota 223927 Discount Matrix

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating
1	$0 - $50,000	67.70%	59.60%	55.60%	55.60%
2	$50,001 -	68.70%	61.60%	56.60%	56.60%
3	$150,001 & Above	68.70%	61.60%	56.60%	56.60%
		Product Series	**Product Series**	**Product Series**	**Product Series**
		Abode Systems	210 Vertical Files	10500 Series Laminate Desking	Accommodate
		Abound Systems	310 Vertical Files	10700 Series Laminate Desking	Adjustable Task/Lab Stools
		Accelerate Systems	510 Vertical Files	34000 Series Desking	Astir Collaborative Work
		Brigade Pedestals	Brigade Laterals	38000 Series Desking	Build Seating
		Empower	Brigade Shelf File & Overfiles	94000 Series Laminate Desking	Cambia (2150/2160)
		Flagship Pedestals	Brigade Steel Bookcase	Arrange	Ceres
		Systems Accessories	Brigade Storage Cabinets	Between	Cliq
		Healthy Workplace Screens & Stackers	Contain	Birk Tables	Cofi
		PET Desktop Screens	Flagship File Centers	Build Makerspace	ComforTask (5900)
			Flagship Laterals	Build Tables	Convergence - HCT1MM
			Flagship Storage & Bookcases	Concinnity	Endorse
			FlameSafe Fire-Resistant Files	Desking & Table Accessories	Flock
			Fuse	Flock	Gateway
			Storage Accessories	Gravitation	Grove
			Storage Islands	Height Adjustable	GuestStacker (4030)
			1870 Series RTA Bookcases	Hospitality	High Density Olson Stacker (4040)
				HPWRMOB1	Ignition
				Huddle	Ignition 2.0
				Laminate Occasional Tables	Invitation (2210)
				Mentor Desking	Lota (2280)
				Metro Desking	Mav Single Lounge
				Motivate	Merit Seating
				Preside	Motivate
				Scramble Occasional Tables	Nucleus
				Utility Tables	Nucleus Recharged
				Valido Laminate Desking	Park Avenue
				Voi Laminate & Veneer Desking	Perpetual Nesting Chairs
				Workwall	Pillow-Soft (2090/2190)
					Purpose
					Riley
					Ruck
					Seating Accessories
					Skip
					Solutions Seating (4000)
					Solve
					Soothe
					Versant
					Volt (5700/5710)
					West Hill

NASPO ValuePoint - State of Minnesota 223927 HON NOW Discount Matrix

Program	Systems	Other Product
HON NOW	63.60%	50.50%
HON NOW +Speed	57.60%	44.40%

HON

NASPO ValuePoint - State of Minnesota 223927 Product Offering

Tier 1: Products that meet the Healthier Hospitals Healthy Interiors Challenge Criteria

Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating
Abode Systems	210 Vertical Files	10500 Series Laminate Desking	Accommodate
Abound Systems	310 Vertical Files	10700 Series Laminate Desking	Astir Collaborative Work
Brigade Pedestals	510 Vertical Files	34000 Series Desking	Cambia (2150/2160)
Empower	Brigade Laterals	38000 Series Desking	Ceres
Flagship Pedestals	Brigade Shelf File & Overfiles	Arrange	Cliq
	Brigade Steel Bookcase	Between	ComforTask (5900)
	Brigade Storage Cabinets	Birk Tables	Convergence - HCT1MM
	Contain	Coordinate Height Adjustable Tables	Endorse
	Flagship File Centers	Flock	Flock
	Flagship Laterals	Gravitation	Grove
	Flagship Storage & Bookcases	Huddle	GuestStacker (4030)
	Fuse	Mentor Desking	High Density Olson Stacker (4040)
	Storage Accessories	Metro Desking	Ignition
	1870 Series RTA Bookcases	Motivate	Ignition 2.0
		Preside	Invitation (2210)
		Scramble Occasional Tables	Motivate
		Valido Laminate Desking	Nucleus
		Voi Laminate & Veneer Desking	Nucleus Recharged
			Park Avenue
			Pillow-Soft (2090/2190)
			Purpose
			Ruck
			Seating Accessories
			Skip
			Solve
			Solutions Seating (4000)
			Soothe
			Versant
			Volt (5700/5710)
			West Hill

