



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

March 17, 2023

**SENT VIA EMAIL TO:** [Andrew.van.straten@ki.com](mailto:Andrew.van.straten@ki.com)

Andy Vanstraten  
Krueger International, Inc.  
1300 Bellevue St.  
Green Bay, WI 54302

Dear Vanstraten:

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

Participating Addendum 000000000223882 [Contract No.223882] for Office Furniture through NASPO ValuePoint Contract No. MA3968

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

Please sign and return **all sets** of documents, **VIA EMAIL**, to **Justin Patrick** at the following email address [justin.patrick@state.mn.us](mailto:justin.patrick@state.mn.us) above address by **Date March 21, 2023**.

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

If you have any questions, please contact me.

Sincerely,

*Justin Patrick*

Justin Patrick  
Acquisition Management Specialist  
Enclosure

## PARTICIPATING ADDENDUM

### NASPO ValuePoint

### For Office Furniture

## Between the State of Minnesota and Krueger International, Inc. (KI)

NASPO ValuePoint Contract No. MA3968

State of Minnesota Contract No. 00000000223882 [Contract No 223882]

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

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

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

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

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

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

**Architectural Products and Accessories.** Architectural Products and Accessories include prefabricated walls, typically steel or aluminum frame with custom design solutions for a variety of applications. A non-structural, manufactured wall system consisting of prefinished modular panels assembled to create various spaces. May be installed into a track system, panels may interlock or butt together with system hardware. Utilities and other infrastructure may be incorporated into the system as well as whiteboards, housing for monitors, and can incorporate lighting, and shelving. The system is best for floor to ceiling installations. This wall type is best suited for longer duration needs and for project separations in occupied spaces and as a barrier.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A and Exhibit B, which is 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: Justin Patrick or successor  
Title: Acquisition Management Specialist  
Address: Minnesota Department of Administration  
Office of State Procurement  
50 Sherburne Ave., 112 Administration Bldg.  
St. Paul, MN 55155  
Telephone: 651.201.2436  
Fax: 651.297.3996  
E-mail: justin.patrick@state.mn.us

4. **Authorized Signature:** The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

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

- a. The Minnesota Participating Addendum
- b. The NASPO ValuePoint Master Agreement
- c. The NASPO ValuePoint Solicitation
- d. Response to the NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

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

**Contract Vendor:  
KRUEGER INTERNATIONAL, 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.

DocuSigned by:

By: Michael Pum

Signature

Michael Pum

Printed Name

Title: Assistant SecretaryDate: 3/21/2023

By: \_\_\_\_\_

Signature

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Government Entity:****State of Minnesota****Office of State Procurement**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

DocuSigned by:

By: Justin W Patrick

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Title: Goods & Services SupDate: 4/3/2023**3. State of Minnesota****Commissioner of Administration**

Or delegated representative.

DocuSigned by:

By: Luke Jannett

0266C0BD8EF44DE...

Date: 4/3/2023

**Minnesota Exhibit A****Minnesota General Terms, Conditions, and Specifications****1. DEFINITIONS.**

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

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

- b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.
- e. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.
- f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. **EFFECTIVE DATE and CONTRACT PERIOD.** The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on March 21, 2023, or on the date of Participating Addendum execution, whichever is later, to January 21, 2028, unless terminated early or extended in accordance with the terms and conditions of the master agreement or this participating addendum. Renewal options (if any): N/A.

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

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

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

**6. INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.**

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

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

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action

is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

6.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

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

8. **GOVERNMENT DATA PRACTICES.**

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

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

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

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

11. **AFFIRMATIVE ACTION.**

The State intends to carry out its responsibility for requiring affirmative action by its contractors.

11.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

11.2 General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

#### AFFIRMATIVE ACTION FOR DISABLED WORKERS

11.3.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.3.2 The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

11.3.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

11.3.4 The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

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

11.4 Consequences. The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Contract by the Commissioner or the State.

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

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

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

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

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

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

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

17. **TAXES. DO NOT** add sales tax to the prices being offered. Effective July 1, 1995, State Agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. Although it is not required by the Department of Revenue, State Agencies will complete and submit the ST3 Form to the vendor upon request. See <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.** The State's Direct Pay permit will not apply for orders against a contract awarded through this contract. The Responder must include in their response prices any applicable State or Federal sales, excise, or use tax on all materials, supplies, and equipment that are to be utilized.

