

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Office Furniture
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT
Steelcase Inc.
(hereinafter "Contractor")
Utah Contract Number: MA147
And
State of Nevada
(hereinafter "Participating State/Entity")
Participating State/Entity Contract Number 1931

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1. Scope: This addendum covers the Office 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.

2. Participation: Use of specific **WSCA** 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.

3. Participating State Modifications or Additions to Master Price Agreement:

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

Attachment I, Additional Information, is included in this Participating Addendum by reference.

These modifications apply only to actions and relationships within the Participating Entity(State of Nevada).

3.1 This Contract/participating addendum shall not become effective until approved by the Nevada State Board of Examiners. This date is anticipated to be March 12, 2013.

3.2 **Consideration**: The parties agree that the Contractor will provide the services and goods as specified in this participating addendum at a cost as outlined in the Utah master contract with a not to exceed dollar value of \$2,000,000.00.

3.3 **Termination for Non-appropriation**: The continuation of this Contract/Participating Addendum beyond the biennium is subject to and contingent upon sufficient funds being

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appropriated budgeted and otherwise made available by the State Legislature and or federal sources. The State may termination this contract and contractor waives any and all claim(s) for damages effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Agency's funding from State or Federal sources is not appropriated or is withdrawn, limited or impaired.

4. Lease Agreements: Leasing IS NOT authorized under this Master Agreement.

5. Primary Contacts: The primary contact individual for this participating addendum is as follows (or their named successors):

Lead State

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	totoole@utah.gov

Contractor

Name	Ed Howard Steelcase Inc
Address	475 Brannan St., Suite 110 San Francisco, CA 94107
Telephone	415-760-7714
Fax	415-344-6707
E-mail	ehoward@steelcase.com

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<u>Participating Entity</u>	
Name	Gail Burchett
Address	Nevada Purchasing Division 515 E. Musser St, Suite 300, Carson City, Nevada
Telephone	(775) 684-0172
Fax	(775) 684-0188
E-mail	gburchett@admin.nv.gov

6. Subcontractors:

All [contractor] dealers and resellers authorized in the State of Nevada, as shown on the dedicated Steelcase (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

All orders should contain the following: (1) Mandatory Language: "PO is subject to WSCA Contract #MA 147" (2) Your Name, Address, Contact & Phone Number (3) Purchase order amount, monthly payment (if leased), itemized list of accessories of the service contract. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Orders can be made out to Machabee Office Environments, an AUTHORIZED reseller within the State of Nevada.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 1931 and the Lead State price agreement number: MA147.

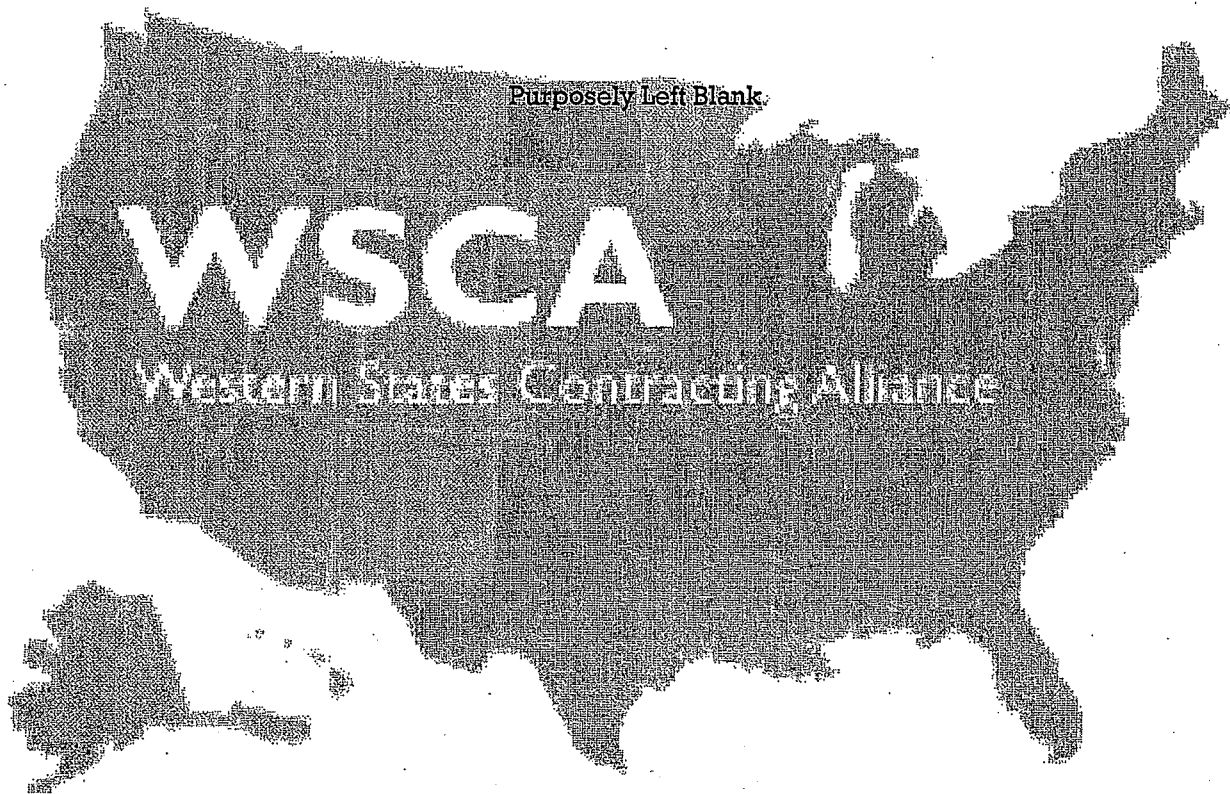
This Participating Addendum and the Master Price Agreement number MA147 (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not