Tier 2: All Other Products

Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating
Accelerate Systems	FlameSafe Fire-Resistant Files	94000 Series Laminate Desking	Adjustable Task/Lab Stools
Systems Accessories	Storage Islands	Build Makerspace	Build Seating
Healthy Workplace Screens & Stackers		Build Tables	Cofi
PET Desktop Screens		Concinnity	Gateway
		Desking & Table Accessories	Lota (2280)
		Hospitality	Mav Single Lounge
		HPWRMOB1	Merit Seating
		Laminate Occasional Tables	Perpetual Nesting Chairs
		Utility Tables	Riley
		Workwall	

HON Company Price Lists:

To access the price lists, please use the following link:

https://www.hon.com/industry/government/state-utah

Current price lists at time of Participating Addendum execution are noted below for reference. During the contract term, current price list links will be posted to the Lead State website noted above.

Workspaces:

https://res.cloudinary.com/hni-orporation/image/upload/v1651158028/HON/Marketing%20Resources/hon.com/Files/HON-May-2022-Workspaces- Pricer.pdf

Shared Spaces:

https://res.cloudinary.com/hni-orporation/image/upload/v1651157898/HON/Marketing%20Resources/hon.com/Files/HON-May-2022-Shared-Spaces- Pricer.pdf

F-379(5) Office Furniture Related Services

Price Schedule

VENDOR NAME:	The HON Company LLC
VENDOR ADDRESS:	600 East 2nd Street, Muscatine, IA 52761
MINNESOTA VENDOR NUMBER:	0000236293
CONTACT INFORMATION:	
Name	Dena Bates
Office Phone	563-299-2949
Cell Phone	563-299-2949
Email	contractmanager@honcompany.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. CT

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

Weekend/Holiday Cost: 4:01 p.m. CT (Friday) to 7:29 a.m. CT(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**,**

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	Installer	Hour	$50/man/hour
	Project Manager	Hour	$62.50/man/hour
	Designer	Hour	$72.50/man/hour
Weekday Evening Cost	Installer	Hour	$75/man/hour
	Project Manager	Hour	$93.75/man/hour
Weekend/Holiday Cost	Installer	Hour	$100/man/hour
	Project Manager	Hour	$125/man/hour

CREW TYPE:

LIST OF DUTIES:

CREW TYPE:

LIST OF DUTIES:

STORAGE COSTS PER SQUARE FOOT PER WEEK:	$1.38

ADDITIONAL COSTS.

No additional costs. If services/duties outside of those listed are required, rates will be provided upon request. Please Provide a Description and Cost for each if applicable.

Description	Cost
Liftgate (Limited to orders less than 250 cubes)	$250/order
Inside Delivery (Limited to orders less than 250 cubes)	$250/order
Tailgate Assist	$50/order
Personal Protective Equipment (PPE) (Minimum order size of 250 cubes)	$50/order
Proof of Delivery	$20/order
Prevailing wage Rate for Installation & Reconfiguration Services	10% Reg Bus Hr Rate 14% After Hr Rate

Authorized Dealer List

F-379(5) Office Furniture Related Services Price Schedule applies to the Authorized Dealers below. Pricing is the same for all.

1. **Business Essentials**
   44 Northern Stacks Drive, Suite 120
   Minneapolis, MN 55421
   Contact: Lisa Gordon
   Email: LGordon@orderbe.com
   Phone: 608-769-1699

2. **Innovative Office Solutions**
   151 Cliff Rd. E.
   Burnsville, MN 55337
   Contact: Keith Kleinschmidt
   Email: KKleinschmidt@innovativeos.com
   Phone: 952-698-9249

3. **Henricksen**
   800 Washington Ave. N., Suite 200
   Minneapolis, MN 55401
   Contact: Dawn Jadin
   Email: d.jadin@henricksen.com
   Phone: 612-889-9796

GENERAL INSURANCE REQUIREMENTS

The Contract Vendor shall not commence work under the Contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. The Contract Vendor shall maintain such insurance in force and effect throughout the term of the Contract.

All coverages and limits shall remain in force and effect throughout the term of the Contract.

NOTICE TO THE CONTRACT VENDOR:

The failure of the State of Minnesota to obtain a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the Owner to the Contract Vendor to provide such insurance.

The Owner reserves the right to immediately terminate the Contract if the Contract Vendor is not in compliance with the insurance requirements and the Owner retains all rights to pursue any legal remedies against the Contract Vendor.

NOTICE TO INSURER:

The Contract Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

REQUIREMENTS FOR THE CONTRACT VENDOR:

The Contract Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contract Vendor's performance under this Contract.