If orders are issued by CPV members, the Contractor should confirm all of the tax requirements with the ordering entity.

18. **SHIPPING REQUIREMENTS.** All prices must be FOB Destination, prepaid and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.
19. **DEFAULT.** If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.
20. **ASSIGNMENT, AMENDMENTS, WAIVER AND CONTRACT COMPLETE.**

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

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

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

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

21. **INTELLECTUAL PROPERTY.**

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

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

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

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

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

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



## 21.4 Obligations.

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

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

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

## 22. INDEMNIFICATION.

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

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

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

22.2 Nothing within this Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

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

24. **TERMINATION OF THE PARTICIPATING ADDENDUM.** The Participating Addendum may be canceled by the State 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.

25. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contractor must notify the State's Authorized Representative of changes in the Contractor's key administrative personnel, in advance and in writing. Any employee of the Contractor

who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contractor. In the event that an employee is removed pursuant to a written request from the State's Authorized Representative, the Contractor shall have 10 working days in which to fill the vacancy with an acceptable employee.

## 26. PUBLICITY AND ENDORSEMENT.

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

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

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

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

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

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

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

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

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

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

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

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

30. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the 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.
31. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.
32. **COPYRIGHT.** The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.
33. **SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
34. **IT ACCESSIBILITY STANDARDS.** Contract Vendor acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards – available online at [http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) or <http://mn.gov/oet/> – that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. If website, training or any of the above available through this contract, Contract Vendor agrees to develop functionality which supports accessibility.
35. **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](http://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.

36. **HAZARDOUS SUBSTANCES.**

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

These terms apply to goods supplied under this contract:

- 36.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.
- 36.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).
- 36.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.
- 36.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

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

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

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

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

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

38. **TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at <http://www.mmb.state.mn.us/vendorresources>.

39. **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 contract, and to all terms subsequently added, without regard to order of precedence.

40. **CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** If the value of this Contract, including all extensions, is \$50,000 or more, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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

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

**Minnesota Exhibit B****Minnesota General Terms, Conditions, and Specifications  
Services Performed by the Contract Vendor or Authorized Dealer****DEFINITIONS.**

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

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

**INSTALLATION IS NOT PART OF THIS CONTRACT.**

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

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

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

The Contract Vendor is responsible for the performance of the authorized dealer(s) and shall be responsible for the acts and omissions of its authorized dealer(s) under the Master Agreement. The State reserves the right to remove any authorized dealer(s) from this Participating Addendum at any time upon written notice to the Contract Vendor.

- 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 MA 3968 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.** Upon request, the Contract Vendor shall provide technical information for the products awarded under the Master Agreement demonstrating the ability to meet the following standards.
1. [The GreenScreen Certification for Furniture and Textiles](#), OR,
  2. [The Targeted Chemical Elimination criteria \(7.4.4\) under the ANSI/BIFMA e-3-2019 Standard](#), OR
  3. [Greenhealth Approved Seal for Furnishings](#)



**Attachment D****NASPO ValuePoint- MA3968 State of Minnesota Participating Addendum 223882****Kruger International, Inc Product and Discount Summary****Office Seating**

Model Line	Price Tier 1 Percentage Discount Less than or Equal to \$50,000	Price Tier 2 Percentage Discount Over \$50,001 to \$150,000	Price Tier 3 Percentage Discount Over \$150,001
Altus Task	44%	45%	45%
Diem Task	44%	45%	45%
FourC Task	44%	45%	45%
Impress Task	44%	45%	45%
Impress Ultra Task	44%	45%	45%
Oath Task	44%	45%	45%
Pilot Task	44%	45%	45%
Sift Task	44%	45%	45%
Apply Seating Collection	44%	45%	45%
Doni Seating Collection	44%	45%	45%
Grazie Seating Collection	44%	45%	45%
LimeLite Seating Collection	44%	45%	45%
Intellect Wave Task Chair	44%	45%	45%
Ruckus Task Chair	44%	45%	45%
Strive Seating Collection	44%	45%	45%
Torsion Air Seating Collection	44%	45%	45%
Affina Guest Chair	44%	45%	45%



