

NASPO ValuePoint
PARTICIPATING ADDENDUM



FIRE TRUCKS AND FIRE APPARATUS

Led by the State of Mississippi

Master Agreement #: **8200027988**

Contractor: **PIERCE MANUFACTURING, INC.**

Participating Entity: **STATE OF NEVADA**

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Fire Trucks and Fire Apparatus Contract led by the State of Mississippi for use by political subdivisions 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 NASPO ValuePoint Master Agreement may be used by institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Nevada. This agreement cannot be used by State agencies. 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:	Pierce Manufacturing Kristina Spang
Address:	2600 American Drive, Appleton, WI 59414
Telephone:	920-832-3000
Email:	kspang@piercemfg.com

Participating Entity

Name:	State of Nevada, Purchasing Division Gideon K. Davis
Address:	515 East Musser Street, Suite 300 Carson City, NV 89701
Telephone:	775-684-0196
Email:	gkdavis@admin.nv.gov

4. **Participating Entity Modifications or Additions to The Master Agreement:** 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.

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

- a) **Contract Term:** This Contract remains in effect until the earlier of (a) the expiration or termination of the master agreement, or (b) termination of this contract in accordance with its terms.

- b) **Consideration:** The parties agree that Contractor will provide the services as specified in the NASPO ValuePoint Master Agreement led by the State of Mississippi. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the specific agency Lease Agreement. This PA does not obligate The State of Nevada to expend funds or purchase goods or services; the purchase amount will be controlled by the individual Purchase Order, Lease, or Service Level Agreement issued under the Master Agreement.

- c) **Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

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.

All administrative fee payments shall include the contract number on the required documents. If submitting an administrative fee payment for more than one contract, then a separate payment and associated documents shall 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 Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) calendar days of quarter end.

The template for the required Quarterly Administrative Fee & Usage Report may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. The report must be submitted via email to: NVQtlyReport@admin.nv.gov

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by Contractor from state agencies, the university and community college system, the Legislative Counsel

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Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

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.

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	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

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 Contractor. 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 Quarterly Administrative Fee & Usage Report. Contractor understands and agrees

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that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contract terms, as amended.

If the administrative fee is not paid and quarterly report is not received within forty five (45) calendar days of quarter end, then Contractor will be in material breach of this contract.

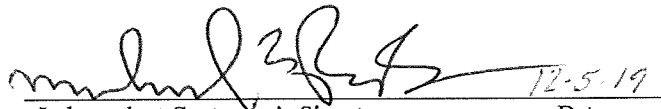
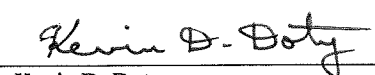
- d) **Boycott of Israel:** Pursuant to NRS 333.338, the State of Nevada cannot enter into a contract with a company unless that company agrees for the duration of the contract not to engage in a boycott of Israel. By submitting a proposal or bid, vendor agrees that if it is awarded a contract it will not engage in a boycott of Israel as defined in NRS 333.338(3)(a).
 - e) **Customer Friendly Catalog:** Contractor must develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or G2B Punchout platform is appropriate. More information can be found at <http://purchasing.nv.gov/vendors/DBINV/>.
 - f) **Governing Law and Jurisdiction:** This Participating Addendum to the Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
5. **Resellers:** All contractors and resellers authorized in the State of Nevada, as shown on the dedicated Contractor (cooperative contract) website, are approved to accept orders and provide sales, service support, and invoicing 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 Master Agreement.
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.
- All orders should contain the following (1) "**PO subject to NASPO ValuePoint Contract #8200027988 & State Contract #99SWC-NV20-3600**" (2) Purchaser's, Address, Contact, & Phone-Number (3) Purchase order amount.
7. **Terms:** The Participating State or Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

 Independent Contractor's Signature	12-5-19 Date	<u>Michael Paik</u> Independent Contractor's Title
 Kevin D. Doty	12/5/19 Date	Administrator, Purchasing Division Title

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@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.]