

NASPO ValuePoint

PARTICIPATING ADDENDUM**OFFICE FURNITURE (2023-2028)**

Led by the State of Utah



Master Agreement #: MA3970

Contractor: **THE HON COMPANY LLC**
 Participating Entity: **STATE OF NEW MEXICO**
20-00000-22-00044AE

The following products or services are included in this contract portfolio:

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum (this "Agreement") covers the **Office Furniture and Related Services (2023-2028)** led by the State of Utah for use by state agencies and other entities located in the Participating State of **New Mexico**, authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of New Mexico. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Dena Bates
Address:	600 East Second St. Muscatine, IA 52761
Telephone:	563-299-2949
Fax:	563-272-5859
Email:	ContractManager@HonCompany.com

Participating Entity

Name:	Kimberly A Hunt-Brown
Address:	State of NM, State Purchasing Division 1100 St. Francis Drive, Room 2016 Santa Fe, NM 87505
Telephone:	505-490-3152
Fax:	N/A
Email:	Kimberly.Hunt-Brown@gsd.nm.gov

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4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

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

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

State of New Mexico – Additional Terms and Conditions**1. Taxes:**

*The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).*

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2. Retainage

Reserved

3. Performance Bond

Reserved

4. Term:

*THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the New Mexico State Purchasing Agent, and end on **January 21, 2028**. Should the Master Agreement be extended, the agency reserves the right to renew the contract on an annual basis by mutual agreement of all parties, not to exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.*

5. Termination:

A. Grounds. The Procuring Agency and Contractor may terminate this Agreement for convenience or cause upon written notice to the other party. The Contractor may only terminate this Agreement for cause based upon the Procuring Agency's uncured, material breach of this Agreement.

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B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, a party shall give the other party written notice of termination for convenience at least sixty (60) days prior to the intended date of termination.
2. A party shall give the other party written notice of termination for cause at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the material breaches of this Agreement upon which the termination is based and (ii) state what the other party must do to cure such material breaches. A party's notice of termination shall only be effective (i) if the other party does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the other party does not, within the thirty (30) day notice period, notify the other party of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

- C. **Liability.** Except as otherwise expressly allowed, or provided under this Agreement, including the Appropriations clause below, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed or in progress prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Upon receiving notice of termination, Contractor shall provide a list of all orders in production and in transit that will remain the Procuring Agency's sole liability to pay. Procuring Agency will be given the option to cancel any remaining orders placed and not in production or in transit, if applicable. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE A PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to this Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate this Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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**7. Status of Contractor:**

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its 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 reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

8. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) In accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;*
- 2) This Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;*
- 3) In accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;*
- 4) This Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a*

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legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) In accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) In accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate this Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories. Notwithstanding the foregoing and except as otherwise may be provided in this Agreement, amendments to the Master Agreement (including but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated into this Agreement unless the Procuring Agency elects not to incorporate an amendment by providing written notification to Contractor within ten (10) calendar days of the effective date of the Master Agreement amendment. Failure of the Procuring Agency to provide notice within ten (10) calendar days of its election not to incorporate any Master Agreement amendment will result in such amendment automatically being incorporated in this Agreement. Contractor will notify the State/Procuring Agency of such amendments to the Master Agreement within two (2) business days once the Lead State has approved an amendment change.

B. If the Procuring Agency proposes an amendment to this Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate this Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

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10. Merger:

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. 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.

14. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

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16. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion:

In signing this 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 agency or entity.

19. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

*State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505*

To the Contractor:

*The Hon Company LLC
Dena Bates
Email: ContractManager@HonCompany.com
Telephone: 563-299-2949
Web address: <https://hon.com/>
600 East Second St.
Muscatine, IA 52761*

20. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

21. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or

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lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. Default/Breach:

In case of Default and/or Breach by the Contractor, and subject to Contractors right to cure as provided in this Agreement, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services, comparable in quality and cost, from another source and hold the Contractor responsible for any resulting excess costs and/or damages incurred by the Procuring Agency for Contractor's nonperformance.

23. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

24. New Mexico Employees Health Coverage:

A. If Contractor 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 this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to 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. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees 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://bewellnm.com>.

25. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, to the extent caused by the negligent act or willful misconduct of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the

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Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the reasonable control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless it was commercially practicable that the supplies or services to be furnished by the defaulting subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

26. Subcontracting:

Except as provided in Section 6 under the Master Agreement Terms and Conditions section of this Agreement, the Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement.

27. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

28. Commercial Warranty:

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

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**29. Condition of Proposed Items:**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

30. Release:

Final payment of the amounts due under this Agreement shall operate as a release of 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 Agreement.

31. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

32. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without written notification to the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Dena Bates, Contract Analyst

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability and qualification. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to request a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

33. Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to this Agreement in reverse chronological order; (2) this Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

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34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment. If rejection is not received by written notice to Contractor within 30 days of delivery, such tangible personal property will be deemed to be accepted.

35. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor or Subcontractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor or Subcontractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as this Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of this Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's or Subcontractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests upon reasonable advance notice during standard business hours.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor or Subcontractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

- (1) Require the Contractor and/or Subcontractor to take commercially reasonable action(s) to ensure that future performance conforms to the requirements of this Agreement; and*
- (2) Reduce this Agreement price to reflect the reduced value of the services performed.*

F. If the Contractor or Subcontractor fails to promptly re-perform the services in a mutually agreeable timeframe or to take the commercially reasonable action(s) to ensure

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future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) By Agreement or otherwise, perform the services and charge to the Contractor or Subcontractor any excess cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) Terminate this Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

36. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

- 1. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.*
- 2. Property damage or combined single limit coverage: \$1,000,000.*
- 3. Automobile liability (including non-owned automobile coverage): \$1,000,000.*
- 4. Umbrella: \$1,000,000.*

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

37. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 et seq.

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38. New Mexico Administration Reporting and Fees:

*All contracts and Purchase Orders arising out of this Agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. “**Gross total sales**” means any invoiced amount less any applicable state and local taxes.*

The Contractor agrees to provide a quarterly utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this Participating Addendum, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
<i>First</i>	<i>September 30</i>	<i>October 30</i>
<i>Second</i>	<i>December 31</i>	<i>January 31</i>
<i>Third</i>	<i>March 31</i>	<i>April 30</i>
<i>Fourth</i>	<i>June 30</i>	<i>July 31</i>

Sample Reports can be found at:

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

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

*The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to one percent (1.00%) of the gross total sales and other revenues derived from the New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #20-00000-22-00044AE on the remittance.***

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
 Joseph Montoya Building Room 2016,
 1100 St. Francis Drive, Santa Fe, New Mexico 87505

Or: P.O. Box 6850, Santa Fe, New Mexico 87502

For questions regarding the Administrative Fees and Quarterly Sales Reports contact SPD's Financial Specialist at (505) 469-2679 or (505) 795-4512

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5. **Lease Agreements:** *[Reserved]*.

6. **Subcontractors:** All contractors, dealers, and resellers authorized in the ***State of New Mexico***, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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 this Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. **Design, Installation, and Reconfiguration Services:** The Contractor shall offer, through its authorized dealers, design, installation, layout, and reconfiguration services to Purchasing Entities. These service charges for all products offered through this Agreement will be negotiated on a project-by-project basis with the authorized dealer and included as a line item in the quote provided by the authorized dealer. Contractor may offer, through its authorized dealers or approved freight carrier(s), liftgate services and other non-standard delivery services which are outside of Contractor's standard freight costs, such as palletization, storage, special permits, etc.; should Contractor be able to offer such non-standard delivery services, these services will be negotiated on a project-by-project basis and approved by the Purchasing Entity. Charges for non-standard delivery services will be included as a line item in the quote provided by the authorized dealer.

9. **Discounts:**

See Attachment A for additional discount pricing and information.

10. **Authorized Dealers:**

See Attachment B for The Hon Company's New Mexico Authorized Dealers List.