Soltice Guest Chair	44%	45%	45%
Katera Guest Chair	44%	45%	45%
Soltice Metal Guest Chair	44%	45%	45%
Zoetry Guest Chair	44%	45%	45%
Opt4 Stack Seating & Stools	44%	45%	45%
Torsion on the Go	44%	45%	45%
400 Folding Chair	44%	45%	45%
600 Folding Chair	44%	45%	45%
Meastro Stack Seating	44%	45%	45%
Matrix Stack Seating	44%	45%	45%
600 Industrial Stool	44%	45%	45%
800 Industrial Stool	44%	45%	45%
Medical and Lab Stool	44%	45%	45%
Ricochet Stools	44%	45%	45%
<b>Lounge &amp; Public Seating</b>			
Affina Lounge Seating			
Jessa Lounge Seating	44%	45%	45%
Jubilee Lounge Seating	44%	45%	45%
Lyra Lounge Collection	44%	45%	45%
Sela Lounge Collection	44%	45%	45%
Soltice Lounge Collection	44%	45%	45%
Zoetry Collection	44%	45%	45%
MyPlace Lounge Collection	44%	45%	45%

MyWay Lounge Collection	44%	45%	45%
Affina Lounge Collection	44%	45%	45%
Hub Modular Seating Collection	44%	45%	45%
Calida Lounge Furniture	44%	45%	45%
Gladly Lounge Chair	44%	45%	45%
Sway Lounge Seating	44%	45%	45%
Hub Modular Seating	44%	45%	45%
MyPlace Lounge Furniture	44%	45%	45%
MyWay Lounge Seating	44%	45%	45%
Tattoo Slim Seating	44%	45%	45%
Kurv Benches	44%	45%	45%
Promenade Seating	44%	45%	45%
<b>Desks and Tables</b>			
DataLink Tables	44%	45%	45%
InTandem Tables	44%	45%	45%
Aristotle CaseGoods	44%	45%	45%
Likha Casegoods	44%	45%	45%
700 Desking	44%	45%	45%
Genesis Height Adjustable Desking	44%	45%	45%
True Desking	44%	45%	45%
WorkZone Desking	44%	45%	45%
Toggle Height Adjustable Tables	44%	45%	45%

WorkUp Height adjustable Tables	44%	45%	45%
BackBone Media Platform	44%	45%	45%
Athens Tables	44%	45%	45%
Barron Tables	44%	45%	45%
Portico Tables	44%	45%	45%
Trek tables	44%	45%	45%
Pillar Tables	44%	45%	45%
Pirouette tables	44%	45%	45%
Serenade Conference Collection	44%	45%	45%
Flex Occasional Table	44%	45%	45%
Soltice Occasional Table	44%	45%	45%
C-Table Personal Worksurface	44%	45%	45%
Connection Zone	44%	45%	45%
Tattoo Collection	44%	45%	45%
Intellect Activity Tables	44%	45%	45%
Calida Occasional Table	44%	45%	45%
Sway Occasional Table	44%	45%	45%
Affina Occasional Tables	44%	45%	45%
Lyra Occasional Tables	44%	45%	45%
MyWay Occasional Tables	44%	45%	45%
Soltice Metal Occasional Tables	44%	45%	45%

Zoetry Occasional Tables	44%	45%	45%
MyPlace Occasional Tables	44%	45%	45%
Smart Lift Table	44%	45%	45%
<b>Panel Systems</b>			
Unite System	44%	45%	45%
WireWorks System	44%	45%	45%
Systems 3000 Panel System	44%	45%	45%
Tattoo Screens	44%	45%	45%
Trellis Modular Power System	44%	45%	45%
All Terrain Mobile Screens	44%	45%	45%
Connection Zone Mobile Screens	44%	45%	45%
Balance Overheads	44%	45%	45%
Universal Adjustable Screens	44%	45%	45%
U-Series Overheads	44%	45%	45%
<b>Storage</b>			
700 Series Files & Storage	44%	45%	45%
U-Series Files & Storage	44%	45%	45%
All Terrain Files & Storage	44%	45%	45%
Connection Zone Storage	44%	45%	45%
Aristotle Casegoods	44%	45%	45%
Tattoo Collection	44%	45%	45%