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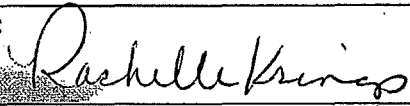






be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.



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

Participating State:	Contractor:
By: 	By: 
Name: 	Name: 
Title: 	Title: 
Date: 	Date: 

[Additional signatures as required by Participating State]

Western States Contracting Alliance



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Attachment I
Additional Information

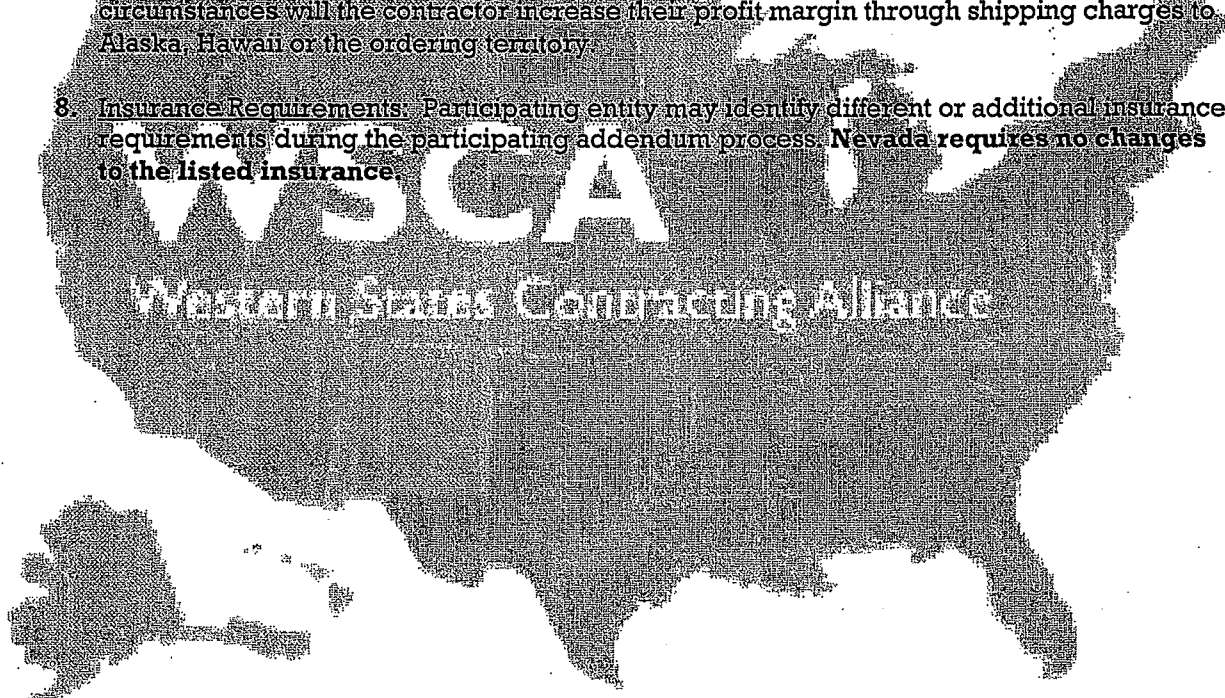
1. **Authorized Dealers:** Each participating entity shall select the authorized dealer(s) they choose to do business with during the participating addendum process. A participating entity may require the authorized dealer(s) to submit additional information regarding their firm as part of the selection 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. **Machabee Office Environments has been chosen as the Nevada Steelcase authorized dealer.**
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 process. 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.
3. **Additional Incremental Discounts:** 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 Contractor or their Authorized Dealer(s) to the participating entity and negotiated during the participating addendum process.
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 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:** Contractor shall provide, if offering open office panel systems, through their Authorized Dealer network, to all purchasing entities, all design, reconfiguration, and layout services at the contracted hourly rate for each participating entity. The contracted hourly rate for these services will be negotiated during the participating addendum process by each participating entity.

