NASPO ValuePoint

PARTICIPATING ADDENDUM

OFFICE FURNITURE (2018-2023)

Led by the State of Utah



Master Agreement #: MA147

State of Nevada Participating Addendum # 99SWC-NV19-767

Contractor: STEELCASE, INC.

Participating Entity: STATE OF NEVADA

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:

- Scope: This addendum covers the Office Furniture (2018-2023) 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. <u>Participation</u>: 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 Nevada. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 3. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| Name: | Kevin Schmidtbauer, Dealer Business & Strategic Accounts Manager |
|------------|--|
| Address: | 475 Brannan St., Suite 110, San Francisco, CA 94107 |
| Telephone: | (415) 699-9529 |
| Fax: | (616) 246-4918 |
| Email: | kschmidt@steelcase.com |



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Participating Entity

| Name: | State of Nevada, Purchasing Division Contact: Gail Burchett |
|------------|--|
| Address: | 515 East Musser Street, Third Floor, Carson City, Nevada 89701 |
| Telephone: | (775) 684-0172 |
| Fax: | (775) 684-0188 |
| Email: | gburchett@admin.nv.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 M | laster Agı | reement are | required |
|---|-------------------|-----------|------------|----------|------------|-------------|----------|
|---|-------------------|-----------|------------|----------|------------|-------------|----------|

[XX] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4.1 Administrative Fee:

Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter beginning July 1, 2017, or the date of execution of this amendment, whichever is later.

All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.

The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty-five (45) days of quarter end (refer the schedule below).

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Templates for the required quarterly reports listed below in Sections 1.2 and 1.3, may be downloaded from the Purchasing Division website http://purchasing.nv.gov/vendors/DBINV/. Reports must be submitted via email to: nvpurch@admin.nv.gov

4.2 Nevada Good of the State Quarterly Administrative Fee Report:

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

4.3 Nevada Good of the State Quarterly Usage Report:

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

| Data Element | Description |
|-------------------|--|
| Contractor Name | Contractor name as it appears on the contract |
| Contract Name | |
| Contract Number | Master Contract Number on Page 1 of this document |
| Report Contact | Name of person completing the report on behalf of the contractor |
| Contact Phone | Phone number for the person completing the report |
| Contact Email | Email address of the person completing the report |
| Date Submitted | Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division |
| Reporting Quarter | Quarter for which the contractor is reporting purchases on the contract |
| Entity Type | Indicate the type of entity making the purchase: |
| | S for state agency |
| | E for university and community college system |
| · | L for Legislative Counsel Bureau |
| | P for political subdivisions |
| | O for other authorized entities |

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| Customer Name | Name of entity making the purchase—if customer has multiple locations, please use the main entity name |
|---------------------------------|--|
| Purchase Description | Description of the product or service purchased |
| Work Plan/Contract Number | Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If procurement card is used, enter "PCard" |
| Work Plan/Contract Line Item | Line item number on the Work Plan/Contract |
| Quantity | Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project. |
| Unit Price | Unit price charged (excluding credits) for the product or service purchased |
| Extended Price | Total price—quantity delivered x unit price charged |

4.4 Fee Payment and Report Schedule:

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

| Period End | Report Due |
|--------------|-------------|
| March 31 | May 15 |
| June 30 | August 14 |
| September 30 | November 14 |
| December 31 | February 14 |

4.5 Report Modifications:

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division my unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contract shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

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4.6 Timely Reports and Fees:

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty-five (45) days of quarter end, then the contractor will be in material breach of this contract.

- 5. Lease Agreements: Reserved
- 6. <u>Subcontractors</u>: All contactors, dealers, and resellers authorized in the State of Nevada, 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 the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

Order should be made out to Machabee Office Environments, an Authorized Steelcase dealer in the State of Nevada



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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: | Contractor: |
|-----------------------|-----------------------------|
| Stale 9 Nevada | Steelcase Inc. |
| Signature: | Signature: |
| | amely Station |
| Namé: | Name: |
| Jeff Has | Emily S. Hakim |
| Title: | Title: |
| Hominist Au | Pricing & Contracts Manager |
| Date: | Date: |
| 8-31-2016 | August 30, 2018 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| Cooperative Development Coordinator: | Shannon Berry |
|--------------------------------------|----------------------------|
| Telephone: | 775-720-3404 |
| Email: | sberry@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.]