If Contract Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Contract Vendor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contract Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

The Contract Vendor is responsible for payment of Contract related insurance premiums and deductibles.

If the Contract Vendor is self-insured, a Certificate of Self-Insurance must be attached.

Insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the MN Department of Commerce if they are not rated by AM Best.

The Contract Vendor's Umbrella or Excess Liability insurance policy may be used to supplement the Contract Vendor's policy limits to satisfy the full policy limits required by the Contract.

POLICY REQUIREMENTS:

1. **Workers' Compensation Insurance:**
   Statutory Compensation Coverage. Except as provided below, Contract Vendor must provide Workers' Compensation insurance for all its employees and in case any work is subcontracted, Contract Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Minimum limits of liability:

   Coverage B – Employer's Liability
   $100,000 Bodily Injury by Disease per Employee
   $500,000 Bodily Injury by Disease Aggregate
   $100,000 Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts the Contract Vendor from Workers' Compensation insurance or if the Contract Vendor has no employees in the State of Minnesota, the Contract Vendor must provide a written statement, signed by the authorized signer of the Contract, stating the qualifying exemption that excludes the Contract Vendor from MN Workers' Compensation requirements.

If during the course of the Contract the Contract Vendor becomes eligible for Workers' Compensation, the Contract Vendor must comply with the Workers' Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

2. **Automobile Liability Insurance:**
The Contract Vendor shall maintain insurance to cover liability arising out of the ownership, operation, use or maintenance of all owned, hired and non-owned autos, and in case any work is subcontracted the Contract Vendor will require the subcontractor to maintain Automobile Liability insurance.

   A. Minimum Limits of Liability:
   $2,000,000 - Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

   B. Coverages:
   X Owned Automobile
   X Non-owned Automobile
   X Hired Automobile

Evidence of Subcontractor insurance shall be filed with the Contract Vendor.

3. **General Liability Insurance:**
The Contract Vendor shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contract Vendor or by a subcontractor or by anyone directly or indirectly employed by the Contract Vendor under the Contract.

   A. Minimum Limits of Liability:
   $2,000,000 - Per Occurrence
   $2,000,000 - Annual Aggregate
   $2,000,000 - Annual Aggregate applying to Products/Completed Operations

   B. Coverages
   X Premises and Operations Bodily Injury and Property Damage
   X Personal & Advertising Injury
   X Blanket Contractual
   X Products and Completed Operations
   X **State of Minnesota named as an Additional Insured**

4. **Property of Others Insurance (or equivalent)**.
The Contractor shall maintain a Property insurance policy covering "All Risk" of direct physical loss or damage, or equivalent, including the perils of theft, flood, transit, earthquake, and pollution clean-up expense for property owned by the state that is in the Contractor's care, custody, and control. Any deductible shall be the sole responsibility of the Contractor. Insurance minimum limits are as follows: The Contractor is solely responsible for the coverage equal to that of the actual cash value of state-owned property in the Contractor's care, custody, and control at any given point in time.

Additional Insured status shall be solely with respect to claims for which Contract Vendor has an indemnification obligation under this Participating Addendum. Additional Insured status will not apply to any claim to the extent of the negligence of State and/or Purchasing Member.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY): 5/8/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Arch Indemnity Insurance Company	30830
INSURER C : Factory Mutual Insurance Company	21482
INSURER D : Everest National Insurance Company	10120
INSURER E :	
INSURER F :	

INSURED 1057109
THE HON COMPANY
600 E. 2ND STREET
MUSCATINE IA 52761

COVERAGES CERTIFICATE NUMBER: 19555808 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $250,000 DED X PROD/COMPOPS $2M SIR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: CONTRACTUAL LIAB.	Y	Y	41GPP1010204 41GPP1010304. (PRODUCTS)	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 4,000,000 $
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY X $500,000 DED	Y	Y	41CAB1010504 (AOS) 41CAB1010604 (MA)	7/1/2022 7/1/2022	7/1/2023 7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A D	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	N	41UFP1055004 ($5M) XC8CU00030221 ($15M)	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $ XXXXXXX
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	41WCI1009904 (PA & FL) 44WCI1010004 (AOS)	7/1/2022 7/1/2022	7/1/2023 7/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROPERTY	N	N	1101816	6/1/2022	6/1/2023	$1,200,000,000 LMT, BLDG, CNTS, BI, RC, NO CO-INS, $2MIL DED.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
REGARDING: NASPO OFFICE FURNITURE CONTRACTS PA. CERTIFICATE HOLDER IS/ARE ADDITIONAL INSURED ON GENERAL AND AUTO LIABILITY COVERAGE. IF REQUIRED BY WRITTEN CONTRACT WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON GENERAL AND AUTO LIABILITY COVERAGE, IF REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. PROPERTY OF OTHERS COVERED UNDER PROPERTY SECTION.

