

PARTICIPATING ADDENDUM

for

Master Agreement Number:	MA3970
Lead Agency:	State of Utah (NASPO ValuePoint)
Title:	Office Furniture and Related Services (2023-2028)

Participating Entity:	State of Nevada, Department of Administration, Purchasing Division
Address:	515 E Musser St, Ste 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Joel Smedes
Phone:	775-684-0172
Email:	j.smedes@admin.nv.gov

Contractor:	The HON Company LLC
Address:	200 Oak Street
City, State, Zip Code:	Muscatine, IA 52761
Contact:	Dena Bates
Phone:	563-299-2949
Email:	ContractManager@honcompany.com

WHEREAS, NRS 333.475 authorizes the Administrator to contract pursuant to solicitation for bid or proposal by other governmental entities for the purchase of supplies materials, equipment and services; and

WHEREAS, it is deemed that the supplies, materials, equipment, and services of the Contractor are both necessary and in the best interest of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **SCOPE.** This Participating Addendum (PA) covers the supplies, materials, equipment and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor's license. This PA is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.
2. **TERM.** The term of this PA shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this PA is terminated in accordance with the Master Agreement, whichever shall occur first.
3. **PARTICIPATION.** The benefits of this PA shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this PA.
 - 3.1. **STATE EXECUTIVE BRANCH AGENCIES.** All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 3.2. **LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL.** Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.

PARTICIPATING ADDENDUM

- 3.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.

4. ADMINISTRATIVE FEE.

- 4.1. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies 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 the date of execution of this contract.
- 4.2. Applicable administrative fees shall not be included on the invoice as an individual line item.
- 4.3. 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.
- 4.4. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor 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 to section below).

4.5. QUARTERLY REPORTS.

- 4.5.1 Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: NVQtrlyReport@admin.nv.gov or other electronic method agreed to in writing by both parties.
- 4.5.2 Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report. Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. 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.
- 4.5.3 Nevada Purchasing Division Statewide Contract Quarterly Usage Report. Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

- 4.5.4 Fee Payment and Report Schedule. Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End
March 31

Report Due
May 15

PARTICIPATING ADDENDUM

June 30
September 30
December 31

August 14
November 14
February 14

- 4.5.5 Report Modifications. The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor, provided it is commercially reasonable for the Contractor to comply with the changes, to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms as long as it is commercially reasonable for Contractor to do so, as amended.
- 4.5.6 Timely Reports and Fees. If the quarterly administrative fee is not paid and quarterly report is not received by forty-five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract, provided that the State has given the Contractor reasonable written notice and the opportunity to cure.
5. **ORDERS.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this PA 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. The Master Agreement number and the State Contract Number must appear on every Quote/Purchase Order placed under this PA.
6. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 3.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in Section 3.2 and 3.3 can purchase directly and be billed by vendor.
7. **SERVICES.** All professional services and all onsite services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 3.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 3.2 and 3.3 can purchase onsite services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.
8. **SUBCONTRACTORS.** All contractors, dealers, resellers, distributors, and partners as shown on the dedicated Contractor cooperative contract website are approved to provide sales and service support to participants of this agreement. Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement and this Participating Addendum.
9. **BUSINESS LICENSE.** Pursuant to NRS 353.007 any contractor, dealer, reseller, distributor, partner, or person performing work under this agreement must hold a State business license pursuant to chapter 76 of NRS unless exempted pursuant to NRS 76.100(7)(b).
10. **GOVERNING LAW.** This PA will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

PARTICIPATING ADDENDUM

11. **ENTIRE AGREEMENT.** This PA and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this PA. and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This PA may be modified only by a written document executed by the parties hereto. Notwithstanding the foregoing, amendments to the Master Agreement (including but not limited to extensions, renewals, and modifications to the terms, conditions, and list pricing) will automatically be incorporated into this PA without the need to formally amend this PA.
12. **Design, Installation, and Reconfiguration Services.** The Contractor shall provide, through their Authorized Dealer network, design, installation, layout, and reconfiguration services to Purchasing Entities. These service charges for all products offered through this PA will be negotiated on a project-by-project basis with the Authorized Dealer. Installation and inside delivery charges will be included as a line item in the quote provided by the Authorized Dealer. Contractor shall provide, through their 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, 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.
13. **Discounts.**



NASPO ValuePoint - State of Nevada Discount Matrix

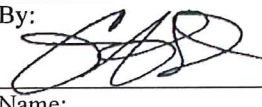
Tier	Total Order at List	Systems & Pedestals	Vertical & Lateral Files, Storage	Tables, Desking, Casegoods	HON Branded Seating
1	\$0 - \$50,000	67.70%	59.60%	55.60%	55.60%
2	\$50,001 -	68.70%	61.60%	56.60%	56.60%
3	\$150,001 & Above	68.70%	61.60%	56.60%	56.60%
		Product Series	Product Series	Product Series	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	Click
		Healthy Workplace Screens & Stickers	Contain	Birk Tables	Cofi
		PET Desktop Screens	Flagship File Centers	Build Makerspace	Comfortask (5900)
			Flagship Laterals	Build Tables	Convergence - HCTIMM
			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
				Valdo Laminate Desking	Park Avenue
				Vol Laminate & Veneer Desking	Perpetual Nesting Chairs
				Workwall	Pillow-Soft (2090/2190)
					Purpose
					Riley
					Ruck
					Seating Accessories
					Skip
					Solutions Seating (4000)
					Solve
					Soothe
					Versant
					Vok (5700/5710)
					West Hill

NASPO ValuePoint - State of Nevada HON NOW Discount Matrix

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

PARTICIPATING ADDENDUM

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

Participating Entity: State of Nevada	Contractor: The HON Company LLC
By: 	By: 
Name: Kevin D. Doty	Name: Eric Schroeder
Title: Administrator	Title: Vice President, Finance
Date: 1/26/23	Date: 1/26/23