

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
Education Furniture 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT MA662

**American Seating Company**  
(hereinafter "Contractor")  
And  
**State of Utah**  
(hereinafter "Participating State/Entity")

Participating State/Entity Contract Number MA662

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**Scope:**

This addendum covers the Education Furniture Contract lead by the State of Utah for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

**Participation:**

Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

**Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

**Participating State Modifications or Additions to Master Agreement:**

(These modifications or additions apply only to actions and relationships within the Participating Entity.)

- A. Attachment I State of Utah Additional Terms and Conditions
- B. Attachment II Addition Information
- C. Attachment III Discount Matrix

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**Lease Agreements:**

Leasing IS NOT authorized under this Master Agreement.

**Primary Contacts:**

The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	
Terri O'Toole	
State of Utah Purchasing	

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Address	3150 State Office Building Capitol Hill PO Box 141061 Salt Lake City, Utah 84114-1061
Telephone	801-538-3147
Fax	801-538-3882
E-mail	<a href="mailto:totoole@utah.gov">totoole@utah.gov</a>

**Contractor**

Name	American Seating Company, Randy Hermann
Address	9058 Payspere Circle, Chicago, IL 60674
Telephone	800-748-0268
Fax	
E-mail	<a href="mailto:Randy.hermann@amseco.com">Randy.hermann@amseco.com</a>

**Participating Entity**

Name	Terri O'Toole State of Utah Purchasing
Address	3150 State Office Building Capitol Hill PO Box 141061 Salt Lake City, Utah 84114-1061
Telephone	801-538-3147
Fax	801-538-3882
E-mail	<a href="mailto:totoole@utah.gov">totoole@utah.gov</a>

**Subcontractors:**

All American Seating dealers and resellers authorized in the State of Utah, as shown on the dedicated American Seating Company (WSCA-NASPO) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The American Seating representative/dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

**Purchase Order Instructions:**

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # MA662" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories of the

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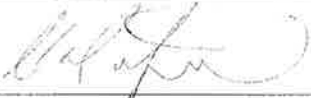
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together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State: State of Utah	Contractor: American Seating Company
By: 	By: 
Name: Kent D. Beers	Name: Nelson Wilfore
Title: Director of Purchasing & General Svs.	Title: Director of Contracting
Date: 8/27/14	Date: 08/20/2014

For questions on executing a participating addendum, please contact:

WSCA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsc-naspo.org

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**[Please email fully executed PDF copy of this document to  
[PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and  
posting in appropriate data bases]**

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**Attachment I  
State of Utah Additional Terms and Conditions  
For WSCA Participating Addendums**

The following terms and conditions will be added to the Participating Addendum for the State of Utah:

- 1) **AUTHORITY:** Provisions of this Addendum are pursuant to the authority set forth in 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2) **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 3) **RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 4) **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids nor to the Multiple Stage Process.

**4.1 Status Verification System**

- A. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including UCA Section 63G-12-302.
- B. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
- C. The State will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
- D. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

**4.2 Indemnity Clause for Status Verification System**

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A. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the State and its officers, employees, agents, representatives and anyone that the State may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

B. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the State shall only be required to indemnify the State for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the State in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

5) **INDEMNITY CLAUSE:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

6) **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

7) **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

8) **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

9) **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations from the State upon 30 days written notice. In the case that funds are

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not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

10) **TAXES:** Bid/proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is 11736850-010-STC, located at <http://purchasing.utah.gov/contract/documents/salestaxexemptionformsigned.pdf>. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

11) **INSURANCE:** Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to State and must add State as an additional insured with notice of cancellation.

12) **PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid/proposal.

13) **POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

14) **Report and Fees:** See Attachment 11, Section 11.

15) **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Annotated Section 15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue. Payments may be made via a State of Utah (or political subdivision) "Purchasing Card" (major credit card). All payments to the Contractor will be remitted by mail, electronic funds transfer, or Purchasing Card.

16) **HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

17) **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, as far as distribution of copies. Contractor gives the STATE express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

18) **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation,

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gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).

19) **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in the solicitation.

20) **INDIVIDUAL CUSTOMERS:** Each State agency and each political subdivision, as a State Entity, that uses this contract will be treated as if they were individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. The Contractor will apply the charges to each State Entity individually.



