

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**OFFICE FURNITURE (2018-2023)**  
 Led by the State of Utah

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Master Agreement #: MA145

Contractor: **HERMAN MILLER INC.**

Participating Entity: **STATE OF NORTH DAKOTA "STATE"**

North Dakota State Contract Number: **049**

This agreement is for the purchase of products and services as described in State of Utah Solicitation Number RC17020. The solicitation listed product categories to be awarded; and one of the product categories, Workspace Furniture, was broken into three (3) sub-categories of coordinated workspace furniture, 1 – Systems Furniture and Accessories, 2- Desks/Tables and Accessories, and 3 – Filing and Storage and Accessories. The categories and sub-categories contained descriptions of specific types of furniture to be included. The list of categories and subcategories below indicates those awarded; however, the Participating Entity has indicated the specific types of furniture included or not included in this agreement below. Exhibit A, included as a part of this agreement, lists the established pricing structures and discounts associated with specific lines and types of furniture available for purchase through this agreement.

1. **Workspace Furniture** The items listed in each of these sub-categories available for purchase through this agreement: The Workspace Furniture category will group together three (3) categories of coordinating furniture. This category has been created so that end users of the resulting contracts have an option of selecting from a group of coordinating furniture for the office environment.
  - a) **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 are included.
  - b) **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 included in this category are included in this agreement.
  - c) **Filing and Storage and Accessories:** The filing and storage category may include, 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.
  
2. **Not Available** – The sub-category items listed below are not available for purchase through this agreement. These items are listed as follows:
  - a) **Tables:** Conference room tables, small office tables, side tables, and dining tables.
  - b) **Seating:** 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

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optional reception/lounge seating, dispatch chairs, stackable/foldable chairs, collaborative, and stationary and height adjustable stools.

Design, Installation and Reconfiguration Services as described below in section 5 (Design, Installation and Reconfiguration Services).

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the **Office Furniture (2018-2023)** led by the State of Utah for use by state agencies and other entities located in the Participating State *[or State Entity]* 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 North Dakota. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Pricing:** The pricing terms from the NASPO ValuePoint Master Agreement shall flow down to this PA. Any adjustment or amendment to the pricing will not be effective unless approved by the Lead State for the NASPO ValuePoint Master Agreement MA145 Price Guarantee. The State of North Dakota discount matrix will apply to this PA (see Attachment A). The Participating Entity will be given the immediate benefit of any decrease in the market or allowable discount.
4. **Termination:** Subject to Section 28 of the Master Agreement, this Participation Addendum may be terminated, with cause by either party, in advanced of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Agreement may be terminated for cause immediately and subject to the remedies below. This Agreement may be terminated without cause (for convenience), in advance of the specified expiration date, by the State, upon thirty (30) days written termination notice being given to the Contractor. The State and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing upon thirty (30) days' prior written notice to Contractor. Dealer may terminate its participation in this Agreement upon thirty (30) days written notice to State or Contractor, in which event the Agreement will remain in full force and effect with respect to the remaining parties. Termination of the Agreement shall not affect Orders placed before the termination and the parties' respective obligations in connection therewith. In the event one party chooses to terminate the Agreement while a project with placed orders is in process, Contractor agrees to complete any orders outstanding prior and up to the termination date according to the Agreement's pricing terms (price list and discount).

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement items

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ordered prior to date of termination. In no event shall the Purchasing Agency or Entity be liable to the Contractor for compensation for any Procurement item neither requested nor accepted by the Purchasing Agency or Entity. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Purchasing Agency or Entity for any damages or claims arising under this Contract.

5. Design, Installation and Reconfiguration Services: Contractor shall provide, through their Authorized Dealer network, all design, installation, layout, and reconfiguration services to all Purchasing Entities. Design, specification and layout services will be charged on an hourly basis; the maximum charge for each of these services will not exceed \$70.00 per hour. Installation, reconfiguration, and project management charges for all products offered through this PA will be charged on an hourly basis; the maximum charge for each of these services will not exceed \$65.00 per hour. Service charges will be included as a line item in the quote provided by the Authorized Dealer.
6. Delivery: Delivery services shall be provided as detailed in the NASPO ValuePoint Master Agreement. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until delivery to Participating Entity's first named destination, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
7. Insurance: Current certificates of insurance as outlined in section 16 of this PA shall be provided by the Contractor. Proof of continued coverage shall be provided to the Participating Entity for the duration of this PA.
8. Dedicated Website: The Contractor shall maintain a contract website with a link dedicated to the Participating Entity. The purpose of this website is to inform the Participating and Purchasing Entity of the specific products, services, pricing, and discounting offered through this PA. This website shall also include the contract information for the Authorized Dealers. The website shall be implemented within thirty (30) days of execution of this PA.
9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Scott Wagasky – Herman Miller, Inc.
Address:	855 East Main Ave., Zeeland, MI 49464
Telephone:	616-654-3498
Fax:	616-654-8278
Email:	<a href="mailto:Scott.Wagasky@hermanmiller.com">Scott.Wagasky@hermanmiller.com</a>

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Participating Entity

Name:	"State of North Dakota," Jamie Bostyan
Address:	14 <sup>th</sup> Floor Capitol Tower; 600 E Boulevard Ave, Dept 012; Bismarck, ND 58505-0310
Telephone:	(701) 328-4912
Fax:	(701) 328-1615
Email:	jbostyan@nd.gov

**10. 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.

11. Coterminous: The term of this Participating Addendum shall be coterminous with the State of Utah Master Agreement Number MA145 ("Contract").

