

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: Preston_Ziegler@MillerKnoll.com

Preston Ziegler MillerKnoll, Inc. 855 East Main Ave. Zeeland, MI 49464

Dear Mr. Ziegler:

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

Participating Addendum 00000000224758 [Contract No. 224758] for Office Furniture through NASPO ValuePoint Contract No. MA3967

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 <u>justin.patrick@state.mn.us</u> above address by **Date March 14, 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

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

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

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

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

NASPO ValuePoint

For Office Furniture

Between the State of Minnesota and MillerKnoll, Inc.

NASPO ValuePoint Contract No. MA3967

State of Minnesota Contract No. 0000000000000000224758 [Contract No. 224758]

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

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

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

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

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

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

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

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

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

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

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

1. Contract Vendor: MILLERKNOLL, 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. By: Time Barrios	2. Government Entity: State of Minnesota Office of State Procurement In accordance with Minn. Stat. § 16C.03, Subd. 3. By: Justin W Patrick DOSST/CEPAGSAF3 Title: Acquisition Management Specialist
Title: Vice President of Public Sector Sales Date: 3/17/2023	Date: 3/17/2023 3. State of Minnesota Commissioner of Administration Or delegated representative.
By: Ju Lancas Signature anenga Printed Name	By: Use Janut Occosomeration Date: 3/17/2023
Title: Director of Commercial contracts	
Date: 3/17/2023	

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. DEFINITIONS.

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

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

- **b.** <u>State Agencies.</u> This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.
- c. <u>Ordering Entity.</u> This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.
- d. <u>State and State of Minnesota.</u> 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. <u>Contract.</u> 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 January 22, 2023, or on the date of Participating Addendum execution, whichever is later, to January 21, 2024, unless terminated early or extended in accordance with the terms and conditions of the master agreement or this participating addendum.
- 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. A Usage Report must identify the State Contract Number and provide the following information:
 - The total amount of spend under the Contract by the State and other entities,
 - The total amount of spend by State agencies, and
 - The total amount of spend by other entities (CPV members).

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

First Quarter, from July 1 to September 30,

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

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

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

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

- 30. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the 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/ 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.

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.
- 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 MA3967 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 preforming the service. Price per hour, number of hours and extend price
- Detailed description of Charges for mileage, lodging and meals
- Total price for all products/items/services quoted
- Expiration date of quote
- Standard delivery costs are included in the cost of the furniture and cannot be listed as a separate line on the quote unless the charge is for expedited or special delivery that has been accepted in writing by the ordering agency and included on the purchase order.

Additional information may be required by the ordering entity so pricing can be verified. The Contract Vendor 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 preforming 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 preforming the services, estimated number of hours and what will be accomplished during that time, per hour cost and extended cost. Prior to beginning any project, the ordering entity representative or project manager shall review the plans with the Contract Vendor 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
 - 8.1 The Contract Vendor's current site detailing Environmental/BIFMA standards can be found at the following link: https://millerknoll.ecomedes.com/

MillerKnoll

January 22, 2023

MillerKnoll Inc. Price Sheet

Term: 1/22/23 - 1/21/28

NASPO Valuepoint MA# MA3967 Contract 224758

NASPO Value Point National Program Pricing

Discounts from List Price

Price Book Date: October 3, 2022

Percent of Net Fee 1.00%

Percent of Net Fee		1.00%					
		\$ 1 - \$50,000		\$50,001 - \$150,000		\$150,000+	
		Contract	Adjusted	Contract	Adjusted	Contract	Adjusted
Product Line	Code	Cust.	Cust.	Cust.	Cust.	Cust.	Cust.
*Whisk	HX	46.00	45.46	46.00	45.46	46.00	45.46
Accessories	8	68.00	67.68	68.75	68.44	70.75	70.46
Action Office 1 & 2 Panels	В	68.00	67.68	68.75	68.44	70.75	70.46
Action Office 2 Components	J	68.00	67.68	68.75	68.44	70.75	70.46
Aeron Chairs	EC	50.75	50.26	51.00	50.51	51.75	51.27
American Leather	AM	46.00	45.46	46.00	45.46	46.00	45.46
Aside Seating	PD	52.50	52.03	52.75	52.28	54.50	54.05
Axa	XA	34.00	33.34	34.25	33.59	35.75	35.11
Betwixt	LN	34.00	33.34	34.25	33.59	35.75	35.11
Burdick Group	Υ	46.00	45.46	46.00	45.46	46.00	45.46
Canvas Beam	FW	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Channel	FZ	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Dock	FD	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Group	FR	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Metal Storage	FM	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Office Landscape Metal Desk	FK	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Private Office	FV	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Vista	FX	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Wall	FT	68.00	67.68	68.75	68.44	70.75	70.46
Canvas Wood Storage	FF	68.00	67.68	68.75	68.44	70.75	70.46
Caper Chair	WC	52.75	52.28	53.00	52.53	54.00	53.54
Chadwick Modular Seating	V	46.00	45.46	46.00	45.46	46.00	45.46
Classical Seating	E	46.00	45.46	46.00	45.46	46.00	45.46
ColourForm Sofa Group	CU	46.00	45.46	46.00	45.46	46.00	45.46
Comma	WR	44.00	43.44	45.00	44.45	46.00	45.46
Commend	HQ	66.50	66.17	66.75	66.42	68.50	68.19
Cosm	FC	50.50	50.01	50.75	50.26	52.50	52.03
C-Style Overhead	CS	68.00	67.68	68.75	68.44	70.75	70.46
Eames Aluminum	Н	46.00	45.46	46.00	45.46	46.00	45.46
Eames Molded Plastic&Wire	VT	38.00	37.38	38.00	37.38	38.00	37.38
Eames Tables (Stone Top)	ET	46.00	45.46	46.00	45.46	46.00	45.46
Eames Tandem	L	46.00	45.46	46.00	45.46	46.00	45.46
Embody	CN	48.50	47.99	48.75	48.24	50.50	50.01
Energy	С	68.00	67.68	68.75	68.44	70.75	70.46
Ethospace	U	68.00	67.68	68.75	68.44	70.75	70.46
Everywhere Tables	IV	66.50	66.17	66.75	66.42	68.50	68.19
Exclave Performance Gear	EX	52.50	52.03	52.75	52.28	54.50	54.05
Geiger Catalyst	HL	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Caucus	HY	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Conference Tables	HZ	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Custom Product	G8	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Elsi	LC	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Foray	NG	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Generic	HR	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Levels	HV	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Mantle	AQ	50.50	50.01	50.75	50.26	51.50	51.02
Geiger MP	HE	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Occasional Tables	H9	50.50	50.01	50.75	50.26	51.50	51.02
Geiger One Casegoods	H1	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Other	GZ	50.50	50.01	50.75	50.26	51.50	51.02