Bobbr Undermount Storage	44%	45%	45%
Ruckus Collection	44%	45%	45%
Crossroads	44%	45%	45%
Serenade Credenza	44%	45%	45%
<b>Architectural Products</b>			
Genius Architectural Wall	44%	50%	50%
Evoke Architectural Wall	44%	50%	50%
Lightline Architectural Wall	44%	50%	50%
WiggleRoom	44%	45%	45%

Krueger Price List Links	
Office Seating	
Product Line	Price Links
Altus Task	<a href="https://ki.widen.net/content/rwaz5u9hfx/pdf/Altus-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/rwaz5u9hfx/pdf/Altus-Seating-Price-List.pdf?u=vzbxfu</a>
Diem Task	<a href="https://ki.widen.net/content/evg1e9mvak/pdf/Diem-Task-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/evg1e9mvak/pdf/Diem-Task-Seating-Price-List.pdf?u=vzbxfu</a>
FourC Task	<a href="https://ki.widen.net/content/6nslkvkhxe/pdf/FourC-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/6nslkvkhxe/pdf/FourC-Seating-Price-List.pdf?u=vzbxfu</a>
Impress Task	<a href="https://ki.widen.net/content/ilqjff621j/pdf/Impress-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/ilqjff621j/pdf/Impress-Seating-Price-List.pdf?u=vzbxfu</a>
Impress Ultra Task	<a href="https://ki.widen.net/content/izflepnxyn/pdf/Impress-Ultra-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/izflepnxyn/pdf/Impress-Ultra-Seating-Price-List.pdf?u=vzbxfu</a>
Oath Task	<a href="https://ki.widen.net/content/iwelobnt8r/pdf/Oath-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/iwelobnt8r/pdf/Oath-Seating-Price-List.pdf?u=vzbxfu</a>
Pilot Task	<a href="https://ki.widen.net/content/msslxnkgfu/pdf/Pilot-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/msslxnkgfu/pdf/Pilot-Seating-Price-List.pdf?u=vzbxfu</a>
Sift Task	<a href="https://ki.widen.net/content/cmxhth0ibw/pdf/Sift-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/cmxhth0ibw/pdf/Sift-Seating-Price-List.pdf?u=vzbxfu</a>
Apply Seating Collection	<a href="https://ki.widen.net/content/kjhjep0pcc/pdf/Apply-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/kjhjep0pcc/pdf/Apply-Seating-Price-List.pdf?u=vzbxfu</a>
Doni Seating Collection	<a href="https://ki.widen.net/content/eojta9w3do/pdf/Doni-Seating-Collection-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/eojta9w3do/pdf/Doni-Seating-Collection-Price-List.pdf?u=vzbxfu</a>
Grazie Seating Collection	<a href="https://ki.widen.net/content/ss8n2lzwjc/pdf/Grazie-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/ss8n2lzwjc/pdf/Grazie-Seating-Price-List.pdf?u=vzbxfu</a>
LimeLite Seating Collection	<a href="https://ki.widen.net/content/lq71vez1cg/pdf/LimeLite-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/lq71vez1cg/pdf/LimeLite-Seating-Price-List.pdf?u=vzbxfu</a>
Intellect Wave Task Chair	<a href="https://ki.widen.net/content/dmbl2z9wgo/pdf/Intellect-Wave-Classroom-Furniture-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/dmbl2z9wgo/pdf/Intellect-Wave-Classroom-Furniture-Price-List.pdf?u=vzbxfu</a>
Ruckus Task Chair	<a href="https://ki.widen.net/content/5jeqoespcg/pdf/Ruckus-Collection-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/5jeqoespcg/pdf/Ruckus-Collection-Price-List.pdf?u=vzbxfu</a>
Strive Seating Collection	<a href="https://ki.widen.net/content/dll3oqwos7/pdf/Strive-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/dll3oqwos7/pdf/Strive-Seating-Price-List.pdf?u=vzbxfu</a>
Torsion Air Seating Collection	<a href="https://ki.widen.net/content/3sgj9dzfhf/pdf/Torsion-Air-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/3sgj9dzfhf/pdf/Torsion-Air-Price-List.pdf?u=vzbxfu</a>
Affina Guest Chair	<a href="https://ki.widen.net/content/yzhoy8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/yzhoy8jee/pdf/Affina-Collection-Price-List.pdf?u=vzbxfu</a>

