



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

August 17, 2018

SENT VIA EMAIL TO: FreemanJ@allsteeloffice.com and HardinA@allsteeloffice.com

Ms. Amber Harden
Allsteel Inc.
2210 Second Avenue
Muscatine, IA 52761

Dear Ms. Harden:

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

- Participating Addendum 00000000000000000000141114 (141114) for Office Furniture, Workspace Furniture, Seating and Accessories, and Related Services (Office Furniture and Related Services) through NASPO ValuePoint Contract No. MA144.
- Minnesota Exhibit A and Exhibit B, showing the Minnesota General Terms, Conditions, and Specifications.
- Workforce Certification Form.
- Taxpayer Identification Form.
- Equal Pay Form.

Please sign and return **all sets** of documents, **VIA MAIL**,
to **Eleigh Vazquez** at the above address by **August 22, 2018**.

- A certificate of insurance from your insurer, in the amounts called for in the Contract, **is required now**.

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,

Chris Marquette
Acquisition Management Specialist
Enclosure

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- ◆ The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- ◆ If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

- A corporate power of attorney, or
- A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective

PARTICIPATING ADDENDUM
NASPO ValuePoint
For OFFICE FURNITURE AND REALTED SERVICES
Between the State of Minnesota and Allsteel Inc.

NASPO ValuePoint Contract No. MA144

State of Minnesota Contract No. 000000000000000000141114 (141114)

1. **Scope:** Minnesota State Agencies and Minnesota 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:

Systems Furniture and Accessories: Systems furniture, including monolithic and frame and tile, is a generic term for panels, work-surfaces, shelves, and other items sold by a single manufacturer as a package for furnishing offices. Cubicles and the sea of cubicles are the items most often associated with systems furniture, but other open plan arrangements such as office landscape are included.

Desks/Tables and Accessories: A desk/table is a freestanding unit having a work surface that is supported by legs or pedestals, in some instances; the unit will have sit to stand capability, drawer(s), doors, or other storage elements. Free standing desks, conference room tables, small office tables, side tables, and dining tables are included in this category.

Filing, Storage, and Case-goods: The filing, storage and case-goods category includes, but is not limited to; bookcases, wardrobes, cabinets, free standing and mobile pedestals, and wall mounted shelving. This category **does not** include shelving units that are attached to system furniture cubicle walls.

Seating and Accessories: The seating category includes both high back and standard executive chairs, conference room chairs, task/work chairs that may have multiple seat pan sizes and are either mesh back or fabric with arms or without and guest/side chairs that have both four point and star bases. This category also includes optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A and Minnesota Exhibit B, 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 or Exhibit B and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A or Exhibit B 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.

No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

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:	Chris Marquette 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:	651.201.2427
Fax:	651.297.3996
E-mail:	chris.marquette@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.

<p>1. Contract Vendor: Allsteel Inc. The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances.</p> <p>By: <u>[Signature]</u> Signature <u>Brandon Sieben</u> Printed Name Title: <u>President</u> Date: <u>10/1/2018</u></p>	<p>2. Government Entity: State of Minnesota Office of State Procurement In accordance with Minn. Stat. § 16C.03, Subd. 3.</p> <p>By: <u>[Signature]</u> Title: <u>Acquisition Management Specialist</u> Date: <u>10/17/18</u></p>
<p>By: _____ Signature _____ Printed Name Title: _____ Date: _____</p>	<p>3. State of Minnesota Commissioner of Administration Or delegated representative.</p> <p>By: <u>Original signed</u> Date: <u>OCT 17 2018</u> by Kia McFarlin</p>

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

- a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities” with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.
- b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- e. **Contract Vendor, Contractor.** These terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum unless a distinction is approved by the State and set forth in the contract award.
- f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract term will begin on August 16, 2018, or on the date of Participating Addendum execution, whichever is later, to January 21, 2023, unless terminated early or extended in accordance with the terms and conditions of the master agreement or this participating addendum.

3. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

4. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

5. **INSURANCE.** If applicable, prior to execution of the Participating Addendum, the Contract Vendor will be required to provide a copy of a Certificate of Insurance, including workers' compensation insurance coverage requirements of Minn. Stat. § 176.181 subd. 2, and other coverages per the insurance requirements if included in the Participating Addendum.

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

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

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

- 7. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

- 8. GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

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

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

- 9. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

- 10. GOVERNING LAW.** The Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.

- 11. JURISDICTION AND VENUE.** The Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

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

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

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

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

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

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

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

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

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

16. PURCHASING CARDS. Purchasing Cards will not be used for this Contract.

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

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

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

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

19. DEFAULT. All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the defaulting Contract Vendor. Substitute product purchased pursuant to this Section must be of similar quality and in similar quantities to the product specified in the purchase order. Any such rights to cancellation and/or reprocurement are subject to giving the Contract Vendor advanced written notice of the default and reasonable opportunity to cure for defaults that are curable.

In the event of default, the State reserves the right to pursue any other remedy available by law. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

20. ASSIGNMENT. The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

21. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

22. PARTICIPATING ADDENDUM AMENDMENTS. Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

23. TERMINATION OF THE PARTICIPATING ADDENDUM. The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. The Contract Vendor may request to cancel the Participating Addendum but must receive written approval from the State.