Geiger Petri/Eco Commo	GT	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Reframe	HJ	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Seating	H6	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Seating Guest	H5	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Seating H7	H7	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Seating Lounge	H8	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Shelf	SS	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Stools	H2	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Tablet	G9	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Triuna	G2	50.50	50.01	50.75	50.26	51.50	51.02
Geiger Ward Bennett Seating	HU	50.50	50.01	50.75	50.26	51.50	51.02
Girard Textiles	CC	46.00	45.46	46.00	45.46	46.00	45.46
HAYHM	2C	43.00	42.43	43.75	43.19	45.00	44.45
Headway Tables	IM	66.50	66.17	66.75	66.42	68.50	68.19
Healthcare Action Lab	D	50.50	50.01	50.75	50.26	51.50	51.02
Healthcare Bedside Cabinets	CD	50.50	50.01	50.75	50.26	51.50	51.02
Healthcare Carts	SA	10.00	9.10	10.00	9.10	10.00	9.10
Healthcare Casework	CG	50.50	50.01	50.75	50.26	51.50	51.02
Healthcare Co/Struc	S	50.50	50.01	50.75	50.26	51.50	51.02
Healthcare Compass	TW CH	53.50	53.04	53.75	53.29	54.50	54.05
Healthcare Mora	СВ	50.50	50.01	50.75	50.26	51.50	51.02
Healthcare Prospect Herman Miller Tables	F	50.50	50.01	50.75	50.26	52.50	52.03
Intent	CF	64.75	64.40	65.25	64.90	66.00	65.66
Intersect Portfolio	CP	52.50	52.03	52.75	52.28	54.50	54.05
Keyn Chairs	TV	52.50	52.03	52.75	52.28	54.50	54.05
Layout Studio	LS	48.75 50.50	48.24 50.01	49.00 50.75	48.49 50.26	49.50 52.50	49.00 52.03
Leeway	LA	50.50	50.01 50.01	50.75	50.26 50.26	52.50	52.03 51.02
Lighting	A	68.00	67.68	68.75	68.44	70.75	70.46
Limerick	PO	52.50	52.03	52.75	52.28	54.50	54.05
Lino	MI	50.75	50.26	51.00	50.51	51.75	51.27
Meridian Lats	MF	53.50	53.04	53.75	53.29	55.50	55.06
Meridian Peds	MP	53.50	53.04	53.75	53.29	55.50	55.06
Meridian Storage & Bookcases	MS	51.50	51.02	51.75	51.27	53.50	53.04
Meridian Towers	MG	51.50	51.02	51.75	51.27	53.50	53.04
Metaform	BL	52.50	52.03	52.75	52.28	54.50	54.05
Mirra 2	LF	50.50	50.01	50.75	50.26	52.50	52.03
Modern Classics	ER	46.00	45.46	46.00	45.46	46.00	45.46
Motia Tables	AH	66.50	66.17	66.75	66.42	68.50	68.19
Naughtone	NO	46.00	45.46	46.00	45.46	46.00	45.46
Nelson Cube Sofa	ND	46.00	45.46	46.00	45.46	46.00	45.46
Nelson Tables	NX	34.00	33.34	34.25	33.59	35.75	35.11
NEM Guest Chairs- Brava	6K	46.00	45.46	46.00	45.46	46.00	45.46
NEM Guest Chairs- Dex	6I	46.00	45.46	46.00	45.46	46.00	45.46
NEM Guest Chairs- Other	6L	46.00	45.46	46.00	45.46	46.00	45.46
NEM Lounge Seating- Lauderdale	6B	46.00	45.46	46.00	45.46	46.00	45.46
NEM Multiple & Tandem Seating-Monarch	31	46.00	45.46	46.00	45.46	46.00	45.46
NEM Occasional Tables	41	46.00	45.46	46.00	45.46	46.00	45.46
NEM Overbed Tables Mirage	7Z	46.00	45.46	46.00	45.46	46.00	45.46
NEM Overbed Tables-EZ123	3W	46.00	45.46	46.00	45.46	46.00	45.46
NEM Palisade Tables	7T	46.00	45.46	46.00	45.46	46.00	45.46
NEM Physican Stools	5G	46.00	45.46	46.00	45.46	46.00	45.46
NEM Recliners-Culla	4Q	46.00	45.46	46.00	45.46	46.00	45.46
NEM Rockers & Gliders	4W	46.00	45.46	46.00	45.46	46.00	45.46
NEM Sleepers- Brava	6S	46.00	45.46	46.00	45.46	46.00	45.46
Nevi Link Height Adj Bench	IL 	66.75	66.42	67.00	66.67	68.00	67.68
Nevi Sit-to-Stand Tables	ID	66.75	66.42	67.00	66.67	68.00	67.68
OE1 Boundary	JC	65.00	64.65	65.50	65.16	66.00	65.66
OE1 Micro Packs	JD	66.00	65.66	66.50	66.17	67.00	66.67

