

**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 Utah**  
(hereinafter "Participating State/Entity")  
Participating State/Entity Contract Number MA147

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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.)

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

B. Add the following terms and conditions to this Participating Addendum:

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 Steelcase Authorized Dealer will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Steelcase Authorized Dealer for costs authorized by this contract. These records will be retained by the Steelcase Authorized Dealer for at least four years

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after the date such Products and/or services were delivered to Buyer, or until all audits initiated within the four years have been completed, whichever is later. The Steelcase Authorized Dealer 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 Multi-Step 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 and Steelcase Authorized Dealer have registered and are participating in the Status Verification System to verify the work eligibility status of the contractor's and Steelcase Authorized Dealer'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 and Steelcase Authorized Dealer 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 and Steelcase Authorized Dealer'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**

A. Contractor and Steelcase Authorized Dealer (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 and Steelcase Authorized Dealer; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor and Steelcase Authorized Dealer 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.

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5) **INDEMNITY CLAUSE:** The Contractor and Steelcase Authorized Dealer will each 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 third party claims for any or all injuries to persons arising from intentional or negligent acts or omissions of the Contractor or Steelcase Authorized Dealer, his employees or subcontractors or volunteers. The Contractor and Steelcase Authorized Dealer shall each 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 property or claims for money damages arising from acts or omissions of the Contractor or Steelcase Authorized Dealer, his employees or subcontractors or volunteers. The parties agree that if there are any Limitations of the Contractor's or Steelcase Authorized Dealer'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 (42 USC 2000e) which prohibits discrimination against any employee or applicant for employment of 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 not appropriated or are reduced, the State will reimburse

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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) **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.

12) **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.

13) **REPORTS AND FEES:** The Contractor agrees to provide a quarterly administrative fee to the State of Utah in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" for an amount equal to 0.5% (one half of one percent) of the net sales of all purchases, including products and services, (net of any returns, credits, or adjustments) under this Addendum for the period. The Contractor's WSCA pricing to the Participating Entity may be adjusted to offset for the equivalent fee amount. Payment(s) shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
March 31	May 15
June 30	August 15
September 30	November 15
December 31	February 15

The Contractor agrees to provide a quarterly utilization report, reflecting net sales to the Participating Entity during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The report will be provided in secure electronic format and/or submitted electronically to the Purchasing Agent in the Division of Purchasing over in this Addendum and a copy to the Utah reports email address [salesreports@utah.gov](mailto:salesreports@utah.gov).

14) **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 Steelcase Authorized Dealer may assess interest on overdue, undisputed account charges

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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 Steelcase Authorized Dealer will be remitted by mail, electronic funds transfer, or Purchasing Card.

15) **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.

16) **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.

17) **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, 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).

18) **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.

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

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

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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	Don Squires Steelcase Inc
Address	987 South West Temple Salt Lake City, UT 84101
Telephone	801-381-0952
Fax	801-355-2713
E-mail	dsquire1@steelcase.com

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	totoole@utah.gov

**6. Subcontractors:**

All Steelcase dealers and resellers authorized in the State of Utah, as shown on the dedicated Steelcase (WSCA) website, are approved to provide sales and service support to participants in

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the WSCA Master Price Agreement. The Steelcase 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 # MA147" (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 either (a) Steelcase or (b) to an AUTHORIZED reseller depending upon the preference of the Participating State or other participating legal entity.

**8. Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include 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 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: State of Utah	Contractor: Steelcase Inc.
By: <i>[Signature]</i> Kent D. Beers ASSISTANT DIRECTOR	By: <i>[Signature]</i> Rachelle Krings
Name: Kent D. Beers	Name: Rachelle Krings
Title: Director of Purchasing & General Svs.	Title: Contract Specialist
Date: 12/21/12	Date: December 20, 2012



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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. **Midwest Commercial Interiors, 987 South West Temple, Salt Lake City, Utah 84101.**
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. **All available product categories will apply to the State of Utah with the clarifications listed below. The Nurture Product Line is added and may also be purchased by the State of Utah. Steelcase is aware that most State of Utah agencies are required to purchase their solid wood products through the Utah Correctional Industries (UCI). Political subdivisions may not have this restriction on their wood furniture purchases.**
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. **See Attachment II.**
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,

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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.