12. Confidentiality: CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract for a period of five (5) Years unless otherwise required by law.

13. Compliance with Public Records Laws: CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE as soon as reasonably possible upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

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14. Spoliation: CONTRACTOR shall notify State of all potential claims that CONTRACTOR is aware of that arise as a result of CONTRACTOR'S performance under this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.
15. Cooperative Purchasing Contract: This Contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) § [54-44.4-13](#). This Contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C [ch. 39-04.2](#), and the International Peace Garden. Participation in this open-ended Contract is not mandated; therefore, the estimated volume of this Contract is not known.
16. Governing Law and Venue: This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.
17. Insurance: Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
- a) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
  - b) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per occurrence.
  - c) Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract.
  - d) Employer's liability or "stop gap" insurance of not less than \$1,000,000.

The insurance coverages listed above must meet the following additional requirements:

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor or Authorized Dealer.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State.

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- c. The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
  - d. The state of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured, which shall be achieved through use of a blanket endorsement. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
  - e. The insurance required in this agreement, excluding Workers' Compensation, through a policy or endorsement, shall include:
    - i. Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State.
    - ii. A provision that Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of Contractor's insurance and shall not contribute with it.
    - iii. Cross liability/severability of interest for all policies and endorsements. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary.
    - iv. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy.
  - f. Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
  - g. Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.
  - h. Contractor shall endeavor to provide at least 30-day notice of any cancellation or material change to the policies or endorsements.
18. Indemnification: In addition to any indemnity obligations found within the Master Agreement, Contractor agrees that any attorney appointed to represent the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
19. Alternative Dispute Resolution – Jury Trial: STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.
20. Attorney Fees: In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing party, Contractor shall, except when



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prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

21. Prior Approvals – Facility Review Requirements: Purchasing Agencies or Entities purchasing through the use of this PA have prior approval requirements and reviews performed as a part of any design or prior to installation. These approvals and reviews include, but are not limited to, Americans with Disabilities Act (ADA) requirements, fire code regulations, electrical codes, accessibility requirements, and State and local building codes. The Purchasing Agency or Entity purchasing through the use of this PA must inform the Contractor of any specific procedures regarding approvals or reviews performed during design and prior to completing any installations of product or reconfigurations.
22. Permits: If necessary, Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this PA.
23. Invoicing: Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Purchasing Agency or Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence related to this Contract. The prices paid by the Purchasing Agency or Entity will be those prices listed in this Contract, unless Contractor offers a discount at the time of the invoice. It is the Contractor's obligation to provide correct and accurate invoicing. The Purchasing Agency or Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. Acceptance and Rejection: A Purchasing Agency or Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Purchasing Agency or Entity.  

If Contractor delivers nonconforming Procurement Item(s), a Purchasing Agency or Entity may, at its option and at Contractor's expense: (i) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (ii) return the Procurement Item(s) for a full refund if correction and/or replacement is not feasible. Contractor shall not redeliver corrected or rejected Procurement Item(s) without first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Purchasing Agency or Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
25. Product Line Additions, Substitutions and Updates: STATE may approve the substitution or addition of a product line as products are introduced or removed from the market. Contractor must obtain prior approval of the STATE before any product is substituted. The STATE will evaluate requests to update the contract offering. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless STATE has approved a change. The request will be accompanied with written notification and reason for the addition or substitution. The proposed Contract item must meet or exceed specifications for the originally bid item. If a substitution is needed to fill an order,

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the Contractor must receive written approval from the Purchasing Agency or Entity. The Contractor shall update the dedicated website, price lists, and catalogs to reflect approved changes. Pricing must utilize the same pricing structure as was used for the products falling into the same pricing structure as was used for the product falling in to the same product category.

26. Design Services: Design services may include space planning, installation plans, furniture migration strategies, reconfiguration of existing system(s), assistance with product selection, and computerized installation drawings. Design services shall include the following as needed and desired by the Purchasing Agency or Entity:

- a. Contractor shall determine, with the consultation of the Purchasing Agency or Entity, the goals, objectives, and limitations. An on-site inspection with field measurements may be requested.
- b. Designs will consider the organizational interaction of individuals and groups.
- c. Contractor shall provide computerized installation drawings that are clear, concise plans and elevations suitable for review by the Purchasing Agency or Entity and use by installation crews shall be furnished. Reproducible copies shall be provided to Purchasing Agency or Entity. Contractor shall have fabric, paint and finishes available electronically and incorporated into the drawings to aid in the selection process. The drawings shall show in detail, the position of all new furniture produces, wall heights, colors, types of panels and voice/data outlets.
- d. In reviewing plans that may require new construction and design, Contractor should note the feasibility of using existing components, which should be scheduled for re-use and clearly noted in the design.
- e. Contractor shall provide assistance with furniture selection. Recognition of similar solutions new construction. Electrical needs, special construction, and color coordination shall be noted on plans. Panel heights, colors, acoustical and panel locations, and component elevations, and existing furniture and equipment planned for reuse should be considered and shown in order to prepare complete, functional and attractive floor plans and should be clearly identified for review.
- f. Contractor shall be responsible for all plans and their review for correct product application and stability.
- g. Contractor is responsible for accurately specifying all necessary products including parts, components, connectors, fillers, trim pieces, and other items in the plan on the component list. If parts are missing at assembly time, the Contractor is responsible for quick shipment of the missing parts.