Soltice Guest Chair	<a href="https://ki.widen.net/content/jcarhofi5p/pdf/Soltice-Collection-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/jcarhofi5p/pdf/Soltice-Collection-Price-List.pdf?u=vzbxfu</a>
Katera Guest Chair	<a href="https://ki.widen.net/content/1oinmk2ccj/pdf/Katera-Seating-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/1oinmk2ccj/pdf/Katera-Seating-Price-List.pdf?u=vzbxfu</a>
Soltice Metal Guest Chair	<a href="https://ki.widen.net/content/huq5nzndqu/pdf/Soltice-Metal-Collection-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/huq5nzndqu/pdf/Soltice-Metal-Collection-Price-List.pdf?u=vzbxfu</a>
Zoetry Guest Chair	<a href="https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/ir8rmjk4el/pdf/Zoetry-Collection-Price-List.pdf?u=vzbxfu</a>
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Crossroads	<a href="https://ki.widen.net/content/sorm7goyyt/pdf/CrossRoads-Library-Furniture-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/sorm7goyyt/pdf/CrossRoads-Library-Furniture-Price-List.pdf?u=vzbxfu</a>
Serenade Credenza	<a href="https://ki.widen.net/content/lkywlxaoct/pdf/Serenade-Tables--Storage-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/lkywlxaoct/pdf/Serenade-Tables--Storage-Price-List.pdf?u=vzbxfu</a>
<b>Architectural Products</b>	
Genius Architectural Wall	* Price List are not available for Architectural products - Built according to your specific specifications. Quoted on a case-by-case basis.
Evoke Architectural Wall	** Architectural products are not quoted with installation and transportation charges.
Lightline Architectural Wall	*** Installation and Transportation charges are quoted per project.
WiggleRoom	<a href="https://ki.widen.net/content/1ssc0tq1ov/pdf/WiggleRoom-Price-List.pdf?u=vzbxfu">https://ki.widen.net/content/1ssc0tq1ov/pdf/WiggleRoom-Price-List.pdf?u=vzbxfu</a>

Participating Addendum for the State of Utah

Instructions: Please complete the cells in yellow.  
If you have more than one authorized dealer,  
please complete an additional column.

<u>Participating Addendum Information:</u>	<u>Authorized Dealer 1</u>	<u>Authorized Dealer 2</u>	<u>Authorized Dealer 3</u>
Authorized Dealer (AD) Legal Name:	Duet Resource Group	J. Leapaltdt & Associates, LLC (DBA J.Leapaltdt Contract Furniture)	Alternative Business Furniture (ABF)
Authorized Dealer Point of Contact:	Kyle Elsemore	Julie Leapaltdt	
AD Address:	224 South 1st Street Milwaukee, WI 53204	1228 Mill Creek Circle St. Cloud, MN 56303	6533 Flying Cloud Drive, Suite 800 Eden Prairie, MN 55344
AD Phone Number:	715-212-9335	320.492.3588	952.937.7688
AD Email:	<a href="mailto:kyle.elsemore@duetresourcegroup.com">kyle.elsemore@duetresourcegroup.com</a>	<a href="mailto:julie@ileapaltdt.com">julie@ileapaltdt.com</a>	<a href="mailto:info@altbusfurn.com">info@altbusfurn.com</a>
AD Website (if applicable and not OEM website):	<a href="http://www.duetresourcegroup.com">www.duetresourcegroup.com</a>	<a href="http://www.ileapaltdt.com">www.ileapaltdt.com</a>	<a href="http://altbusfurn.com">altbusfurn.com</a>
		W/S/ESBE	
<u>Questions:</u>			
Would you like the Authorized Dealer to be the main point of contact?	No		
Who should be listed to receive usage report notifications and be able to upload usage reports?	ANDY VANSTRATEN   Contract Manager P: 920.468.2394   E: andy.van.straten@ki.com		

