



**State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement Coversheet**

Awarded Vendor

0000084862

22nd Century Technologies, Inc.

2 Executive Drive, Suite 285

Somerset, NJ 08873-0000

Telephone No. (888) 998-7284

Contract Number: **50-000-15-00058 AA**

Payment Terms: **See Contract**

F.O.B.: **See Contract**

Delivery: **See Contract**

Ship To:

All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Anna Silva**

Telephone No.: **(505) 827-0468**

Invoice:

As Requested

For questions regarding this contract please contact:

Ann Silva 827-0468

Title: Temporary Employment Services

Term: February 1, 2017 - February 1, 2019

The Master Agreement and Participating Addendum shall neither be effective nor binding until approved by the State Purchasing Agent.

The initial term of the Master Agreement and Participating Addendum is for two (2) years.

This Master Agreement may be extended beyond the original contract period for three additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

Accepted for the State of New Mexico

A handwritten signature in black ink, appearing to be "J. Silva", written over a horizontal line.

New Mexico State Purchasing Agent

Date: 02/01/2017

PARTICIPATING ADDENDUM
NASPO ValuePoint
Temporary Employment Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT
22nd Century Technologies, Inc.
Master Agreement No: 50-000-15-00058 AA
(hereinafter "Contractor")

And the

State of New Mexico
(hereinafter "Participating State/Entity")

Page 1 of 6

1. **Scope:** This addendum covers the *Temporary Employment Services* led by the State of **New Mexico** for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

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

The following changes are modifying or supplementing the Master Agreement terms and conditions. The additional Terms and Conditions below reflect the Terms and Conditions listed in the Temporary Employment Services Request for Proposal #50-000-15-00058, **Attachment E: New Mexico's Additional Terms and Conditions.**

3.1. Applicable Law

The laws of the State of New Mexico shall govern this agreement. Venue shall be proper only in a New Mexico of court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Participating Addendum, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Participating Addendum.

3.2. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the Procuring Agency and are not employees of the State of New Mexico. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor

PARTICIPATING ADDENDUM
NASPO ValuePoint
Temporary Employment Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT
22nd Century Technologies, Inc.
Master Agreement No: 50-000-15-00058 AA
(hereinafter "Contractor")

And the

State of New Mexico
(hereinafter "Participating State/Entity")

Page 2 of 6

agrees not to purport to bind the State of New Mexico unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

3.3. Non-Collusion

In signing the Master Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or Procuring Agency or Participating Entity.

3.4. Release

The Contractor, upon final payment of the amount due under this Master Agreement, releases the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Master Agreement. The Contractor agrees not to purport to bind the State of New Mexico, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

3.5. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenwemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Temporary Employment Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT
22nd Century Technologies, Inc.
Master Agreement No: 50-000-15-00058 AA
(hereinafter "Contractor")

And the

State of New Mexico
(hereinafter "Participating State/Entity")

Page 3 of 6

3.6. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

3.7. New Mexico Administration Reporting and Fees

The Contractor agrees to provide a utilization report on all sales and/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

<u>Quarter</u>	<u>Period End</u>	<u>Report Date</u>
First	July 1 – September 30	October 31
Second	October 1 – December 31	January 31
Third	January 1 – March 31	April 30
Fourth	April 1 – June 30	July 31

The periodic report shall include the gross total sales and other revenues (including commissions charged) for the period subtotaled by Procuring Agency or local public body name. Please note that the SPD is interested in the distinction between sales to state agencies and those to local public bodies (such as cities and counties) to evaluate to whom SPD contracts are most beneficial. Such information will aid in strategically sourcing future procurements to ensure SPD is meeting the needs of its customers.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Temporary Employment Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT
22nd Century Technologies, Inc.
Master Agreement No: 50-000-15-00058 AA
(hereinafter "Contractor")

And the

State of New Mexico
(hereinafter "Participating State/Entity")

Page 4 of 6

The reports shall be accompanied with a check payable to the State Purchasing Division for an amount equal to one percent (1.00%) of the total sales and other revenues derived from New Mexico state agencies and local public bodies (including commissions charged) for the period. This fee is in addition to the fee specified in the NASPO ValuePoint Master Agreement Terms and Conditions that is based on all sales under the Master Agreement.

The failure to file the utilization reports and fees on a timely basis shall constitute grounds for suspension of this Agreement or termination of this Agreement for cause.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **50-000-15-00058** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827- 0507 or (505) 827-0472.

3.8. Workers Compensation

The contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Procuring Agency.

4. **Reserved:**

PARTICIPATING ADDENDUM
NASPO ValuePoint
Temporary Employment Services
Administered by the State of New Mexico (hereinafter "Lead State")

MASTER AGREEMENT
22nd Century Technologies, Inc.
Master Agreement No: 50-000-15-00058 AA
(hereinafter "Contractor")

And the

State of New Mexico
(hereinafter "Participating State/Entity")

Page 5 of 6

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Eva Gaddis-McKnight
Address	1 Executive Drive Suite 285, Somerset, NJ 08873
Telephone	888-998-7284
Fax	501-421-3750
E-mail	govt@tscti.com

Participating Entity

Name	Anna Silva
Address	1100 St. Francis Drive, Room 2016 PO Box 6850 Santa Fe, NM 87505
Telephone	(505) 827-0468
Fax	(505) 827-2484
E-mail	anna.silva2@state.nm.us

6. **Subcontractors:** Contractor's authorized dealers and resellers may be authorized in the State of New Mexico to provide Temporary Employment Services to participants in New Mexico's Participating Addendum and as shown on the dedicated Contractor's (NAPSO) website. Contractor must receive approval, in writing from New Mexico's State Purchasing Agent/Chief Procurement Official, before any dealer or reseller is used during the term of this agreement. In addition, Contractor's dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum.
7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

PARTICIPATING ADDENDUM
NASPO ValuePoint
Temporary Employment Services
Administered by the State of New Mexico (hereinafter "Lead State")

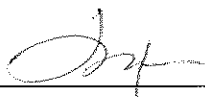

MASTER AGREEMENT
22nd Century Technologies, Inc.
Master Agreement No: 50-000-15-00058 AA
(hereinafter "Contractor")

And the

State of New Mexico
(hereinafter "Participating State/Entity")

Page 6 of 6

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

Participating State: STATE OF NEW MEXICO	Contractor: 22ND CENTURY TECHNOLOGIES, INC.
By: 	By: 
Name: Lawrence Maxwell	Name: Eva Gaddis-McKnight
Title: State Purchasing Agent	Title: Administrator
Date: 2/1/2017	Date:

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
E-mail:	thay@naspovaluepoint.org

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