

**PROFESSIONAL GRADE TOOLS &
DIAGNOSTIC EQUIPMENT**

Led by the State of Oklahoma

Master Agreement #: **OK-MA-818-010/ 99SWC-NV19-1297**

Contractor: **HILTI, 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:

1. Scope: This addendum covers the *Professional Grade Tools and Diagnostic Equipment* led by the State of Oklahoma 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 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. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Bruce Mitchell
Address:	5400 South 122 nd East Avenue
Telephone:	800-879-8000
Fax:	800-879-7000
Email:	contractadmin@hilti.com



**PROFESSIONAL GRADE TOOLS &
DIAGNOSTIC EQUIPMENT**

Led by the State of Oklahoma

Participating Entity

Name:	Amanda Taylor
Address:	515 E. Musser St, Rm 300
Telephone:	775-684-0195
Fax:	775-684-0188
Email:	a.taylor@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 Master Agreement are required.

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

1. **LOCAL GOVERNMENTS:** Local governments (as defined in NRS §332.015) are intended third party beneficiaries of this contract and any local government may join or use this or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses this or any contract resulting from this Participating Addendum.

2. **REQUISITIONS:** All State agencies requisitions over \$5000.00 will be processed by and through the Nevada State Purchasing Division and a purchase order issued, as needed, at the contracted price(s). Local governments as defined in NRS 332.015 can purchase directly and be billed by vendor.

3. **ADMINISTRATIVE FEE:**
 - a. 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



**PROFESSIONAL GRADE TOOLS &
DIAGNOSTIC EQUIPMENT**

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quarter beginning July 1, 2017, or the date of execution of this amendment, whichever is later.

- b. 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.
- c. 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).
- d. 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: NVQtlyReport@admin.nv.gov
- e. 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.

- f. 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



**PROFESSIONAL GRADE TOOLS &
 DIAGNOSTIC EQUIPMENT**

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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
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

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

**PROFESSIONAL GRADE TOOLS &
DIAGNOSTIC EQUIPMENT**

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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

g. 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 may 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 contractor 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.

h. 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.

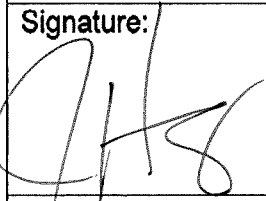
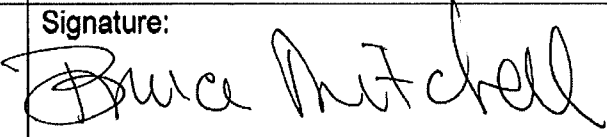
5. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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DIAGNOSTIC EQUIPMENT**

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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 Nevada	Contractor: Hilti, Inc.
Signature: 	Signature: 
Name: Jeffrey Haag	Name: Bruce Mitchell
Title: Administrator	Title: Assistant Secretary / Contract Manager
Date: <i>10-9-2018</i>	Date: October 3, 2018

