

PARTICIPATING ADDENDUM

Classroom & Office Furniture:

The following products and services are included in these contract as listed below.

Lead District: Davis School District

Master Contract Number C19-086 – Desks Inc. of Utah
Master Contract Number C19-087 – Edutek Corporation
Master Contract Number C19-088 – WorksSpace Elements
Master Contract Number C19-089 – Henriksen Butler
Master Contract Number C19-090 – Hertz Furniture
Master Contract Number C19-091 – Lakeshore Learning
Master Contract Number C19-092 – Meteor Education
Master Contract Number C19-093 – School Specialty
Master Contract Number C19-094 – Virco

Participating Entities: Alpine School District, Cache School District, Canyons School District, Davis School District, Granite School District, Jordan School District, Murray School District, Nebo School District, Ogden School District, Provo School District, Salt Lake School District, and Weber School District.

Participating Addendum Terms and Conditions:

1. **Scope:** This addendum covers all classroom and office furniture and related design and installation services for use by the participating entities.

All items listed are part of the contract with no extra charges are allowed for these services.

Full Service:

Company must have a dedicated sales person(s) assigned to the entity which can be called upon with questions or help.

Company must agree to multiple meetings with the entity to discuss type, colors and amounts of furniture to be purchased for the school.

Company must agree to design and layout out the furniture for the new or remodeled school in 2D and 3D layouts if requested.

Company must agree to furnish full installation services for the furniture if requested, which includes delivery, installation, and removal of trash.

Company must be able to produce reports/detailed layouts as to what goes in each class/area including price of each item as well as price of the class or area as requested.

Company will let the entity know the expected time frame for delivery of the furniture.

Company shall let the entity know the best time frame for placing orders to ensure the delivery is made on time.

As needed furniture:

Company must have a dedicated sales person(s) assigned to the entity which can be called upon with questions, quotes or help listed on Attachment "A".

Company must agree to furnish furniture information and available options, such as shape options, leg options, color options, caster vs glide options when requested by the District, School or Department.

Company must agree to generate quotes for individual needs after the decisions on what furniture may be needed, after those decisions are made. These quotes must include the shipping charges as requested by the entity. These charges may include inside delivery, lift gate delivery, or dock delivery.

Full Service and as needed furniture:

Company must agree to ship all requested items FOB Destination, prepaid and added to the invoice.

Company should let the entity know the expected time frame for delivery.

2. **Pricing:** The manufacturer discounts listed in this master agreement shall be in place for the life of the contract. Per RFP documents companies may add or delete manufactures as they change in their business.

You must notify Davis School District of any requested manufacture changes. The discounts for the additionally added manufactures will be for the life of the contracts. Discounts may not change during the life of the contract.

3. Design Services: Company agrees to render design services as requested without any additional fee to the entity.

4. Installation Services: Company may charge for installation services. These fees will be added to the quote when requesting pricing. Entity must request a price for installation

5. Delivery: Delivery charges may be added to the cost of the furniture. You must notify the participating entity if shipping/freight charges will be added to the quote.

6. Contract Effective Dates: This contract is effective upon the final signature of all parties and expires on January 1, 2024. Davis School District will be responsible for all contract renewals. If any changes occur Davis School District will notify the Participating Entities.

7. Orders: Any order placed by the Participating Entity for products and/or services available from the Mater Contract shall be deemed to be a sale under and governed by the pricing and other terms and conditions of the Master Contract. Orders shall be issued by the participating Entity.

8. Large Volume Discount Pricing: Participating Entities may seek to obtain additional volume discount pricing for large orders/projects provided the suppliers is willing to offer additional discounts for large volume orders. No amendment to this contract is necessary for supplier to offer large volume discount pricing to Participating Entities.

9. Insurance: Insurance must be carried for the life of the contract by the Supplier.

10. Terms and Conditions: Davis School District's Standard Terms and Conditions will apply to this Participating Addendum.

11. Eligible User Participation: Participation under this contract by Participating Entities is voluntary determined by each Entity. Supplier agrees to supply each entity the products and services with the same terms and conditions and prices of this contract.

12. Individual Customers: Each Entity that purchases items/services from this contract will be treated as individual customers. Each Entity will be responsible to follow the terms and conditions of this contract. Supplier agrees that each Entity will be responsible for their own charges, fees and liabilities. Supplier shall apply the charges to each Entity individually. Dais School District is not responsible for any unpaid invoices.

13. Work on Participating Entities Premises: Supplier shall ensure that personnel working on the premises of an Eligible Entity shall; (I) abide by all of the rules, regulations, and policies of the premises; (Ii) remain in authorized areas; (iii) follow all Instructions; and (iv) be subject to a background check, prior to entering the premises. The Entity may remove any individual for a violation hereunder.

14. Procurement Ethics: Supplier understands that a person who is interested in any way in the sale of any supplies, services to the Participating Entities is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the Entity, or to any person in any official capacity who participates in the procurement of such supplies, services, whether it is given for their own use or for the use or benefit of any other person or organization.

15. Changes is Scope: Any changes in the scope of the services to be performed under this Contract shall be In the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other

significant factors arising from the changes in the scope of services.

Participating Entities Signatures Below:

IN WITNESS WHEREOF, the Parties have caused this Participating Addendum to be signed by an authorized officer of their respective entities.

DocuSign Envelope ID: 560DEF9204B0486...
 Alpine School District
 Tom Mason
 Signature
 Director of Purchasing
 Title

12/7/2018
 Date

DocuSign Envelope ID: 980352F1D3B5400...
 Cache School District
 Dale Hansen
 Signature
 Business Administrator
 Title

12/7/2018
 Date

Canyons School District
 Amy Horne
 Signature
 Director
 Title

12/17/18
 Date

DocuSign Envelope ID: 883571309EC647E...
 Davis School District
 Lori Peterson
 Signature
 Director of Purchasing
 Title

12/7/2018
 Date

Granite School District
 Signature
 Title

Date

DocuSigned by:
Jordan School District
Kurt Prusse
8E42A50411D0472...
Signature
Director of Purchasing
Title

12/7/2018
Date

DocuSigned by:
Murray School District
Rock Boyer
46108A68DA0244E...
Signature
Director of Support Services
Title

12/7/2018
Date

DocuSigned by:
Newo School District
Ryan Pitcher
3AE203FB80G4AA...
Signature
Chief Procurement officer
Title

12/7/2018
Date

DocuSigned by:
Ogdan School District
Ken Crawford
78BC38C9F10924D6...
Signature
Director of support services and Athletics
Title

12/10/2018
Date

DocuSigned by:
Oyo School District
Tina Fluehe
99DD1FC42F1E484...
Signature
Director of Purchasing
Title

12/7/2018
Date

DocuSigned by:
Salt Lake City School District
Janet Roberts
17D7345A595B4A3...
Signature
Business Administrator
Title

12/7/2018
Date

DocuSigned by:
Weber School District
Jeff Walker
2DBAAB6F034046D...
Signature
Purchasing Agent
Title

12/7/2018
Date