OE1 Storage	JE	65.00	64.65	65.50	65.16	66.00	65.66
OE1 Tables and Benching	JF	66.00	65.66	66.50	66.17	67.00	66.67
Overlay	MN	52.50	52.03	52.75	52.28	54.50	54.05
Plex Seating	XX	46.00	45.46	46.25	45.71	46.50	45.97
Portrait Chair	AW	44.00	43.44	45.00	44.45	46.00	45.46
Pronta Stacking Chair	JO	50.50	50.01	50.75	50.26	52.50	52.03
Public Office Landscape	BV	53.50	53.04	53.75	53.29	55.50	55.06
Rapport	CM	44.00	43.44	45.00	44.45	46.00	45.46
Renew Link	IB	66.50	66.17	66.75	66.42	68.50	68.19
Renew Tables	ΙE	66.50	66.17	66.75	66.42	68.50	68.19
Rhythm	RM	44.00	43.44	45.00	44.45	46.00	45.46
Sayl Chairs	AV	50.75	50.26	51.00	50.51	51.75	51.27
Setu Chairs	RY	50.75	50.26	51.00	50.51	51.75	51.27
Smart Furnishings	LO	47.00	46.47	47.00	46.47	47.00	46.47
Striad	SD	46.00	45.46	46.00	45.46	46.00	45.46
Swoop Lounge Furniture	OA	46.00	45.46	46.00	45.46	46.00	45.46
Taper	FG	44.00	43.44	45.00	44.45	46.00	45.46
Textiles	K	68.00	67.68	68.75	68.44	70.75	70.46
Thrive - CBS	Z2	53.50	53.04	53.75	53.29	55.50	55.06
Thrive Global	Z3	53.50	53.04	53.75	53.29	55.50	55.06
Thrive Portfolio	ZZ	53.50	53.04	53.75	53.29	55.50	55.06
Tu Lats	UL	64.50	64.15	64.75	64.40	66.50	66.17
Tu Peds	UP	64.50	64.15	64.75	64.40	66.50	66.17
Tu Storage	US	64.50	64.15	64.75	64.40	66.50	66.17
Tu Towers	UT	64.50	64.15	64.75	64.40	66.50	66.17
Tu Wood Cases	UW	64.50	64.15	64.75	64.40	66.50	66.17
Tu Wood Credenzas	UJ	64.50	64.15	64.75	64.40	66.50	66.17
Tu Wood Cubbies	UH	64.50	64.15	64.75	64.40	66.50	66.17
Tu Wood Peds	UF	64.50	64.15	64.75	64.40	66.50	66.17
Tu Wood Towers	UI	64.50	64.15	64.75	64.40	66.50	66.17
Valor	CR	44.00	43.44	45.00	44.45	45.50	44.96
Verus Seating	PI	50.75	50.26	51.00	50.51	51.75	51.27
Wilkes Modular Sofa Group	M1	46.00	45.46	46.00	45.46	46.00	45.46

*Note Tiering for Knoll product lines is by product line code not Purchase Order volume

Knoll Product Lines	PC	Cust.	Cust.	Cust.	Cust.	Cust.	Cust.
Anchor	KLS	68.00	67.68	68.25	67.93	68.50	68.19
Antenna	KAW	68.00	67.68	68.25	67.93	68.50	68.19
Autostrada	KAS	68.00	67.68	68.25	67.93	68.50	68.19
Calibre	KFS	59.00	58.59	59.25	58.84	59.50	59.10
Currents	KCU	68.00	67.68	68.25	67.93	68.50	68.19
Dividends Horizon	KDH	68.00	67.68	68.25	67.93	68.50	68.19
Extra	KES	59.00	58.59	59.25	58.84	59.50	59.10
Generation	GEN	59.00	58.59	59.25	58.84	59.50	59.10
Islands	KIL	57.00	56.57	57.25	56.82	57.50	57.08
K. Base	KBA	68.00	67.68	68.25	67.93	68.50	68.19
k.lounge	KLO	56.50	56.07	56.75	56.32	57.00	56.57
k.stand	KSA	68.00	67.68	68.25	67.93	68.50	68.19
k.task	KTA	59.00	58.59	59.50	59.10	60.00	59.60
Life	LIF	59.00	58.59	59.25	58.84	59.50	59.10
Moment	MOM	59.00	58.59	59.25	58.84	59.50	59.10
MultiGeneration	MGN	59.00	58.59	59.25	58.84	59.50	59.10
Muuto	MUU	22.50	21.73	22.75	21.98	23.00	22.23
Ollo	OLO	59.00	58.59	59.25	58.84	59.50	59.10
Pixel Table	PIX	56.50	56.07	56.75	56.32	57.00	56.57
Quoin	KQU	68.00	67.68	68.25	67.93	68.50	68.19
Reff Profiles	REF	68.00	67.68	68.25	67.93	68.50	68.19
ReGeneration	RGN	59.00	58.59	59.25	58.84	59.50	59.10

Remix	RMX	59.00	58.59	59.25	58.84	59.50	59.10
Rockwell	KRW	57.25	56.82	57.50	57.08	58.00	57.58
Series 2 Template	KS2	68.00	67.68	68.25	67.93	68.50	68.19
Standard Specials	KCP	68.00	67.68	68.25	67.93	68.50	68.19
Studio	KUS	52.00	51.52	52.50	52.03	53.00	52.53
Template	KTP	68.00	67.68	68.25	67.93	68.50	68.19
Toboggan	TBG	59.00	58.59	59.25	58.84	59.50	59.10
Tone	KTO	68.00	67.68	68.25	67.93	68.50	68.19

