

PARTICIPATING ADDENDUM



OFFICE FURNITURE (2023-2028)

Led by the State of Utah

Master Agreement #: **MA3970**

Contractor: **THE HON COMPANY LLC**
Participating Entity: **STATE OF IOWA – MA23128**

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 including: Systems Furniture and Accessories, Desks/Tables and Accessories, Filing and Storage and Accessories, Seating and Accessories and Design and Installation Services.

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum (“Addendum”) 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 *[or State Entity]* authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation: This Addendum may be used by all state agencies, political subdivisions and other entities authorized by an individual state’s statutes to use State of Iowa 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.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable standards and seek approval from the State of Iowa - Space Management and Leasing Division Administrator when required as directed by administrative code before purchasing from this contract.)

Agencies, political subdivisions, facilities, cities, counties, educational entities, or other entities eligible to purchase Product and Services pursuant to this Addendum are collectively defined herein as “Purchasing Entities.”

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

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Contractor

Name:	Dena Bates
Address:	200 Oak Street, Muscatine, IA 52761
Telephone:	(563) 299-2949
Email:	ContractManager@HonCompany.com

Participating Entity

Name:	Jennifer Zepeda
Address:	Hoover Building, 3 rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515-336-9070
Email:	Jennifer.zepeda@iowa.gov

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.

- a. Pricing: The pricing terms from the NASPO ValuePoint Master Agreement MA3970 ("Master Agreement") shall flow down this Addendum. Any adjustment or amendment of the pricing will not be effective unless approved by the Lead State for the Master Agreement.
- b. Services: Contractor shall provide, through their Authorized Dealer network, installation, design, project management, and reconfiguration services (collectively referred to as "Services") to all Purchasing Entities. Services charges for all products offered through this Addendum will be negotiated on a project-by-project basis with the Authorized Dealer. Services charges will be included as a line item in the quote provided by the Authorized Dealer.

Contractor shall provide, through its Authorized Dealer network 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 accommodate the request,

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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.

- c. Contract Effective Dates: This Addendum is effective upon final signature of all parties, and shall be coterminous with Master Agreement.
- d. Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.
- e. Administrative Fee: Contractor shall pay a 1% administrative fee to the State of Iowa on all sales made within the State of Iowa against this Addendum. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".
Send to:
State of Iowa DAS – Central Procurement
Attn: Administrative Fees
1305 E. Walnut Street
Hoover Building 3rd Floor
Des Moines, IA 50319
- f. Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* for usage reporting requirements. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

Quarter #1: July 1 through September 30, due annually by October 30

Quarter #2: October 1 through December 31, due annually by January 30

Quarter #3: January 1 through March 31, due annually by April 30.

Quarter #4: April 1 through June 30, due annually by July 30.

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Addendum via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Jennifer Zepeda email at Jennifer.zepeda@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, product description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

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- g. Payment Terms NET60: Payment for completion of a purchase order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. Payments may be made in installments for phased projects when agreed to by the Contractor and the Purchasing Entity. Payments for completion of an installment or phase of a project shall be made within 30 days following the date of completion of the installation. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- h. Compliance with the Law; Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, as a federal Contractor, Contractor shall submit to the State a copy of its federal affirmative action plan, that conforms to the requirements set forth in Iowa Administrative Code rule 11—121.1(1)"b".

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section 4(i) shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

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

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6. 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.

Purchase Order Instructions: All orders issued should make reference to Master Agreement# MA3970 and State of Iowa Addendum# MA23128.

7. Amendment: This Addendum 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 Addendum, 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 Addendum without the need to formally amend this Addendum.

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8. Discounts as of January 22, 2023:



NASPO ValuePoint - State of Iowa MA23128 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	94000 Series Laminate Desking	Cambia (2150/2160)
		Flagship Pedestals	Brigade Steel Bookcase	Arrange	Ceres
		Systems Accessories	Brigade Storage Cabinets	Between	Clq
		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)
				HPWRMOB1	Ignition
				Huddle	Ignition 2.0
				Laminate Occasional Tables	Invitation (2210)
				Mentor Desking	Lota (2280)
				Metro Desking	Mav 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
					Volk (5700/5710)
					West Hill

NASPO ValuePoint - State of Iowa MA23128 HON NOW Discount Matrix

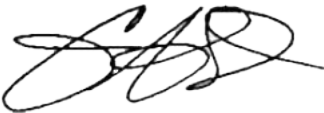
Program	Systems	Other Product
HON NOW	63.60%	50.50%
HON NOW +Speed	57.60%	44.40%

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

Participating Entity: State of Iowa – Department of Administrative Services - Central Services	Contractor: The HON Company LLC
Signature: 	Signature: 
Name: Jennifer Zepeda	Name: Eric Schroeder
Title: Purchasing Agent III	Title: Vice President, Finance
Date: 12/07/2022	Date: 12/07/22

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.]