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**Attachment II  
Additional Information**

1. **Authorized Dealers:** Each participating entity shall select the authorized dealer(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection process during the execution of the participating addendum. This information could include, but is not limited to: business references, number of years in business, technical capabilities, and the experience of both their sales and installation personnel.

**Utah Representative:**

Main: Kent Poole, 801-943-8823, [poole.kent@gmail.com](mailto:poole.kent@gmail.com)  
Backup: Mike Joseph, 303-884-5354, [mike@mjdirections.com](mailto:mike@mjdirections.com)

2. **Product Category Selection:** Each participating entity has the option to select one or more product categories or services from the Master Agreement during the execution of the participating addendum. Each participating entity has the option to negotiate expanded product lines within the product category offering and within the scope of the RFP during the participating addendum process. Each qualified entity has the option to choose which contracted supplier(s) and may limit product categories or services offered during the execution of the participating addendum.  
All lecture hall furniture and auditorium seating.
3. **Additional Incremental Discounts:** Each participating entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the participating addendum process. Any additional incremental discounts available to a participating entity, if offered, may be provided at the discretion and as the sole legal obligation of the OEM or their authorized dealer or the distributor to the participating entity and negotiated during the participating addendum process. Contracted suppliers may offer additional volume discounting at any time to purchasing entities for special projects taking into consideration a project size, scope, type, or other considerations at the sole discretion and as the sole legal obligation of the OEM, authorized dealer, or distributor. **See Attachment III Discount Matrix.**
4. **Governing Laws and Regulations:** The construction and effect of this Participating Addendum or order(s) against the contract referenced in this Participating Addendum shall be governed by and construed in

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accordance with the laws of the Participating Entity's state. Venue for any claim, dispute or action concerning an order placed against the contract referenced in this Participating Addendum or the effect of this Participating Addendum shall be in the Purchasing Entity's state.

5. **Design and Installation Services:** Contracted Supplier shall provide to all purchasing entities, through their Authorized Dealer network, Representative, or a contracted supplier, all design services at no additional charge. Drawing revisions are made to improve quality, correct errors, reduce costs and improve overall design; and shall be limited to three revisions. Additional revisions (beyond three) may be charged separately on a project-by-project basis.

Installation shall be quoted on a project-by-project basis by American Seating. Every reasonable attempt shall be made to keep the installation amount below 20% of the total product sale amount. American Seating shall provide, at the request of the purchasing entity, a detailed quote with a breakdown of the services offered. The installation quote must contain pertinent information and must be approved by the purchasing entity and the cost and/or any other terms included in the purchase order. Installation fees may be calculated as a flat fee with detailed quote, or actual hours with a detailed quote and adjustment to actual hours on the invoice. The purchasing entity shall approve the method and quote and add it to the purchase order.

Examples of qualifying circumstances include:

- A. Labor market and/or prevailing wages for the installation location do not allow for the installation fee to be below the cap.
- B. The installation project is more complex and requires more labor hours, expertise, additional field measurements, travel to remote locations, and/or other labor requirements that are not typical or do not fall below the installation cap.

American Seating also provides Refurbishment services for past projects. These services shall be quoted on a project-by-project basis. These services are inclusive of historic sites/projects. Site visits for current installations is available by appointment.

6. **Delivery:** Unless otherwise noted on a purchase order the Contracted Supplier and/or Authorized Dealer offering furniture products must comply with the following delivery requirements. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as Inside Delivery, Liftgate Service, and Installation guidelines and terms will be negotiated

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during the Participating Addendum process. Installation services shall be capped as described in Section 1.13 chart. Delivery type and any associated fees must be included on the bid and on the purchase order. Delivery instructions will be specified on the purchase order by the purchasing entity. Firms responding with an offer for non-furniture products only are not required to offer installation services.

**Delivery Methods:**

**Drop Ship** – Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB Destination or FOB Origin as selected by the purchasing entity. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

**Inside Delivery** – Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No assembly is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

**Liftgate Service** – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply and a rate will be negotiated during the Participating Addendum process. When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

**Installation/Full Service** – Products will be delivered, unloaded, and assembled according to a design plan and to a move-in ready condition incorporating all Installation of Product Mandatory Requirements Section 2.12. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the installation instructions and fees.