MillerKnoll

c	Product Line	Price Book Link
Geiger	All product lines	https://www.geigerfurniture.com/resources/product-information/price-books/
Hay	All product lines	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/hay/PB_HAY.pdf
Herman Miller	Action Office System	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_AOS.pdf
Herman Miller	Aeron	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_AEN.pdf
Herman Miller	Ambit	https://www.hermanmiller.com/content/dam/proposal_center/naspo/ambit.pdf
Herman Miller	Aside Chair	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ASI.pdf
Herman Miller	Axa	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_AFC.pdf
Herman Miller	Canvas Channel	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CCB.pdf
Herman Miller	Canvas Dock	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CDB.pdf
Herman Miller	Canvas Group	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB CGB.pdf
Herman Miller	Canvas Filing Metal	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CFS.pdf
Herman Miller	Canvas Wall and Private Office	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB CWB.pdf
Herman Miller	Canvas Vista	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB CVV.pdf
Herman Miller	Canvas Storage	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CFS.pdf
Herman Miller	Caper Chair	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CAP.pdf
Herman Miller	Collection	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CAP.pdf
Herman Miller	Commend	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_HCL.pdi
Herman Miller		
	Compass	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CMP.pdf
Herman Miller	Cosm	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CSM.pdf
Herman Miller	CoStruc	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_COS.pdf
Herman Miller	Eames Conference/Dining Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ETA.pdf
Herman Miller	Eames Tandem Sling Seating	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ETS.pdf
Herman Miller	Embody	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_EMB.pdf
Herman Miller	Ethospace	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_ETH.pdf
Herman Miller	Everywhere Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_EWT.pdf
Herman Miller	Exclave	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_EPG.pdf
Herman Miller	Headway Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_HWT.pdf
Herman Miller	Height Adjustable Benching	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_HAB.pdf
Herman Miller	Intent Solution	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_IES.pdf
Herman Miller	Keyn	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_KYN.pdf
Herman Miller	Lab Stool	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LAB.pdf
Herman Miller	Layout Studio	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LSN.pdf
Herman Miller	Limerick	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LIM.pdf
Herman Miller	Lino	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_LCS.pdf
Herman Miller	Live Platform	https://www.hermanmiller.com/products/smart-office/live-platform/
Herman Miller	Meridian Pedestals	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MPE.pdf
Herman Miller	Meridian Lateral Files	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB MLF.pdf
Herman Miller	Meridian Storage Towers	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MST.pdf
Herman Miller	Meridian Storage Cases, Powered	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MSC.pdf
Herman Miller	Mirra 2	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MIT.pdf
Herman Miller	Mora	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MRA.pdf
Herman Miller	Motia	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_MOT.pdf
Herman Miller	Nevi Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_NEV.pdf
Herman Miller	OE1	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_0E1.pdf
Herman Miller	Overlay	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_OVR.pdf
Herman Miller	Plex	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_PLX.pdf
Herman Miller	Procedure/Supply Carts	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_CAR.pdf
Herman Miller	Pronta	https://www.hermanmiller.com/products/seating/stacking-chairs/pronta-stacking-chair/proresources/
Herman Miller	Prospect	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_PPR.pdf
Herman Miller	Public Office Landscape	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_PUB.pdf
Herman Miller	Renew Tables	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_REN.pdf
Herman Miller	Sayl	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_SYL.pdf
Herman Miller	Setu	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_SET.pdf
Herman Miller	Swoop	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_SWP.pdf
i ioiiiiaii iviiiiel	Lowooh	https://www.normanniiior.com/conteni/dam/nermanniiie//documents/phong/Fb_3WF.pdi

Herman Miller	Tu Metal Storage	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_TMS.pdf
Herman Miller	Tu Wood Storage	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_TWS.pdf
Herman Miller	Valor	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_VAL.pdf
Herman Miller	Verus	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_VER.pdf
	Whisk	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/PB_WSK.pdf
Knoll	All product lines	Knoll Price Book Library
naughtone	All product lines	https://www.hermanmiller.com/content/dam/hermanmiller/documents/pricing/naughtone/PB_NAU.pdf
Nemschoff	All product lines *See product pages for pricing	https://www.hermanmiller.com/products/healthcare/all-healthcare/

F-379(5) Office Furniture Related Services Price Schedule per Authorized Dealer

		F-379(5) Office Furniture Related S	ervices				
		Price Schedule					
VENDOR NAME:	Intereum						
VENDOR ADDRESS:_	9800 8th A	we N Plymouth, MN 55441					
MINNES OTA VENDO	OR NUMBER	t:					
CONTACT INFORMA	TION:	Tony Bachman tbachman@intereum.co	m 763 238 0 112				
Responders must co	mplete a Co	st Schedule spreadsheet for each count	y they wish to offer service o	r by combining all counties			
for which they quote	identical p	ricing. Responders must complete a sep	arate Price Schedule for each	ch county that			
has a difference on a	any price o	n the schedule.					
The Responder must	t include an	y applicable State or Federal sales tax in	their pricing for labor				
The prices listed belo	ow are for a	Il counties in Minnesota.	xYes	No			
OR							
List County Names fo	or which yo	u are offering services:					
Weekday Cost: Mo	nday throug	th Friday, 7:30 a.m. to 4:00 p.m.					
		ay through Friday, 4:01 p.m. to 7:29 a.m					
		o.m. (Friday) to 7:29 a.m. (Monday) - inc		ave			
		Luther King Day, Presidents Day, memorial D			istmas Day.		
	,-	,	, , ,		,		
Hourly costs shall be	per persor	per hour. Responders can add additio	nal crew types if needed.				
Responders should i	include a lis	t of duties for any crew type they add.	The responder must include	e the crew type			
and hourly wage for	all service	they are offering.					
Labor Cost	ts	Crew Type	Unit Type	Unit Price	5/2022 Rates	* Pending incr	rease May 2023
		Service Technician/Installer	Hour	\$114.00	\$ 114.00	prevailing way	2"
		Design	Hour	\$80	\$ 80.00		-
		Project Manager	Hour	\$100	\$ 100.00		
Weekday Co	1515	Custom Shop Technician	Hour	\$67	\$ 67.00		
		Warehouse Technician	Hour	\$64.00	\$64.00		
		Service Technician/Installer	Hour	\$218	\$ 217.50	prevailing way	g:
		Design	Hour	\$120	\$ 120.00		
Weekday Evenir	ng Cost	Project Manager	Hour	\$150	\$ 150.00		
	-	Custom Shop Technician	Hour	\$100.50	\$ 100.50		
		Warehouse Technician	Hour	\$96.00	\$96.00		
		Service Technician/Installer	Hour	\$218	\$ 217.50	prevailing was	ge ge
		Design	Hour	\$120	\$ 120.00		
Weekend Co	ost	Project Manager	Hour	\$150	\$ 150.00		
		Custom Shop Technician	Hour	\$100.50	\$ 100.50		
		Warehouse Technician	Hour	\$96.00	\$96.00		
	•	Service Technician/Installer	Hour	\$290	\$ 290.00	prevailing way	g:
		Design	Hour	\$160	\$ 160.00		
Haliday Cost & S	unday's	Project Manager	Hour	\$200	\$ 200.00		
		Custom Shop Technician	Hour	\$134.00	\$ 134.00		
		Warehouse Technician	Hour	\$128.00	\$128.00		
CREW TYPE:	Furniture	nstallation					
CREW TYPE: LIST OF DUTIES:		nstallation Material Handling, Install, Clean, Punch\	Wak				
			Wak				
			Wak				
LIST OF DUTIES:			Wak				
LIST OF DUTIES:			Walk				
LIST OF DUTIES:	Transport	Material Handling, Install, Clean, Punch \	Walk S0.80 per skid, skid =26 sq.	ft.	.90 per square	e foot	
LIST OF DUTIES: CREW TYPE: LIST OF DUTIES:	Transport	Material Handling, Install, Clean, Punch \		ft.	.90 per square	e foot	
LIST OF DUTIES: CREW TYPE: LIST OF DUTIES:	Transport	Material Handling, Install, Clean, Punch \ OOT PER WEEK:		ft.	.90 per square	: foot	