F-379(5) Office Furniture Related Services			
Price Schedule			
VENDOR NAME:	Krueger International, Inc.		
VENDOR ADDRESS:	1330 Bellevue Street, Green Bay, WI 54302		
MINNESOTA VENDOR NUMBER:			
CONTACT INFORMATION:			
Name	Andy Van Straten		
Office Phone	920.468.2394		
Cell Phone			
Email	andrew.van.straten@ki.com		
Responders must complete a Cost Schedule spreadsheet for each county they wish to offer service or by combining all counties for which they quote identical pricing. Responders must complete a separate Price Schedule for each county that has a difference on any price on the schedule.			
The Responder must include any applicable State or Federal sales tax in their pricing for labor			
The prices listed below are for all counties in Minnesota.			
<div><input checked="" type="checkbox"/> X Yes <input type="checkbox"/> No</div>			
OR			
List County Names for which you are offering services:			
Weekday Cost: Monday through Friday, 7:30 a.m. to 4:00 p.m.CT			
Weekday Evening Cost: Monday through Friday, 4:01 p.m. to 7:29 a.m.CT			
Weekend/Holiday Cost: 4:01 p.m. CT (Friday) to 7:29 a.m. CT(Monday) - Includes State designated holidays. New Year's Day, Martin Luther King Day, Presidents Day, memorial Day, Independence Day, Labor Day, Thanksgiving Day and Day after			
Hourly costs shall be per person per hour. Responders can add additional crew types if needed. Responders should include a list of duties for any crew type they add. The responder must include the crew type and hourly wage for all services they are offering.			
Labor Costs	Crew Type	Unit Type	Unit Price
Weekday Costs	Design	Hour	\$95.00
Weekday Evening Cost	Design	Hour	\$142.50
Weekend/Holiday Cost	Design	Hour	\$128.00
CREW TYPE:			
LIST OF DUTIES:			
CREW TYPE:			
LIST OF DUTIES:			

## Workforce and Equal Pay Declaration Page

This form is required for all businesses executing government contracts under the following:

### Select one:

- ☐ Businesses executing a contract with **State or Metropolitan** agencies in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of \$100,000 ([Workforce Certificate](#)) and, if applicable, \$500,000 ([Equal Pay Certificate](#))
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of \$250,000 ([Workforce Certificate](#)) and, if applicable, \$1,000,000 ([Equal Pay Certificate](#))

### Select all that apply:

#### We are a certificate holder:

- ☐ Workforce Certificate under the name: \_\_\_\_\_
- ☐ Equal Pay Certificate under the name: \_\_\_\_\_

#### We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): \_\_\_\_\_
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): \_\_\_\_\_

#### We have not applied for one or both certificates:

- ☐ Our company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce Certificate and, if applicable, Equal Pay Certificate, or approved exemption by the Minnesota Department of Human Rights is required before a contract can be executed.

#### We are Exempt:

- ☒ We attest to the Minnesota Department of Human Rights that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. The Minnesota Department of Human Rights may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

### Business Information

 _____ Vendor/Supplier ID	Krueger International, Inc. _____ Business Name	Office of State Procurement _____ Name of Contracting Agency
Guy Patkze _____ Authorized Signatory Name	Assistant Secretary _____ Title	February 13, 2023 _____ Date
_____ Signature	guy.patkze@ki.com _____ Email	920.468.8100 _____ Phone

For assistance with this form, email the Minnesota Department of Human Rights [Compliance.MDHR@state.mn.us](mailto:Compliance.MDHR@state.mn.us)



## **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:

\$1,000,000 - 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**

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





# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
09/20/2022

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Green Bay WI Office 1175 Lombardi Avenue Suite 350 Green Bay WI 54304 USA	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): (920) 437-7123 FAX (A/C No.): (920) 431-6352 <b>E-MAIL ADDRESS:</b>																					
<b>INSURED</b> Krueger International Inc. 1330 Bellevue Street Green Bay WI 54302 USA	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Travelers Property Cas Co of America</td><td>25674</td></tr> <tr> <td>INSURER B:</td><td>The Standard Fire Ins Co</td><td>19070</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Property Cas Co of America	25674	INSURER B:	The Standard Fire Ins Co	19070	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER:** 570093856942 **REVISION NUMBER:**

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

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TJEXGL8E082519TIL22 SIR applies per policy terms & conditions	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Contractual Liability			TJCAP-8E082520-TIL-22	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$10,000			CUP3525040422NF	07/01/2022	07/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB5P3124482251k	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The State of Minnesota, its officers, and employees are included as Additional Insured in accordance with the policy provisions of the General Liability Coverage policy. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the State of Minnesota and employees in accordance with the policy provisions of the Business Auto Coverage, Umbrella Liability, General Liability Coverage, Workers Compensation policy. The general liability policy includes coverage for property of others as required by contract.