Steelcase NASPO Furniture Delivery and Installation Rates For New Product

| Systems Furniture | 4.0% of List |
|-------------------|--------------|
| Casegoods/Storage | 3.0% of List |
| Seating | 2.5% of List |

These rates are not to exceed percentages. The rates above include any freight, delivery, installation, warehousing for 30 days, and trash removal from site. Rates above are not to exceed figures. Quoted installation rates may be lower based upon project requirements. Minimum charge for delivery of any product is \$90.00

Service Centers:

Northern Nevada Machabee Office Environments 50 E. Greg St. Suite 112 Sparks, NV 89431

Southern Nevada Machabee Office Environments 6435 Sunset Corporate Dr. Las Vegas, NV 89120

Above Rates Cover Installation to the following areas (50 Mile Radius from Service Centers):

Washoe County (Reno & Sparks)

Carson City, Minden and Gardnerville

North Lake Tahoe / Truckee Calif.

Fernley / Dayton

Las Vegas

Henderson

North Las Vegas

Work performed outside of the areas above will be quoted based upon travel time, length of project, and whether transportation of product is needed.

RECONFIGURATION SERVICES FOR EXISTING PRODUCT

All furniture moves/adds/changes will be billed at \$52.00 per man/per hour. There will be a minimum charge for one man of \$94.00 for all service and installation orders of one hour or less. The minimum charge for two men will be \$146.00.

Truck charges will be billed at \$150.00 per day if a truck is necessary to perform the work. i.e. product being torn down, moved, and rebuilt.

Wood touch up will be billed at \$94.00 per hour for the first hour with \$62.00 per hour for each additional hour.

Storage Services will be billed at \$60.00 per storage bay per month.

Overtime:

- All work performed outside normal business hours, 7 AM 4 PM Monday through Friday or on Saturdays will be billed at time and a half, \$78.00 per hour per man.
- All work performed on Sundays will be billed at double time, \$104.00 per hour per man.
- Work that is sold as installed will be billed at \$52.00 per hour per man on Sundays.

| <u>Hours</u> | <u>Rate</u> |
|------------------------------------|-----------------|
| Monday - Friday 7:00 am to 4:00 pm | Base Rate |
| Monday - Friday 4:00 pm and after | 1.5 x Base Rate |
| Saturday | 1.5 x Base Rate |
| Sunday & Holidays: | 2 x Base Rate |

FURNITURE PLANNING RATES

DESIGN CONSULTATION/PRODUCT PRESENTATION

\$70 per hr

INCLUDES: Space Planning, CAD Drawings, Presentation Boards,

Interviews, Inventory, Furniture Finish Research, Site Verifications, Contract Documents, and Consultation.

PRODUCTION DESIGN

\$70 per hr

INCLUDES: Drafting of approved drawings, project management

(When requested by client) P/hour

SPECIFICATIONS

\$70 per hr

INCLUDES: Bid and purchase documents

EXPENSES

Including travel, blueprinting, Federal Express are billable.

Client will have access to a computer product record of all time charges.

Design services billed monthly.

Travel for design staff between Reno and Las Vegas is not a billable item



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/30/2018

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).

| this certificate does not o | confer rights to the certificate holder in lieu of | such endorsement(s). | | • |
|--|--|--|---------------------------|-------------|
| PRODUCER March USA Inc. | | CONTACT NAME: | | |
| Marsh USA Inc. 125 Ottawa Avenue NW | | PHONE (A/C, No. Ext): | FAX (A/C, No): | |
| Suite 400 | | E-MAIL ADDRESS: | | |
| Grand Rapids, MI 49503 Attn: grandrapids.certrequest@ma | mb anni 949 040 0804 | INSURER(S) AFFOR | RDING COVERAGE | NAIC# |
| CN102480661-MAIN-CAS-18-19 | (SILCOII), 2 (2-940-000) | INSURER A: Travelers Indemnity Co Of C | | 25682 |
| INSURED | '''' ' ' | INSURER B : ACE Property and Casualty | 20699 | |
| Steelcase Inc. | | INSURER C : Farmington Casualty Compa | 41483 | |
| 901 44th Street PO Box 1967 | | 9 | | 25623 |
| Grand Rapids, MI 49508 | | INSURER D: The Phoenix Insurance Company | | |
| - | | INSURER E : Travelers Property Casualty | Company Of America | 25674 |
| | | INSURER F: | | |
| COVERAGES | CERTIFICATE NUMBER: | CHI-008341935-21 | REVISION NUMBER: 7 | |
| THIS IS TO CERTIFY THAT | THE POLICIES OF INSURANCE LISTED BELOW F | IAVE BEEN ISSUED TO THE INSURE | ED NAMED ABOVE FOR THE PC | LICY PERIOD |
| INDICATED NOTWITHSTAL | NDING ANY REQUIREMENT TERM OR CONDITIO | N OF ANY CONTRACT OR OTHER I | OOCUMENT WITH RESPECT TO | WHICH THIS |