	F-379(5) O	ffice Furniture	e Related Services		
		Price Sched			
VENDOR NAME:	PARAMETERS, LTD.	11100 001100			
VENDOR ADDRESS:	705 MARQUETTE AVE	S, STE 1000, MINNEAPOL	IS, MN 55402		
MINNESOTA VENDOR NUMBER:	2694025				
CONTACT INFORMATION:					
Name Office Phone	CHRIS ROSE				
Cell Phone	612-961-2767				
Email	CROSE@PARAMETE	RS.COM			
Responders must complete a Cost Schedule spread		•			
for which they quote identical pricing. Responders has a difference on any price on the schedule.	must complete a sep	arate Price Schedule for	each county that		
The Responder must include any applicable State of	r Federal sales tax in t	heir pricing for labor			
The prices listed below are for all counties in Minne	sota			xYes	No
The prices isseed below are for all counties in Milline	Jota.				
OR					
List County Names for which you are offering service	es:				
Weekday Cost: Monday through Friday, 7:30 a.m.	to 4:00 n m CT				
Weekday Evening Cost: Monday through Friday, 4	•	CT			
Weekend/Holiday Cost: 4:01 p.m. CT (Friday) to Day, Independence Day, Labor Day, Thanksgiving	7:29 a.m. CT(Monday		ated holidays. New Year's Day, Martin Lut	her King Day, Presi	dents Day, memorial
Hourly costs shall be per person per hour. Respon	ders can add addition	nal crew types if needed	. Responders should include a list of duti	es for any crew type	they add. The
responder must include the crew type and hourly	wage for all services t	hey are offering.			
Labor Co	nets		Crew Type	Unit Type	Unit Price
Labor Co	3313		Project Manager	Hour	\$100.00
			Design	Hour	\$100.00
Weekday	Costs		Installation Supervisor	Hour	\$120.00
_			Installer	Hour	\$120.00
			Project Manager	Hour	*****
Weekday Eve	ning Cost		Installation Supervisor Installer	Hour Hour	\$185.00 \$185.00
1	8		The state of the s	11001	\$105.00
			Project Manager	Hour	
			Installation Supervisor	Hour	\$240.00
Weekend/Hol	iday Cost		Installer	Hour	\$240.00
CREW TYPE:					
UNION LABOR CREW					
LIST OF DUTIES:					
INSTALLATION SUPERVISOR INSTALLER			_		
INSTALLER			-		
CREW TYPE:					
CREW TIPE.					
LIST OF DUTIES:					
STORAGE COSTS PER SQUARE FOOT PE	R WEEK:				\$0.55
ADDITIONAL COSTS.					
No additional costs. If services/duties outside of the	nose listed are require	ed, rates will be provided	l upon request. Please Provide a Descript	ion and Cost for ea	ch if applicable.
		Description			Cost
	TRUCK	CHARGES PER HOUR			\$55.00

Workforce and Equal Pay Declaration Page

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

Sele	ect one:		
X	Businesses executing a contract Certificate) and, if applicable, \$	t with State or Metropolitan agencies 500,000 (<u>Equal Pay Certificate</u>)	in excess of \$100,000 (Workforce
	_	t with University of Minnesota for gen <u>Workforce Certificate</u>) and, if applicab	-
	_	t with Political Subdivisions for genera <u>Workforce Certificate</u>) and, if applicab	•
Sele	ect all that apply:		
Wea	are a certificate holder:		
		e name:	
	•	name:	
		for the following certificate(s):	
_		on date (MM/DD/YYYY):	
		n date (MM/DD/YYYY):	
	have not applied for one or		
	Workforce Certificate and, if ap	e a Workforce Certificate or Equal Pay of plicable, Equal Pay Certificate, or appropriate to be exe	oved exemption by the Minnesota
Wea	are Exempt:		
Ø	on a single day during the prior business. The Minnesota Depar	partment of Human Rights that we have 12 months in Minnesota or the state in the surrest that it is applicable, and the currest that it is applicable, and the surrest that it is applicable, and the surrest in the state in the	ne names of our employees during the
Bus	iness Information		
Mille	rKnoll, Inc	(dba) Herman Miller, Inc.	Department of Administration
Ven	dor/Supplier ID	Business Name	Name of Contracting Agency

For assistance with this form, email the Minnesota Department of Human Rights Compliance.MDHR@state.mn.us

Vice President, Public Sector

tim_barrios@millerknoll.com

Title

Email

3/17/2023

616-654-3457

Date

Phone

Authorized Signatory Name

Tim Barrios

Signature



WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **INTEREUM, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: 5/14/2019
Certificate expiration date: 5/13/2023

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner



July 27, 2022

SENT ELECTRONICALLY BY EMAIL

INTEREUM, INC 9800 8th Ave N Plymouth MN 55441 ATTN: Jackie Chodl VP People and Culture

Re: Equal Pay Certificate of Compliance Approval

Congratulations! The Minnesota Department of Human Rights (MDHR) has reviewed and approved your business's application for an Equal Pay Certificate of Compliance. This certificate allows you to execute contracts of \$500,000 or more for state and metropolitan agencies.