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7. **Dedicated Website:** The Contracted Supplier(s) must maintain a contract website for each participating entity. The purpose of this website is to inform end users of the individual State programs under any subsequent participating addendum. Such contract websites shall, at a minimum, contain:
  - a. Product offerings and options, limited to the products approved by each participating entity through their participating addendum, this includes, but is not limited to product literature, specifications, photo(s), model number, fabric/finish options, size, pricing and access instructions for each product.
  - b. A detailed contact list including direct contact name, address, and phone number of authorized dealers within the participating State's that are authorized to service the contract.
  - c. The contracted supplier and/or its authorized dealer must make the website available within 90 days after signing a participating addendum.
  
8. **Contract Terms and Conditions:** The Master Agreement includes the WSCA-NASPO Contract MA662 and the Participating Addendum for the participating State/Entity.
  
9. **Freight Terms:** The contracted supplier(s) shall offer to ship products F.O.B. Destination; freight prepaid or allow the purchasing entity to make freight arrangements F.O.B. Origin, freight collect. The purchasing entity shall determine which method of freight terms apply and is required to note the method on the purchase order.

Responsibility for Freight Cost and Transit Risk:

F.O.B Destination, freight prepaid

Seller – Pays freight charges

Seller – Bears freight charges and selects carrier

Seller – Owns goods in transit

Seller – Files claims (if any)

The contracted supplier is responsible for filing and expediting all freight claims with carriers. The contracted supplier shall pay title and risk loss or damage charges.

F.O.B. Origin, freight collect

Buyer – Pays freight charges

Buyer – Bears freight charges and selects carrier

Buyer – Owns goods in transit

Buyer – Files claims (if any)

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10. **Insurance Requirements:** Participating entity may identify different or additional insurance requirements during the participating addendum process. **Insurance requirements stated in Scope of Work of Master Agreement MA662. Insurance certificate to be submitted to State of Utah Contract administrator within 30 days of contract execution.**

This pertains to the State of Utah insurance requirements.

The Contracted Supplier's or its authorized dealers who perform installation services or subcontract for installation services shall procure and maintain insurance which shall protect the Contracted Supplier and/or authorized dealer and The State and/or purchasing entity (as an additional insured) from any claims from bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein. The Contracted Supplier's authorized dealer or representative shall procure and maintain the insurance policies described below at their own expense and shall furnish to the procurement manager, upon award, an insurance certificate listing the participating State(s) as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the authorized dealer to include contractual liability coverage applicable to this Master Agreement. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all States); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements) and an acknowledgment of notice of cancellation to the participating States.

Authorized dealer is required to maintain the following insurance coverage's during the term of the WSCA Master Agreement:

- 1) Statutory Workers' Compensation Insurance and Employers' Liability Insurance providing benefits and not less than one million dollars (\$1,000,000). The Best's rating requirements are waived for coverage provided by the Workers' Compensation Fund. The Contractor shall require all Subcontractors at any tier to take and maintain similar policies of Workers' Compensation Insurance.
- 2) Commercial General Liability Insurance and/or Comprehensive General Liability Insurance, including coverage for premises/operations, explosion, collapse and underground hazards, products/completed

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
Education Furniture 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT MA662

**American Seating Company**  
(hereinafter "Contractor")  
And  
**State of Utah**  
(hereinafter "Participating State/Entity")

Participating State/Entity Contract Number MA662

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operations, contractual (including this Contract), and personal injury , including employees with limits of not less than one million dollars (\$1,000,000) each occurrence, and not less than three million dollars (\$3,000,000) general aggregate and three million dollars (\$3,000,000) products/completed operations aggregate. Aggregate limit shall be designated as applying to this Contract. If this insurance coverage is written on a "claims made" basis, the certificate of insurance required below shall so indicate and the policy shall contain an extended reporting period provision or similar 'tail' provision such that claims reported up to three (3) years beyond the date of Substantial Completion of this Contract are covered.

3) Comprehensive Automobile Liability Insurance including owned, hired and non- owned automobiles with limits not less than one million dollars (\$1,000,000) any one accident or loss.