CERTIFICATE HOLDER

19555808
STATE OF MINNESOTA
112 ADMINISTRATION BUILDING
50 SHERBURNE AVENUE
ST. PAUL MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

April 9, 2024

Eric Schroeder
The HON Company, LLC.
200 Oak Street
Muscatine IA 52761

Dear Eric Schroeder:

The following document is enclosed for you to complete and return:

- Amendment No. 2 to SWIFT Contract No. 223927, Release No. F-379(5)

Please sign and return the documents, **VIA EMAIL**, to **JUSTIN PATRICK** at the following email address justin.patrick@state.mn.us by **April 10, 2024.**

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Justin Patrick

Justin Patrick
Acquisition Management Specialist / Buyer
Enclosure

AMENDMENT NO. 2 TO NASPO VALUE POINT CONTRACT NO. MA 3970, SWIFT CONTRACT NO. 223927, RELEASE NO. F-379(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and The HON Company, LLC., 200 Oak Street, Muscatine, IA 52761 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Contract No. 223927, January 22, 2023, through January 21, 2024 ("Contract"), to provide Furniture and Furniture 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 Contractor 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. 223927 is extended to January 21, 2028.
2. The current Price Schedule is **DELETED** in its entirety and **REPLACED** with Price Schedule Amendment No.2 effective April 24, 2024 which incorporates the amended NASPO MA3970 pricing.
3. Exhibit A, Supplement 3 is **DELETED** and **REPLACED** with Exhibit A, Supplement 3 Amendment No.2 to include Atmosphere Commercial Interiors as an authorized dealer attached herein.
4. All other terms and conditions remain unchanged.

This Amendment is effective upon the date that the final required signatures are obtained, 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. THE HON COMPANY, LLC.
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: DocuSigned by: Eric Schroeder 2AD98658724B481...
Signature

Eric Schroeder
Printed Name

Title: Vice President, Finance

Date: 4/10/2024

By: ______
Signature

______
Printed Name

Title: ______

Date: ______

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Justin W Patrick D0517CF9A9854F3...

Title: Goods & Services Sup

Date: 4/11/2024

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: DocuSigned by: Luke Jannett 0266C0BD8EF44DE...

Date: 4/17/2024

Exhibit A, Supplement 3 Amendment No.2

ADDITIONAL SUBCONTRACTORS LIST
SUBMIT WITHIN 14 DAYS OF RETAINING ADDITIONAL SUBCONTRACTORS DURING PROJECT

This form must be submitted to the Project Manager or individual as identified in the solicitation document. See Minn. Stat. § 16C.285, subd. 5.

PROJECT NUMBER Participating Addendum 000000000223927 [Contract No. 223927] for Office Furniture through NASPO ValuePoint Contract No. MA3970

PROJECT NAME: F-379(5): Systems, Seating and Related Accessories

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located	% of value of Contract	*Is the First Tier Subcontractor a TG/ED/VO?
Business Essentials	44 Northern Stacks Drive, Suite 120 Minneapolis, MN 55421	TBD	No
Innovative Office Solutions	151 Cliff Rd. E. Burnsville, MN 55337	TBD	No
Henricksen	800 Washington Ave. N., Suite 200 Minneapolis, MN 55401	TBD	No
Atmosphere Commercial Interiors	81 S. 9th Street Minneapolis, MN 55311	TBD	No

Attach additional sheets as needed for submission of all first-tier subcontractors.

*TG/ED/ VO = Certified Targeted Group Business, Economically Disadvantaged Business, and Veteran-Owned Business

I certify by signing this form under oath that I am an owner or officer of the company, and that:

All additional subcontractors listed above verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.** A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier and motor carriers, pursuant to subdivision 3, clause (7).

DocuSigned by:
Eric Schroeder
2AD08658724B481...

Authorized Signature of Owner or Officer

The HON Company LLC

Company Name

Eric Schroeder

Print Name

4/10/2024

Date

Vice President, Finance

Title