The Office of Equity and Inclusion for Minnesota Businesses is excited to partner with your organization in creating and implementing policies that foster equity, diversity, and inclusion. The Office of Equity and Inclusion will support your equal pay commitments by providing trainings, toolkits, and technical guidance to ensure that your workforce reflects the communities it is a part of and to prevent workplace discrimination.

The Office of Equity and Inclusion for Minnesota Businesses is tasked with oversight of your good faith efforts to comply with equal pay laws and may periodically request information from you.

Through our partnership, MDHR is committed in its goal of creating a world where everyone can lead full lives, rich with dignity and joy.

If you have any questions, contact the Office of Equity and Inclusion at compliance.mdhr@state.mn.us or 651-539-1095.

Sincerely,

Rebecca Lucero, Commissioner

Minnesota Department of Human Rights



EQUAL PAY CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **INTEREUM, INC** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: July 27, 2022

Certificate expiration date: July 26, 2026

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

STATE OF MINNESOTA DEPARTMENT OF ADMINISTRATION OFFICE OF STATE PROCUREMENT

TAXPAYER IDENTIFICATION

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

Firm Name: _MillerKnoll, Inc(dba	a Herman Miller, Inc.)
Address: _855 East Main Ave	
_Zeeland, MI 49464	
Minnesota SWIFT Vendor Registrati	on Number:
	If you are not registered as a vendor to the State in the SWIFT Procurement System, you must register online at http://www.mmb.state.mn.us/vendorresources .
	(Note: If approved, you will receive your SWIFT vendor number two business days after you register.)
Are you a sole proprietorship?	Yes x No
Are you an independent contractor?	x Yes No

CINCINNATI OH 45999-0038

In reply refer to: 0235220159 Feb. 14, 2022 LTR 147C 0 **-***7640 000000 00

> 00001809 BODC: LM

MILLERKNOLL INC 855 E MAIN AVE ZEELAND MI 49464-1366



031692

Employer identification number: **-***7640

Dear Taxpayer:

We received your request dated Feb. 01, 2022, asking us to verify your employer identification number and name.

Your employer identification number (EIN) is 38-0837640. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM~(800-829-3676).

If you have questions, you can call Mary Ann Cross at 859-320-3443 between 7:00 a.m. and 3:00 p.m. EST.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone	number	().		Hours	
-----------	--------	---	----	--	-------	--

Keep a copy of this letter for your records.

Thank you for your cooperation.

0235220159
Feb. 14, 2022 LTR 147C 0
-*7640 000000 00
00001810

MILLERKNOLL INC 855 E MAIN AVE ZEELAND MI 49464-1366

Sincerely yours,

Taxpayer Relations

Raymond J. Schutte, Department Mgr.

Enclosures: Copy of this letter

STATE OF MINNESOTA DEPARTMENT OF ADMINISTRATION OFFICE OF STATE PROCUREMENT

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155. Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME:	Tony Bachman	TITLE:	
TELEPHONE NUMBER:	763-417-3324	FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	TBachman@intereum.com
CONTACT PERSON TO E	EXPEDITE ORDERS (if different fro	om above):	
NAME:	Same as above	TITLE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	
ORDER ADDRESS:			
STREET/PO BOX:	9800 8 th Ave. N.		
CITY/STATE:	Plymouth, Minnesota	ZIPCODE:	55441
TELEPHONE NUMBER:	763-417-3300	FAX NUMBER:	763-417-3309
TOLL FREE NUMBER:		E-MAIL:	miverson@intereum.com
REMIT-TO ADDRESS: Sa	ame as above		
STREET/PO BOX:			
CITY/STATE:		ZIPCODE:	
TELEPHONE NUMBER:		FAX NUMBER:	
TOLL FREE NUMBER:		E-MAIL:	

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:
 - X Owned Automobile
 - X Non-owned Automobile
 - X Hired Automobile

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

3. General Liability Insurance:

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

A. Minimum Limits of Liability:

\$2,000,000 - Per Occurrence

\$2,000,000 - Annual Aggregate

\$2,000,000 - Annual Aggregate applying to Products/Completed Operations

- B. Coverages
 - X Premises and Operations Bodily Injury and Property Damage
 - X Personal & Advertising Injury
 - X Blanket Contractual
 - X Products and Completed Operations
 - X State of Minnesota named as an Additional Insured
- 4. **Property of Others Insurance (or equivalent)**. [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) 3/16/2023

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

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

COVERAGES	CERTIFICATE NUMBER: 3008/1576	PEVISION NUM	ARED:			
		INSURER F:				
		INSURER E:				
Zeeland, MI 49464		INSURER D:				
855 E Main Ave.		INSURER c : Standard Fire Insurance Company	19070			
INSURED MillerKnoll, Inc.	HERMMIL-02	INSURER B: Everest National Insurance Company	10120			
		INSURER A: The Travelers Indemnity Company of	CT 25682			
Grand Rapids MI 49503		INSURER(S) AFFORDING COVERAGE	NAIC#			
Suite 301		E-MAIL ADDRESS: carolyn_schultz@ajg.com				
Arthur J. Gallagher Risk Manage 300 Ottawa NW	ment Services, LLC	PHONE (A/C, No, Ext): 616-233-0910	FAX (A/C, No): 616-233-0923			
PRODUCER		CONTACT NAME: Carolyn Schultz				
tills ocitilloate does not conici il	ghts to the certificate holder in hea or st	ich chaorsement(s).				

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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR		TYPE OF INSURANCE	ADDL :	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY			HC2EGLSA9P53026A22	6/1/2022	6/1/2023	EACH OCCURRENCE	\$2,000,000	
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
								MED EXP (Any one person)	\$ Excluded	
								PERSONAL & ADV INJURY	\$1,000,000	
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000	
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		OTHER:							\$	
Α	AU1	TOMOBILE LIABILITY			HC2ECAP9P53025822	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	
	Х	ANY AUTO						BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	Х	UMBRELLA LIAB X OCCUR			XC8CU00048221	6/1/2022	6/1/2023	EACH OCCURRENCE	\$ 1,000,000	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 1,000,000	
		DED X RETENTION \$ 10,000							\$	
С		RKERS COMPENSATION EMPLOYERS' LIABILITY			UB4T50865922NCT	6/1/2022	6/1/2023	X PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE N							E.L. EACH ACCIDENT	\$1,000,000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,000	
					l .					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: F-379(5), Contract # 224758, furniture: seating, systems, office & related services.