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6. Standard Contract Terms and Conditions: The Master Agreement includes the WSCA Contract MA147 and the Participating Addendum for the participating state/entity.
7. Freight Terms: Contractor shall ship all products F.O.B. destination, freight prepaid. Shipping costs must be included in the product price for all participating entities. All freight costs for shipments to the closest appropriate coast shipping port for Alaska, Hawaii or the ordering territory must be included in the product price offered to the participating entity. Alaska, Hawaii or the ordering territory will negotiate freight rates from the closest appropriate coast shipping port during the participating addendum process. Under no circumstances will the contractor increase their profit margin through shipping charges to Alaska, Hawaii or the ordering territory.
8. Insurance Requirements: Participating entity may identify different or additional insurance requirements during the participating addendum process. Nevada requires no changes to the listed insurance.



12/12

**Steelcase WSCA Contract MA147 Furniture Delivery and
Installation Rates For New Product**

Systems Furniture	3.5% of List
Casegoods/Storage	2.5% of List
Seating	2.0% of List

The rates above include any freight, delivery, installation, warehousing for 30 days, and trash removal from site. Rates above are not to exceed figures. Quoted installation rates may be lower based upon project requirements.

Service Centers:

Northern Nevada
Machabee Office Environments
1335 Greg Parkway #100
Sparks, NV 89431

Southern Nevada
Machabee Office Environments
6435 Sunset Corporate Dr.
Las Vegas, NV 89120

Above Rates Cover Installation to the following areas (50 Mile Radius from Service Centers):

Washoe County (Reno & Sparks)	Las Vegas
Carson City, Minden and Gardnerville	Henderson
North Lake Tahoe / Truckee Calif.	North Las Vegas
Fernley / Dayton	

Work performed outside of the areas above will be quoted based upon travel time, length of project, and whether transportation of product is needed.

RECONFIGURATION SERVICES FOR EXISTING PRODUCT

All moves/adds/changes will be billed at \$50.00 per man/per hour. There will be a minimum charge for one man of \$90.00 for all service and installation orders of one hour or less. The minimum charge for two men will be \$140.00.

Truck charges will be billed at \$150.00 per day if a truck is necessary to perform the work. i.e. product being torn down, moved, and rebuilt.

Wood touch up will be billed at \$90.00 per hour for the first hour with \$60.00 per hour for each additional hour.

Storage Services will be billed at \$60.00 per storage bay per month.

Overtime:

- All work performed outside normal business hours, 7 AM - 4 PM Monday through Friday or on Saturdays will be billed at time and a half, \$75.00 per hour per man.
- All work performed on Sundays will be billed at double time, \$100.00 per hour per man.
- Work that is sold as installed will be billed at \$50.00 per hour per man on Sundays.

<u>Hours</u>	<u>Rate</u>
Monday - Friday 7:00 am to 4:00 pm	Base Rate
Monday - Friday 4:00 pm and after	1.5 x Base Rate
Saturday	1.5 x Base Rate
Sunday & Holidays:	2 x Base Rate

DESIGN & PROJECT MANAGEMENT RATES

DESIGN CONSULTATION/PRODUCT PRESENTATION \$60 per hr

INCLUDES: Space Planning, CAD Drawings, Presentation Boards, Interviews, Inventory, Furniture Finish Research, Site Verifications, Contract Documents, and Consultation.

PRODUCTION DESIGN \$60 per hr

INCLUDES: Drafting of approved drawings, project management
(When requested by client) P/hour

SPECIFICATIONS \$60 per hr

INCLUDES: Bid and purchase documents

EXPENSES

Including travel, blueprinting, Federal Express are billable.

Client will have access to a computer product record of all time charges.

Design services billed monthly.

Travel for design staff between Reno and Las Vegas is not a billable item

PROJECT MANAGEMENT \$50 per hr

Project management will be billed at \$50.00 per hour, and is typically included in any new business, but may be necessary for any moves, adds, or changes, as well as some network business.