27. Installation Services: Installation services may include labor required to disassemble, assemble, delivery, set-up, install, and otherwise finish an office installation or remodel project. Installation services shall include the following as needed and desired by the Purchasing Agency or Entity:

- a. Contractor will be responsible for receipt of all products, unloading inside delivery and protection of same; coordinating delivery time with the Purchasing Agency or Entity at no additional cost. Contractor must be prepared to warehouse incomplete shipments until all essential products are available for complete



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installation. Warehousing may also be required if the product is not delivered precisely as acknowledged and or to better coordinate installation scheduling. An installation schedule should be established and adhered to.

- b. Contractor is responsible for ordering any missing, damaged, or incorrect items upon discovery. The Purchasing Agency or Entity shall incur no additional charges for the Contractor's error.
- c. Contractor shall provide installers that are trained and certified to install the systems.
- d. Contractor shall be fully responsible for the assembly team and supervision of the team.
- e. The Contractor's installers will be responsible for coordinating with building management officials and local municipal authorities, obtaining all necessary permits including required insurance, as applicable. Contractor is responsible to obtain and be familiar with any particular rules or regulations pertaining to access to building work sites.
- f. Installation is to include clean up and removal of any and all packing materials and trash from the building upon completion of the job.
- g. All panels and components are to be installed in accordance with installation drawings.
- h. Contractor shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Agency or Entity. If damages do occur as a result of operations under this Contract, Contractor is responsible for ensuring that the affected area/items are returned/restored to their original condition or the Contractor shall make restitution as agreed upon by the parties.
- i. Contractor must work cooperatively with the Purchasing Agency or Entity and participate in a final walk-through inspection.

28. Pricing – Installation and Design Services: Pricing for services will be charged as a firm-fixed hourly rate.

- a. Contractor may submit a request for a price increase to the Contract Administrator. Requests for a price increase must include notice or other evidence that the increase is applicable to all customers. STATE reserves the right to accept or reject, within 30 days, or cancel the Contract. The price increases will become effective as set forth in a written amendment to this Participating Addendum.

29. Large Volume Discount Pricing: Purchasing Agencies or Entities may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to a Purchasing Agency or Entity for large volume purchases.

30. Purchasing Agency or Entity Participation: Participation under this Contract by Purchasing Agencies or Entities is voluntarily determined by each Purchasing Agency or Entity.

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Contractor agrees to supply each Purchasing Agency or Entity with Procurement Item(s) based upon the same terms, conditions, and prices of this Contract.

31. Individual Customers: Each Purchasing Agency or Entity that purchases Procurement Item(s) from this Contract will be treated as individual customers. Each Purchasing Agency or Entity will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Purchasing Agency or Entity will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Purchasing Agency or Entity individually. The Participating Entity is not responsible for any unpaid invoice.
32. Work on State of North Dakota or Purchasing Agency (Entity) Premises: Contractor shall ensure that personnel working on the premises of a Purchasing Agency or Entity shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Purchasing Agency or Entity may remove any individual for a violation hereunder.
33. Subcontractors/Authorized Dealers: The contractors, dealers, and resellers authorized in the State of North Dakota, as shown on the dedicated Contractor (cooperative contract) website and listed below, 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 and this Participating Addendum. Contractors, dealers, and resellers authorized in the State of North Dakota may be added or removed for provision of sales and service support to participants in the NASPO ValuePoint Master Agreement through a mutually agreed-upon written amendment to this Participating Addendum.
34. 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. The Contractor shall direct any order or payment inquiries to the Purchasing Agency or Entity placing the order.

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The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Agreement between the Contract Vendor and the State:

- a. The North Dakota Purchasing 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.

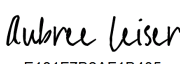
IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of North Dakota	Contractor: Herman Miller, Inc.
Signature: DocuSigned by: <i>Jamie Bostyan</i> 0B11A915965541D...	Signature: DocuSigned by: <i>Jay Lanenga</i> 4B642DC39946450...
Name: Jamie Bostyan	Name: Jay Lanenga
Title: Procurement Officer	Title: Director of Contracts
Date: February 26, 2020   2:59 PM EST	Date: February 26, 2020   12:01 PM EST

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Authorized Dealer: InterOffice Workspace Furniture	Authorized Dealer:
Signature: DocuSigned by:  E181F7B2AF1B405...	Signature:
Name: Aubree Leiser	Name:
Title: NCIDQ Manager	Title:
Date: February 26, 2020   11:41 AM EST	Date:

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

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