CERTIFICATE HOLDER CA	ANCELLATION
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State of Minnesota 112 Administration Bldg., 50 Sherburne Ave St. Paul MN 55155

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

INTEINC-14

KATHERINEHUO

DATE (MM/DD/YYYY) 4/12/2022

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

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

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

PRODUCER	CONTACT Owen Sehon		
IFP Property & Casualty Services, Inc.	PHONE (A/C, No, Ext): FAX (A/C, No):		
05 Highway 169 N cuite 1100	E-MAIL ADDRESS: Owen.Sehon@NFP.com		
Minneapolis, MN 55441	INSURER(S) AFFORDING COVERAGE		
	INSURER A: Hartford Underwriters Insurance Company		
NSURED	INSURER B: Trumbull Insurance Company	27120	
Intereum, Inc	INSURER C: Hartford Casualty Insurance Company		
9800 8th Ave N	INSURER D : Hartford - Rated Multiple Companies	00914	
Plymouth, MN 55441	INSURER E: Twin City Fire Insurance Company		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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.

		JSIONS AND CONDITIONS OF SUCH								
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	s	
Α	Х	COMMERCIAL GENERAL LIABILITY					\	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	Х	36 UUN GB0334	5/1/2022	5/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
В	AU ⁻	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO		X	36 UEN GB0505	5/1/2022	5/1/2023	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
С	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	20,000,000
		EXCESS LIAB CLAIMS-MADE			36 RHU GA8622	5/1/2022	5/1/2023	AGGREGATE	\$	20,000,000
		DED X RETENTION \$ 10,000							\$	
D	WOF	RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A	X	36 WE AL1HC6	5/1/2022	5/1/2023	E.L. EACH ACCIDENT	\$	1,000,000
		ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
E	Cri	me			36KB0380090-22	5/1/2022	5/1/2023	Employee Theft		1,000,000
ĺ										
			1	1	1					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Minnesota is Included as Additional Insured with respect to General Liability and Umbrella Liability on a primary and noncontributory basis per written contract or agreement subject to policy terms and conditions. Waiver of subrogation applies in favor of The State of Minnesota with respect to General Liability, Automobile Liability and Workers Compensation per written contract or agreement subject to policy terms and conditions.

CERTIFICATE HOLDER ______CANCELLATION

The State of Minnesota
Department of Administration -Materials Management Division
112 Administration Building
50 Sherburne Ave
Saint Paul, MN 55155

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

John Sillar #



SAMPLE INVOICE

Invoice

Remit To: Intereum, Inc. 9800 8th Avenue North Plymouth, MN 55441 Phone: 763-417-3300

Email: ar@intereum.com www.intereum.com

Invoice Number	193559
Invoice Date	11/23/2022
Customer PO	3000042943
Order	87621
Sales Contact	Tony Bachman
Due Date	12/23/2022
Terms	NET 30
Page	1 of 2

Т	MN IT @ DNR
0	Attn: Accounts Payable
	658 Cedar St
	Saint Paul, MN 55155-1603

ATTN: A P Invoices for IT SVCS

S MN IT Services

H 658 Cedar St Room B18

Centennial Bldg

Т

Saint Paul, MN 55155-1603

O ATTN: Bruce Zimmerman Phone: 651-201-1138

Project description: 5th South Taller Panels

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	4.00	FT110.5736A +Frame,Open Base 57H 36W Tag: ANK583	\$83.84	\$335.36
2	4.00	FT111.2236LD +Frame,Stacking 22H 36W Tag: ANK583	\$71.68	\$286.72
3	1.00	FT121.357 +Conn 90,Universal,3way-for 53H frames and higher Tag: ANK583	\$43.84	\$43.84
4	1.00	FT122.2 +Conn 90-Deg Universal,Stacking,2way,90 deg Tag: ANK583	\$16.64	\$16.64
5	1.00	FT123.111NP91 +Conn Cover 90-Deg, 1 Side Covered,No Base Ptd 11H Tag: ANK583	\$16.64	\$16.64
6	1.00	FT123.179AP91 +Conn Cover 90-Deg, 1 Side Covered,Open Base Ptd 79H Tag: ANK583	\$23.36	\$23.36
7	1.00	FT123.311NP91 +Conn Cover 90-Deg, 3 Sides Covered,No Base Ptd 11H Tag: ANK583	\$27.20	\$27.20
8	1.00	FT126.1AP91 +Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd Tag: ANK583	\$13.12	\$13.12
9	1.00	FT126.2BP91 +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 180- Deg Ptd Tag: ANK583	\$13.12	\$13.12
10	2.00	FT128.57 +Connection Hardware, Frame-to-Frame 57H Tag: ANK583	\$13.44	\$26.88
11	1.00	FT160.79AP91 +Finished End,Open Base Ptd 79H Tag: ANK583	\$29.44	\$29.44
12	4.00	FT175.1136T91-91 +Rail Tile,Top 11H 36W Tag: ANK583	\$86.08	\$344.32



Invoice

Remit To: Intereum, Inc. 9800 8th Avenue North Plymouth, MN 55441 Phone: 763-417-3300

Invoice Number	193559
Invoice Date	11/23/2022
Customer PO	3000042943
Order	87621
Sales Contact	Tony Bachman
Due Date	12/23/2022
Terms	NET 30
Page	2 of 2

\$4,032.07

Email: ar@intereum.com www.intereum.com

13	4.00	FT181.1136T91-51-02 +Upper Tile, Tackable Fabric 11H 36W Tag: ANK583		\$38.08	\$152.32
14	8.00	FT181.2236T91-51-02 +Upper Tile, Tackable Fabric 22H 36W Tag: ANK583		\$53.44	\$427.52
15	4.00	TECH Designer Technical Services Tag: Services		\$80.00	\$320.00
17	3.00	PM Project Management		\$100.00	\$300.00
18	1.00	INSTALLATION ACTUAL 14 hours x \$114.00 = \$1596 (prevailing wage) Marathon Invoice # -Print Line unchecked -See True Up Process		\$1,596.00	\$1,596.00
				Sub-Total :	\$3,972.48
			Please Pay Thi	s Amount :	\$3,972.48

THANK YOU FOR CHOOSING INTEREUM - YOUR BUSINESS IS APPRECIATED!