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.

| | XCLUSIONS AND CONDITIONS OF SUCH F | | | | | | | |
|------|--|-----------------------|----------------------------------|----------------------------|----------------------------|--|-------------|------|
| INSR | TYPE OF INSURANCE | ADDL SUBF INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| Α | X COMMERCIAL GENERAL LIABILITY | | HE-EXGL-474M6225-18 | 03/01/2018 | 03/01/2019 | EACH OCCURRENCE | \$ 1,000,0 | 000 |
| | CLAIMS-MADE X OCCUR | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000, | ,000 |
| | X SIR: \$1,000,000 | | | | | MED EXP (Any one person) | \$ EXCLUD | ED |
| | | | | | | PERSONAL & ADV INJURY | \$ 1,000,0 | 000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | GENERAL AGGREGATE | \$ 10,000,0 | 000 |
| | X POLICY PRO- | | | | | PRODUCTS - COMP/OP AGG | \$ 4,000,0 | 000 |
| | OTHER: | | | | | | \$ | |
| Α | AUTOMOBILE LIABILITY | | HC2E-CAP-474M5935-18 | 03/01/2018 | 03/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 2,000,0 | 000 |
| | X ANY AUTO | | | | | BODILY #NJURY (Per person) | \$ | |
| | OWNED SCHEDULED AUTOS ONLY AUTOS | | | | | BODILY INJURY (Per accident) | \$ | |
| | HIRED NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | \$ | |
| 8 | X UMBRELLA LIAB X OCCUR | | G2795750A 003 | 03/01/2018 | 03/01/2019 | EACH OCCURRENCE | \$ 10,000,0 | 000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | AGGREGATE | \$ 10,000,0 | 000 |
| | DED X RETENTION \$25,000 | | | | | | \$ | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | HC2F-UB-474M6194-18 (AOS) | 03/01/2018 | 03/01/2019 | X PER OTH- STATUTE ER | | |
| D | ANYPROPRIETOR/PARTNER/EXECUTIVE | N/A | HRN-UB-474M6201-18 (MA,WI-RETRO) | 03/01/2018 | 03/01/2019 | E.L. EACH ACCIDENT | \$ 1,000,0 | 000 |
| E | (Mandatory in NH) | N/A | HWXJ-UB-474M6213 -18 (MI-EXCESS) | 03/01/2018 | 03/01/2019 | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,0 | 000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | MI - SIR \$1,000,000 | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,0 | 000 |
| | | | | | | | | |
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| | vanishing of the state of the s | | | | | | | |
| | | | | | | - '' | · | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Stale of Nevada Participating Addendum #99SWC-NV19-767 Through 01/21/2023

The State of Nevada is/are included as Additional Insured, as required by written contract, solely as their interest may appear, regarding the General Liability and Automobile Liability policies. The General Liability policy is subject to a Self-Insured Retention of \$1,000,000. per occurrence and \$3,000,000. aggregate including allocated loss expenses. Only loss (not allocated loss expense) erode policy limit.

| CERTIFICATE HOLDER | CANCELLATION |
|---|--|
| State of Nevada Nevada State Purchasing Division 515 East Musser Street, Suite 300 Carson City, NV 89701 | 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 of Marsh USA Inc. |
| 1 | Manashi Mukherjee Manashi Mukherjee |

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AGENCY CUSTOMER ID: CN102480661

Loc #: Grand Rapids



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

| AGENCY Marsh USA Inc. POLICY NUMBER | | Steelcase Inc. 901 44th Street PO Box 1967 Grand Rapids, MI 49508 | |
|--|-----------|---|--|
| CARRIER | NAIC CODE | | |
| | | EFFECTIVE DATE: | |
| ADDITIONAL REMARKS | | | |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, | | | |
| FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance | | | |
| With regards to the General Liability and Automobile Liability policies, coverage provided to the Additional Insured under this endorsement is primary, as required by written contract; other insurance maintained by the Additional Insured is deemed to be excess and shall not contribute with this insurance. | | | |
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