ATTACHMENT C

**Western States Contracting Alliance - State of Nevada Contract Number 1931
Steelcase Product and Discount Summary**

	Discount from List Price - Drop Ship %/(E-12 Drop Ship %)				
	\$1-\$50,000	\$50,001-\$100,000	\$100,001-\$200,000	\$200,001-\$500,000	\$500K +
5.2 Systems Furniture and Accessories					
Monolithic Systems & Accessories					
Series 9000, Avenir, Kick Systems & Freestanding	60%/(57%)	60%/(57%)	64%/(61%)	64%	65% or more **
Frame and Tile & Accessories					
Answer, Montage with Universal Worksurfaces & Pedestals	60%/(55%)	60%/(55%)	62%/(59%)	62%	63% or more **
Bottomline/Underline Task Lights, LED Shelf & LED Personal Task Lighting	49%	50%	50% or more**	50% or more**	50% or more**
Balance of Steelcase Steel Systems Products (with some Exceptions)	58%/(55%)	58%/(55%)	60%/(57%)	60% or more**	60% or more**
Balance of Details Products (with some Exceptions)	49%	50%	50% or more**	50% or more**	50% or more**
5.3 Seating					
Criterion	60%/(55%)	60%/(55%)	62%/(59%)	63% or more **	63% or more **
Amia, Move, Cachet, Leap, Think and Reply	52%/(47%)	52%/(47%)	54%/(49%)	54% or more **	54% or more **
Cobi, I2i, Node	48%	48%	52%	52% or more **	52% or more **
media:lounge	42%	42%	45%	45% or more **	45% or more **
Balance of Steelcase Steel Seating Products (with some Exceptions)	58%/(55%)	58%/(55%)	60%/(57%)	60% or more **	60% or more **
Steelcase Wood Seating	49%/(46%)	49%/(46%)	52%/(48%)	52% or more **	52% or more **
Turnstone Seating	54%	54%	58%	58% or more **	58% or more **
Coalesse Seating (with some Exceptions)	48%/(44%)	50%/(44%)	51% or more**	51% or more**	51% or more**
5.4 Desks and Tables					
ciscape, Frameone, Verb	46%	50%	50% or more**	50% or more**	50% or more**
media:tables	42%	42%	45%	45% or more **	45% or more **
Balance of Steelcase Steel Desk/Table Products (with some Exceptions)	58%/(55%)	58%/(55%)	60%/(57%)	60% or more**	60% or more**
Elective Elements 6	52%/(49%)	52%/(49%)	55%/(51%)	55% or more **	55% or more **
Walden Products, Steelcase Wood Desks/Tables including Flexframe	49%/(46%)	49%/(46%)	52%/(48%)	52% or more **	52% or more **
Groupwork, Currency & Payback Desks/Tables, Turnstone Desks/Tables	54%	54%	58%	58% or more **	58% or more **
E-Table 2	49%/(44%)	50%/(44%)	51% or more**	51% or more**	51% or more**
Coalesse Products (with some Exceptions)	48%/(44%)	50%/(44%)	51% or more**	51% or more**	51% or more**
Details Airtouch Adjustable Tables	57%	57%	61%	61% or more**	61% or more**
Balance of Details Products (with some Exceptions)	49%	50%	50% or more**	50% or more**	50% or more**
5.5 Filing, Storage and Casework					
Steelcase Universal Pedestals	60%/(55%)	60%/(55%)	62%/(59%)	63% or more **	63% or more **
Balance of Steelcase Steel Storage Products (with some Exceptions)	58%/(55%)	58%/(55%)	60%/(57%)	60% or more**	60% or more**
Elective Elements 6	52%/(49%)	52%/(49%)	55%/(51%)	55% or more **	55% or more **
Walden Products	49%/(46%)	49%/(46%)	52%/(48%)	52% or more **	52% or more **
Steelcase Wood Storage Products	58%/(55%)	58%/(55%)	60%/(57%)	60% or more**	60% or more**
Currency & Payback Filing/Storage, TS Mobile Pedestals, TS Tower Too, Turnstone Filing/Storage	54%	54%	58%	58% or more **	58% or more **
Coalesse Filing/Storage Products (with some Exceptions)	48%/(44%)	50%/(44%)	51% or more**	51% or more**	51% or more**
Other					
Service Parts for all of the above	35%	35%	35%	35%	35%

Express12 discounting shown in the parenthesis above (E-12 %)

Express12 Program Overview

- Express12 offers a comprehensive offering of many combinations of systems, desks, tables, storage, seating, lighting, and more.
- All products are made-to-order and delivered within 12 business days.
- Express12 is targeted to contract customers whose business needs require fast delivery with a broad product offering.
- Express12 service level is subject to change

EXCEPTIONS

- Steelcase Steel and Wood Price Lists: New Products, Leap Worklounge and Ottoman.
- Turnstone Price Lists: New Products, Bivi.
- Coalesse Price Lists: New Products, Carl Hansen.
- Details Price Lists: New Products, Fitwork.

OTHER

- Only orders from Steelcase Steel and Wood Price Lists may be combined for the purpose of defining order size.