Within 30 days of contract award, the Contracted Supplier and/or Authorized Dealer must submit proof of certificate of insurance that meets the above requirements or the Participating States requirements.

11. **Usage Reporting and Administrative Fee:** All reports must be submitted, using our template, in Excel format via e-mail to [salesreports@utah.gov](mailto:salesreports@utah.gov). Templates can be found at [www.purchasing.utah.gov](http://www.purchasing.utah.gov), Vendor Information, Sales and Usage Report Requirements.

**Quarterly Report Submission**

Quarterly reports must coincide with the quarters in the State of Utah fiscal year as outlined below:

*Quarter #1:* July 1 through September 30, due annually by October 30.

*Quarter #2:* October 1 through December 31, due annually by January 30.

*Quarter #3:* January 1 through March 31, due annually by April 30.

*Quarter #4:* April 1 through June 30, due annually by July 30.

**Administrative Fee**

Contractor is required to pay a quarterly administration fee of .50% (one half of one percent) of all sales under the resulting contract. The contractor will remit a check payable to the Utah State Division of Purchasing Attn: Administrative Fee Coordinator on the following schedule:

*Quarter #1:* January 1 - March 31. Check due annually by April 30.

**PARTICIPATING ADDENDUM  
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*Quarter #2:* April 1 - June 30. Check due annually by July 30.

*Quarter #3:* July 1 - September 30. Check due annually by October 30.

*Quarter #4:* October 1 - December 31. Check due annually by January 30.

This fee shall not be charged to the end user as a line item on the invoice. This fee shall be incorporated into the cost and discounting offered.

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**Attachment III  
Discount Matrix**

Price List #/Date: American\_Seating\_Arch\_Fixed\_Price\_4-23-2013. Available upon request.

Price List #/Date: American Seating Seating and Tables Price Book 6-23-14. Available upon request.

**Lecture hall and Auditorium Seating and Accessories**

Brand/Manufacturer	Collection	FOB Destination				
		Price Tier 1 Percentage Discount \$5,000 or Less	Price Tier 2 Percentage Discount \$5,001 to \$20,000	Price Tier 3 Percentage Discount \$20,001 to \$50,000	Price Tier 4 Percentage Discount \$50,001 to \$150,000	Price Tier 5 Percentage Discount Over \$150,000
American Seating	All Products	54.80%	54.80%	57.80%	60.80%	64.80%

**Lecture hall and Auditorium Seating and Accessories**

Brand/Manufacturer	Collection	FOB Origin				
		Price Tier 1 Percentage Discount \$5,000 or Less	Price Tier 2 Percentage Discount \$5,001 to \$20,000	Price Tier 3 Percentage Discount \$20,001 to \$50,000	Price Tier 4 Percentage Discount \$50,001 to \$150,000	Price Tier 5 Percentage Discount Over \$150,000
American Seating	All Products	55.80%	55.80%	58.80%	61.80%	65.80%





AGENCY CUSTOMER ID: 010381

LOC #: Grand Rapids



### ADDITIONAL REMARKS SCHEDULE

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AGENCY MARSH USA INC.		NAMED INSURED AMERICAN SEATING COMPANY ATTN: ONNILIE IRVINE 401 AMERICAN SEATING CENTER GRAND RAPIDS, MI 49504-4499	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

AMERICAN SEATING COMPANY HAS AGREED THAT, WITHIN (30) DAYS AFTER RECEIPT OF NOTICE OF CANCELLATION OF THE INSURANCE POLICIES REFERENCED ABOVE FROM THE APPLICABLE INSURERS, AMERICAN SEATING COMPANY OR ITS DESIGNEE WILL SEND A COPY OF SUCH NOTICE TO THE CERTIFICATE HOLDER OF THIS CERTIFICATE. SUCH NOTICE IS NOT A RIGHT OR OBLIGATION WITHIN THE POLICIES, IT DOES NOT ALTER OR AMEND ANY COVERAGE, IT WILL NOT EXTEND ANY POLICY ANY POLICY CANCELLATION DATE AND IT WILL NOT NEGATE ANY CANCELLATION OF THE POLICY. FAILURE TO PROVIDE COPY OF SUCH NOTICE TO THE CERTIFICATE HOLDER SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER OR ITS AGENTS OR REPRESENTATIVES.