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

Participating Entity: State of New Mexico	Contractor: The HON Company LLC
Signature: <i>Dorothy Mendonca</i>	Signature: <i>Eric Schroeder</i>
Name: Dorothy Mendonca	Name: Eric Schroeder
Title: State Purchasing Agent	Title: Vice President, Finance
Date: 5/31/2023	Date: 5/31/2023

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@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.]

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Attachment A: Additional Discount Pricing and Information



NASPO ValuePoint - State of New Mexico 20-00000-22-00044AE Discount Matrix

Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Caseworks	HON Branded Seating
1	\$0 - \$50,000	67.70%	59.60%	55.60%	55.60%
2	\$50,001 -	68.70%	61.60%	56.60%	56.60%
3	\$150,001 & Above	68.70%	61.60%	56.60%	56.60%
		Product Series	Product Series	Product Series	Product Series
		Abode Systems	210 Vertical Files	10500 Series Laminate Desking	Accommodate
		Abound Systems	310 Vertical Files	10700 Series Laminate Desking	Adjustable Task/Lab Stools
		Accelerate Systems	510 Vertical Files	34000 Series Desking	Astir Collaborative Work
		Brigade Pedestals	Brigade Laterals	38000 Series Desking	Build Seating
		Empower	Brigade Shelf File & Overfiles	34000 Series Laminate Desking	Cambia (2150/2160)
		Flagship Pedestals	Brigade Steel Bookcase	Arrange	Ceres
		Systems Accessories	Brigade Storage Cabinets	Between	Cliq
		Healthy Workplace Screens & Stackers	Contain	Birk Tables	Cofi
		PET Desktop Screens	Flagship File Centers	Build Makerspace	ComforTask (5900)
			Flagship Laterals	Build Tables	Convergence - HCT1MM
			Flagship Storage & Bookcases	Concinnity	Endorse
			FlameSafe Fire-Resistant Files	Desking & Table Accessories	Flock
			Fuse	Flock	Gateway
			Storage Accessories	Gravitation	Grove
			Storage Islands	Height Adjustable	GuestStacker (4030)
			1870 Series RTA Bookcases	Hospitality	High Density Olson Stacker (4040)
				HPW/PMOB1	Ignition
				Huddle	Ignition 2.0
				Laminate Occasional Tables	Invitation (2210)
				Mentor Desking	Lota (2280)
				Metro Desking	Max Single Lounge
				Motivate	Merit Seating
				Preside	Motivate
				Scramble Occasional Tables	Nucleus
				Utility Tables	Nucleus Recharged
				Valido Laminate Desking	Park Avenue
				Voi Laminate & Veneer Desking	Perpetual Nesting Chairs
				Workwall	Pillow - Soft (2090/2190)
					Purpose
					Riley
					Ruck
					Seating Accessories
					Skip
					Solutions Seating (4000)
					Solve
					Soothe
					Versant
					Volt (5700/5710)
					West Hill

NASPO ValuePoint - State of New Mexico 20-00000-22-00044AE HON NOW Discount Matrix

Program	Systems	Other Product
HON NOW	63.60%	50.50%
HON NOW +Speed	57.60%	44.40%

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Attachment B: The Hon Company New Mexico Authorized Dealers List

Dealer Name: Sandia Office Supply

Dealer Address: 5801 Office Blvd NE, Albuquerque, NM 87109

Dealer Contact Name: John Nicolaides

Contact Phone Number: 505-803-2767

Contact Email: john@sosnm.com

Dealer Name: Beck Total Office Interiors

Dealer Address: 8300 Jefferson St NE, Suite A, Albuquerque, NM 87113

Dealer Contact Name: Lori Addison

Contact Phone Number: 505-883-6471

Contact Email: laddison@becktoi.com

Dealer Name: Atmosphere Commercial Interiors

Dealer Address: 5351 Wilshire Ave NE, Albuquerque, NM 87113

Dealer Contact Name: Michael Kocurek

Contact Phone Number: 505-681-8727

Contact Email: Michael.kocurek@atmosphereci.com