

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 WISCONSIN**

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 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 authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This Participating Addendum 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 Wisconsin (collectively "Purchasing Entities"). 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:	Anna Lange
Address:	101 E. Wilson St.
Telephone:	608-264-7892
Email:	anna.lange@wisconsin.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.

4.1 The Wisconsin contract number for this Participating Addendum is 505ENT-M24-OFFURNITUR-02.

4.2 The State of Wisconsin Standard Terms and Conditions (DOA-3054A, revised R03/2019) as attached become part of this Participating Addendum. (Attachment 1).

4.3 The State of Wisconsin's Participating Addendum will be governed by the Master Agreement and the State of Wisconsin's additional terms and conditions.

4.4 Except as otherwise may be provided in this Participating Addendum, the State of Wisconsin Standard Terms and Conditions shall prevail if there is a conflict between Wisconsin's and NASPO ValuePoint's Terms and Conditions.

4.5 The Contractor must sign and include the Cooperative Purchasing Agreement (DOA-3333, revised R05/2015) to allow municipalities, as defined on the Agreement, to purchase through this addendum (Attachment 2).

4.6 Contractor must submit, on a quarterly basis, an itemized purchasing activity report that captures the purchases within the quarter from State of Wisconsin entities and participating municipalities. The report must include, at a minimum: purchasing entity, product category description (For example, Category #1: Office Seating and Accessories), date of purchase, contract price, retail price, the extended price for each transaction, and additional shipping/delivery costs, if applicable. These reports are due 30 days after the end of the quarter. Additional lines at the end of the report will detail each quarter and year to date total contract spend.

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The activity report is due no later than 30 calendar days after the end of each quarter from the start of the contract date (see below).

- o Quarter 1: January 1 through March 31 (Due on or before April 30)
- o Quarter 2: April 1 through June 30 (Due on or before July 30)
- o Quarter 3: July 1 through September 31 (Due on or before October 30)
- o Quarter 4: October 1 through December 31 (Due on or before January 30)
- o Reports must be emailed to State of Wisconsin, Dept. of Enterprise Operations,
Attn: DOAESContractUsageReporting@wisconsin.gov

4.7 Either party may terminate this Participating Addendum at any time upon 30-day prior written notice to the other party. Upon termination or other expiration of this Participating Addendum, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform, or the Purchasing Entity's obligation to pay outstanding invoices and for work in progress, under any purchase order or other similar ordering document executed prior to termination becoming effective.

4.8 This Participating Addendum shall be effective upon approval by Wisconsin's Department of Administration and shall continue until the end of the NASPO ValuePoint Master Agreement unless terminated early in accordance with the terms and conditions of the NASPO ValuePoint contract or this Participating Addendum.

5. Subcontractors: All contractors, dealers, and resellers authorized in the State of Wisconsin, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants under this Participating Addendum as outlined 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.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity directly through Contractor or authorized dealer for a product and/or service available from this Participating Addendum 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.

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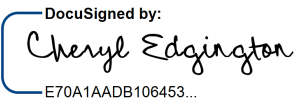
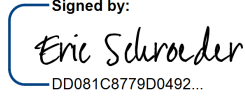
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7. Design, Installation, Layout, and Reconfiguration Services: The Contractor shall offer, through its authorized dealers, design, installation, layout, and reconfiguration services to Purchasing Entities. Charges for all services offered through this Participating Addendum 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.
 8. Pricing: Notwithstanding anything contained herein to the contrary, products, list prices, and discounts under this Participating Addendum follow the NASPO ValuePoint Master Agreement MA3963.
 9. Amendments: Amendments to the NASPO ValuePoint Master Agreement (included but not limited to extensions, renewals, and modifications to the terms and conditions including products and pricing) will automatically be incorporated into this Participating Addendum without the need to formally amend this Participating Addendum.

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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 Wisconsin	Contractor: THE HON COMPANY LLC
Signature: 	Signature: 
Name: Cheryl Edgington	Name: Eric Schroeder
Title: Bureau Director	Title: Vice President, Finance
Date: 1/31/2025 10:50 AM CST	Date: 12/16/2024 9:22 AM CST

[Additional signatures may be added if required by the Participating Entity]

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.]