24. ADMINISTRATIVE PERSONNEL CHANGES. After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

25. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

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

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

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

- 35. HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
- 36. SUBCONTRACTOR PAYMENT (When Applicable).** In accordance with Minn. Stat. § 16A.1245, the Contract Vendor shall, within 10 days of receipt of payment from the State, pay all subcontractors and suppliers having an interest in the Contract their share of the payment for undisputed services provided by the subcontractors or suppliers. The Contract Vendor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontractor that takes civil action against the Contract Vendor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action.
- The Contract Vendor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under the Contract. In the event the Contract Vendor fails to make timely payments to a subcontractor or supplier, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contract Vendor and deduct said payment from any remaining amounts due the Contract Vendor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contract Vendor written notice that payment will be made directly to a subcontractor or supplier for undisputed services. If there are no remaining outstanding payments to the Contract Vendor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.
- 37. TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.
- 38. STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.
- 39. CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
- 40. FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

Minnesota Exhibit B

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

DEFINITIONS.

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

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

INSTALLATION IS NOT PART OF THIS CONTRACT.

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

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

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

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

The price quote should include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NASPO ValuePoint Master Contract Discount Matrix -- Allsteel Inc. January 2018

Systems	Order Size at List		
	Under \$50,000	\$50,000 to \$150,000	Over \$150,000
Monolithic Detail			
Concensys, Optimize, Terrace	73.6%	73.6%	73.6%
Frame and Tile Detail			
Terrace, Further	73.6%	73.6%	73.6%
Stride	74.3%	74.3%	74.3%

Seating	Order Size at List		
	Under \$5,000	\$5,000 to under \$50,000	Over \$200,000
Seating Detail			
Trooper, Tolleson, Nimble	66.0%	66.0%	66.0%
Relate, Seek, Inspire, Sum, Access, Mimeo, Lyric, Quip	61.3%	61.3%	61.3%
#19, Acuity	61.8%	61.8%	61.8%
Scout	64.0%	64.0%	64.0%
Gather, Parallel, Clarity	55.1%	55.1%	55.1%
Gunlocke: Attract, Avoca, Bank of England, Calm, Calia, Camille, Ciji, Convo	57.0%	58.5%	60.0%
Gunlocke: Edition, Fitzgerald, Genesee, Iris, Lily, Mara, Metta, Molti, New Yorker	57.0%	58.5%	60.0%
Gunlocke: Olla, Roundabout, Savor, Stretto, Tia, Urbana, Washington	57.0%	58.5%	60.0%
HBF: Andaz, ASA, Bianco, Bolano, Brentwood, C Collection, Cadre, Camden	46.0%	47.0%	48.5%
HBF: Carlyle, Carmel, Charlie, Charlotte, Cheval, Chill III, Conexus, Corfino	46.0%	47.0%	48.5%
HBF: Cortona, Détente, Dialogue, Dove, Duna, Encircle, Esplande, Fine Line	46.0%	47.0%	48.5%
HBF: Florence, Karina, Linea, Mode, MV9, Nest, November, Perfect Pitch, Salon	46.0%	47.0%	48.5%
HBF: Scoop, Siena, Ski, Solace, Trestle, Triscape, Tryon, Wedge, Westwood	46.0%	47.0%	48.5%

- STRIDE SYSTEM SPECIFICATION AND PRICE LIST - MARCH 29, 2015**
- OPTIMIZE SYSTEM SPECIFICATION AND PRICE LIST - MARCH 29, 2015**
- CONCENSYS SYSTEM SPECIFICATION AND PRICE LIST - MARCH 29, 2015**
- TERRACE SYSTEM SPECIFICATION AND PRICE LIST - MARCH 29, 2015**
- FURTHER SPECIFICATION AND PRICE LIST - MARCH 29, 2015**
- STORAGE SPECIFICATION AND PRICE LIST - MARCH 29, 2015**
- SEATING, COLLABORATION, AND TABLES PRICE LIST - MARCH 29, 2015**

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

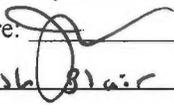
BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Allsteel Inc Date: 10/2/18
Authorized Signature:  Telephone number: 563-299-5751
Printed Name: Josh Blair Title: Member + Community Relations Manager

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: compliance.mdhr@state.mn.us

TTY: 651-296-1283

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

TAXPAYER IDENTIFICATION

The identification number may be used in the enforcement of federal and State tax laws which could result in action requiring the Contract Vendor to file tax returns and pay delinquent tax liabilities, if any (Minn. Stat. § 270C.65).

Firm Name: Allsteel Inc

Address: 2210 Second Ave

Muscatine, IA 52761

Minnesota SWIFT Vendor Registration Number: 0000237572

If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at

<http://www.mmb.state.mn.us/vendorresources>.

(Note: If approved, you will receive your SWIFT vendor number two business days after you register.)

Are you a sole proprietorship? Yes No

Are you an independent contractor? Yes No

GENERAL INSURANCE REQUIREMENTS

The Contractor/Contract Vendor (Contract Vendor) shall maintain insurance to cover claims which may arise from operations under this Contract,

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. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

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:

Owned Automobile
 Non-owned Automobile
 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

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