After 12/23/22 Please Pay This Amount:

Credit cards are accepted for projects under \$5,000.



SAMPLE PROPOSAL

Proposal

Corporate 9800 8th Avenue North Plymouth, MN 55441 Phone: 763-417-3300 www.intereum.com

Quote/Order	87621
Project #	
Date	08/10/2022
Payment Terms	NET 30
Page	1 of 5

	Т	MN	IT	@	DNR
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Attn: Accounts Payable

658 Cedar St

Saint Paul, MN 55155-1603

ATTN: A P Invoices for IT SVCS

Email: mnit.accountspayable@state.mn.us

MN IT Services

658 Cedar St Room B18

P Centennial Bldg

Saint Paul, MN 55155-1603

ATTN: Bruce Zimmerman Phone: 651-201-1138

Email: bruce.zimmerman@state.mn.us

Project Description: 5th South Taller Panels

Contract: 141111, Release F-379(5)

Project Team:

Sales, Tony Bachman, tbachman@intereum.com, 763-417-3324

Corporate Account Manager, Sarah Hoppe, shoppe@intereum.com, 763-417-3362

Project Manager, Karlene Wald, kwald@intereum.com, 763-248-1905

Account Coordinator, Tammee Ponder, tponder@intereum.com, 763-417-3389

Line	Quantity	Catalog Number/Description	List	Unit	Extended Amount
1	4.00	Herman Miller FT110.5736A +Frame,Open Base 57H 36W Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$262.00	\$83.84	\$335.36
2	4.00	Herman Miller FT111.2236LD +Frame,Stacking 22H 36W LD:+stacking on 35", 46", 57", 68", 79" base frame Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$224.00	\$71.68	\$286.72
3	1.00	Herman Miller FT121.357 +Conn 90,Universal,3way-for 53H frames and higher Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$137.00	\$43.84	\$43.84



Quote/Order	87621
Project #	
Date	08/10/2022
Payment Terms	NET 30
Page	2 of 5

4	1.00	Herman Miller FT122.2 +Conn 90-Deg Universal,Stacking,2way,90 deg Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$52.00	\$16.64	\$16.64
5	1.00	Herman Miller FT123.111NP91 +Conn Cover 90-Deg, 1 Side Covered,No Base Ptd 11H 91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$52.00	\$16.64	\$16.64
6	1.00	Herman Miller FT123.179AP91 +Conn Cover 90-Deg, 1 Side Covered,Open Base Ptd 79H 91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$73.00	\$23.36	\$23.36
7	1.00	Herman Miller FT123.311NP91 +Conn Cover 90-Deg, 3 Sides Covered,No Base Ptd 11H 91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$85.00	\$27.20	\$27.20
8	1.00	Herman Miller FT126.1AP91 +Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd	\$41.00	\$13.12	\$13.12



Quote/Order	87621
Project #	
Date	08/10/2022
Payment Terms	NET 30
Page	3 of 5

		91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583			
9	1.00	Herman Miller FT126.2BP91 +Top Cap, Conn 90-Deg, Connects-2 Frame Top Caps, 180-Deg Ptd 91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$41.00	\$13.12	\$13.12
10	2.00	Herman Miller FT128.57 +Connection Hardware, Frame-to-Frame 57H Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$42.00	\$13.44	\$26.88
11	1.00	Herman Miller FT160.79AP91 +Finished End,Open Base Ptd 79H 91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$92.00	\$29.44	\$29.44
12	4.00	Herman Miller FT175.1136T91-91 +Rail Tile,Top 11H 36W 91:@white 91:+white Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$269.00	\$86.08	\$344.32



Quote/Order	87621
Project #	
Date	08/10/2022
Payment Terms	NET 30
Page	4 of 5

13	4.00	Herman Miller FT181.1136T91-51-02 +Upper Tile, Tackable Fabric 11H 36W 91:+white 51:+cord-Pr Cat 2 02:+cord white ash Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$119.00	\$38.08	\$152.32
14	8.00	Herman Miller FT181.2236T91-51-02 +Upper Tile, Tackable Fabric 22H 36W 91:+white 51:+cord-Pr Cat 2 02:+cord white ash Tag: ANK583 Canvas Wall % Off List: 68.00 Contract #: ANK583	\$167.00	\$53.44	\$427.52
15	4.00	Intereum Technical Services TECH Designer Technical Services Tag: Services % Off List: 0.00	\$80.00	\$80.00	\$320.00
16	25.00	Intereum Installation INSTALLATION Installation 25 hours x \$114/hr = \$2850.00 (prevailing wage-estimated) % Off List: 0.00	\$0.00	\$114.00	\$2,850.00
17	3.00	Intereum Project Management PM Project Management % Off List: 0.00	\$0.00	\$100.00	\$300.00



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\$5,226.48	Sub Total:
\$0.00	EXEMPT_GOVERNMENT SALES
\$5,226.48	GRAND TOTAL:

In acknowledgment of Agreement the Buyer,and INTEREUM, INC. have had the Agreement signed by the duly authorized officers.					
Buyer		INTEREUM, INC.			
(Print) Name and Title		(Print) Name and Title			
Signature	Date	Signature	Date		

^{*}This proposal reflects current list pricing per vendor/manufacturer as of the date of this proposal.

^{**}Product leadtimes can vary by manufacturer and with disruptions in the global supply chain and a reduced manufacturing labor pool, leadtimes are extended. Proactively placing this order will allow our manufacturers to allocate components, parts, and production capacity to manage shipments and increase the chance of maintaining the current schedule and timeline.