

NASPO ValuePoint

PARTICIPATING ADDENDUM

OFFICE FURNITURE (2023-2028)

Led by the State of Utah



Master Agreement #: MA3967

Contractor: **MILLERKNOLL, INC.**

Participating Entity: **STATE OF WISCONSIN**

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Office Furniture and Related Services (2023-2028)** led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
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 Wisconsin. 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 Participating Addendum are as follows (or their named successors):

Contractor

Name:	Zach Ziegler
Address:	855 East Main Avenue, Zeeland, Michigan 49464
Telephone:	616-654-8843
Email:	preston_ziegler@millerknoll.com

Participating Entity

Name:	Anna Lange
Address:	101 E. Wilson St.
Telephone:	608-264-7892
Email:	anna.lange@wisconsin.gov

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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.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Wisconsin Contract Number is 505ENT-M24-OFFURNITUR-09.

4.2 The State of Wisconsin Standard Terms and Conditions (DOA-3054A, revised R03/2019) as attached become part of this Participating Addendum. (Attachment 1).

4.3 The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.

4.4 The State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions.

4.5 The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333, revised R05/2015) to allow municipalities, as defined on the Agreement, to purchase through this addendum. (Attachment 2)

4.6 Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the purchases within the quarter from State of Wisconsin entities and participating municipalities. The report must include, at a minimum: purchasing entity, product category description (For example, Category #1: Office Seating and Accessories), date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter. Additional Shipping/Delivery costs if applicable. Additional lines at the end of the report will detail each quarter and year to date total contract spend.

The activity report is due no later than 30 calendar days after the end of each quarter from the start of the contract date (see below).

o Quarter 1: January 1 through March 31 (Due on or before April 15)

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- o Quarter 2: April 1 through June 30 (Due on or before July 15)
- o Quarter 3: July 1 through September 31 (Due on or before October 15)
- o Quarter 4: October 1 through December 31 (Due on or before January 15)
- o Reports must be emailed to State of Wisconsin, Dept. of Enterprise Operations,
Attn: DOAESContractUsageReporting@wisconsin.gov

4.7 The State of Wisconsin, Department of Administration may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.

4.8 This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration and shall continue until the end of the NASPO ValuePoint Master Agreement unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contract or this Participating Addendum.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Wisconsin, 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.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Wisconsin	Contractor:
Signature: DocuSigned by: Cheryl Edgington E70A1AADB106453...	Signature: Signed by: Zach Ziegler 1E01D2A8B4F942E...
Name: Cheryl Edgington	Name: Zach Ziegler
Title: Bureau Director	Title: Contract Manager
Date: 1/31/2025 10:50 AM CST	Date: 11/26/2024 8:00 AM PST

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:
NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in appropriate data bases.]