<b>CERTIFICATE HOLDER</b>  State of Minnesota 112 Administration Building 50 Sherburne Avenue St. Paul MN 55155 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	--

ACORD 25 (2016/03)

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QUOTATION: 23KJP-03162023/C

# Minnesota PA NASPO Example

CREATED 3/16/2023 | Valid Through 5/15/2023





# Minnesota PA NASPO Example

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: 23KJP-03162023/C

*CREATED 3/16/2023* / | **Valid Through 5/15/2023**

PRODUCT TOTALS	\$2,196.70
See Quote Detail Summary	\$0.00
<b>GRAND TOTAL</b>	<b>\$2,196.70</b>

**Requested Delivery Date:** To be Determined

**Sold To**  
To be Determined

**End User**  
To be Determined

**Ship To**  
To be Determined

**Installation**  
To be Determined






**Client Notes:**



# QUOTATION

**CREATED** 3/16/2023  
**VALID THROUGH** 5/15/2023  
**Prepared By** Kelli Plamann  
**Quote Filename** Minnesota PA NASPO Example - 23KJP-03162023/C

Line	Model	Qty.	Sell Price	Extended Total	TBD Options
<b>Tag 1: Office Seating</b>					
1.1	ALTCLA	Altus Conference Chair, Loop Arms, Upholstered	1	\$453.20	\$453.20
		Base Cylinder Type Casters Altus Fabric Fabric G1 Fabric 1A AVENUE Altus Mesh	Black plastic base Standard cylinder Carpet casters Compliance to TB 117-2013 Fabric Grade 1 1A AVENUE MIDNIGHT Grey	/P /STD /C /NFR GRD1 1AUPHAVENUE /1AMD /AMGR	
		<b>Price Description: Delivered/Open Market</b> <b>Lead Time: 5 - 7 Weeks; Ships from GREEN BAY, WI</b> <b>Please Note: Leadtime calculated on 3/16/2023 and is subject to change.</b>			
1.2	ALTMNA	Altus Mesh Chair, No Arms, Upholstered	1	\$864.60	\$864.60
		Base Casters Headrest Option Lumbar Support Altus Upholstery Altus Upholstery G1 Fabric 1A AVENUE Altus Mesh	Black plastic base Carpet casters No headrest Lumbar support Compliance to TB 117-2013 Fabric Grade 1 1A AVENUE MIDNIGHT Grey	/P /C /NHR /LS /NFR GRD1 1AUPHAVENUE /1AMD /AMGR	
		<b>Price Description: Delivered/Open Market</b> <b>Lead Time: 5 - 7 Weeks; Ships from GREEN BAY, WI</b> <b>Please Note: Leadtime calculated on 3/16/2023 and is subject to change.</b>			
1.3	OH94QB	Oath Arm Task Stool	1	\$573.10	\$573.10
		Base Finish Caster Type Oath Mesh Upholstery Grade/Color Upholstery Grade/Color G1 Fabric 1A AVENUE	Aluminum base Carpet casters Black Compliance to TB 117-2013 Fabric Grade 1 1A AVENUE MIDNIGHT	/A /CC /OMBL /NFR GRD1 1AUPHAVENUE /1AMD	
		<b>Price Description: Delivered/Open Market</b> <b>Lead Time: 7 - 9 Weeks; Ships from GREEN BAY, WI</b> <b>Please Note: Leadtime calculated on 3/16/2023 and is subject to change.</b>			
1.4	LLA100	LimeLite Four Leg Nesting Armless Chair with Casters, Poly	1	\$305.80	\$305.80
	No Image Available	Seat/Back Shell Color Shell Color Frame finish Caster Option	Compliance to TB 117-2013 Black Black Black	/NFR /PBL /BL /UCBL	
		<b>Price Description: Delivered/Open Market</b> <b>Lead Time: 7 - 9 Weeks; Ships from GREEN BAY, WI</b> <b>Please Note: Leadtime calculated on 3/16/2023 and is subject to change.</b>			
<b>Tag 1: Office Seating</b>				<b>WorkGroup Product Subtotal</b>	<b>\$2,196.70</b>

## Quote Summary

**Product SubTotal:** \$2,196.70  
**Estimated Sales Tax:** See Notes  
**Quote Total:** \$2,196.70

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

**PROJECT LEAD TIME SUMMARY:**

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.  

<u>Shipping Location</u>	<u>MFG Lead Time Range</u>
GREEN BAY, WI	7 - 9 Weeks
- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.





Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at [www.KI.com/terms](http://www.KI.com/terms)

Prepared by Kelli Plamann  
Market Code: 9=9=State/Local Gov't

Opportunity #:

Quote Filename: Minnesota PA NASPO Example - 23KJP-03162023

### Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:  
KI  
1330 Bellevue Street  
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
  - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
  - Ship To Information: complete legal name, address, contact name, contact phone number
  - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
  - Issue Date: date the purchase order was issued
  - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
  - Purchase Order Total: total of all items and services included on the purchase order
  - Authorization: signature of authorized purchasing agent or buying entity
  - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
    - Quantity of each item
    - Complete model number, including all finish and option information (by line item)
    - Net purchase price (by line item)
    - Extended net purchase price (all line items)
    - Any additional applicable charges (ex: installation and/or delivery charges)
    - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

**Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.**

INVOICE NUMBER

INVOICE DATE 3/15/23

KI Order #

I N V O I C E



KI.com/OrderStatus

Correspond to:

Krueger International, Inc.

P.O. Box 8100

Green Bay, WI 54308-8100

telephone (920) 468-8100

For office use only			
FAX 60CAB	E	Mkt-	1
Cat-P			TC-30

PAGE 001

~~Visit KI.com/OrderStatus for the most current order/shipping/invoice information.~~

\*\*\*\* ALL SALES AND OTHER TRANSACTIONS REFERENCED IN THIS INVOICE ARE GOVERNED \*\*\*\*

\*\*\*\* AND CONTROLLED BY THE TERMS AND CONDITIONS FOUND AT WWW.KI.COM/TERMS.

\*\*\*\*

SOLD TO: CUSTOMER

BILL TO: CUSTOMER

SHIP TO:

Customer PO

Payment Terms Net 30 Days

LATE PAYMENTS CHARGE OF 1.5% PER MONTH WILL BE APPLIED TO ALL INVOICES NOT PAID WITHIN TERMS SPECIFIED

## ELECTRONIC

Name: Krueger International, Inc.

Acct Type: Checking

Bank: JPMorgan Chase

Address: New York, NY 10017

ACH ABA Routing: 075000019

ACH Account: 859536887

Wire SWIFT ID: CHASUS33

Wire Routing: 021000021

Wire Account: 859536887

## CHECK

Krueger International, Inc.

P.O. Box 737048

Dallas, TX 75373-7048

F.I.N. 39-1375589

## Sales

Please contact your customer service representative with any questions or concerns:

(800) 454-9796

For information on how to maintain the appearance, finish, and function of your product, refer to KI'sCare and Maintenance guidelines, which include proper cleaning and disinfecting information.

NONSTANDARD PRODUCTS ARE NOT CANCELABLE AND NOT RETURNABLE

Order Note:

KI Line 1 Customer Ln 002

Desc

Qty Ordered

1

EA

Net Price

Ext Price

Qty Shipped

1

CUSTOMER UNIT OF MEASURE: EA

CUSTOMER PO LINE NO.: 0002

KI Line 2 Customer Ln 003

Item

Desc

Qty Ordered

1

EA

Net Price

Ext Price

Qty Shipped

1

CUSTOMER UNIT OF MEASURE: EA

SUBTOTAL

STATE: ALL

ZERO TAX RATE

.00

\*\* END OF INVOICE \*\*

U. S. Dollar

FINAL TOTAL