**Design:** \$48.25/Hour

**Order Specification Fee:** \$34.25/Hour

**Installation Services:** \$30.25/Hour (not to exceed 3.25% of list)

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. **Insurance requirements stated in Scope of Work of Master Agreement MA147. Insurance Certificate is on file with the State of Utah.**

**ATTACHMENT II**  
**State of Utah - Western States Contracting Alliance PA - Contract No. MA147**  
**Steelcase Product and Discount Summary**

	Discount from List Price - Drop Ship %				
	\$1-\$50,000	\$50,001-\$100,000	\$100,001-\$200,000	\$200,001-\$500,000	\$500K+
<b>5.2 Systems Furniture and Accessories</b>					
<b>Morphologic Systems &amp; Accessories</b>					
Series 9000, Avenir, Montage and Standard & Utility Lighting	63.82%	63.82%	64.83%	64.83% or more **	64.83% or more **
Kick Systems & Kick Freestanding, TS Worksurfaces	59.80%	59.80%	63.82%	63.82%	64.83% or more **
<b>Frame and Tile &amp; Accessories</b>					
Answer, Universal Worksurfaces & Pedestals	64.83%	64.83%	64.83% or more **	64.83% or more **	64.83% or more **
Ellipse	61.81%	61.81%	63.82%	63.82% or more **	63.82% or more **
Context, Post & Beam System	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Bottomline/Underline Task Lights, LED Shelf & LED Personal Task Lighting	50.76%	51.76%	51.76% or more**	51.76% or more**	51.76% or more**
Balance of Steelcase Steel Systems Products (with some Exceptions)	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Balance of Details Products (with some Exceptions)	50.76%	51.76%	51.76% or more**	51.76% or more**	51.76% or more**
<b>5.3 Seating</b>					
Criterion, 433 Protégé, 472 Max-Stacker, 473 Max-Stacker II and 475 Player	63.82%	63.82%	64.83%	64.83% or more **	64.83% or more **
Amia, Move, Cachet, Leap, Think, Cobi, Node and Reply	52.77%	52.77%	54.78%	54.78% or more **	54.78% or more **
i2i	47.74%	47.74%	51.76%	51.76% or more**	51.76% or more**
media:lounge	41.71%	41.71%	44.73%	44.73% or more **	44.73% or more **
Balance of Steelcase Steel Seating Products (with some Exceptions)	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Steelcase Wood Seating including Siento	48.75%	48.75%	51.76%	51.76% or more**	51.76% or more**
Sawyer	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Turnstone Seating	53.77%	53.77%	57.79%	57.79% or more **	57.79% or more **
Coalesse Seating (with some Exceptions)	47.74%	49.75%	50.76%	50.76% or more**	50.76% or more**
Nurture Seating	44.73%	46.74%	46.74% or more**	46.74% or more**	46.74% or more**
<b>5.4 Desks and Tables</b>					
ccscape, Verb	45.73%	45.73%	49.75%	49.75% or more**	49.75% or more**
Frameone	47.74%	47.74%	49.75%	49.75% or more**	49.75% or more**
media:tables	41.71%	41.71%	44.73%	44.73% or more **	44.73% or more **
Balance of Steelcase Steel Desk/Table Products (with some Exceptions)	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Effective Elements 6	51.76%	51.76%	54.77%	54.77% or more **	54.77% or more **
Walden Products, Steelcase Wood Desks/Tables including Flexframe	48.75%	48.75%	51.76%	51.76% or more **	51.76% or more **
Groupwork, Currency & Payback Desks/Tables	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Turnstone Desks and Tables	53.77%	53.77%	57.79%	57.79% or more **	57.79% or more **
E-Table 2	48.75%	49.75%	50.76%	50.76% or more**	50.76% or more**
Coalesse Products (with some Exceptions)	47.74%	49.75%	50.76%	50.76% or more**	50.76% or more**
Nurture Table Products	44.73%	46.74%	46.74% or more**	46.74% or more**	46.74% or more**
Details Airtouch Adjustable Tables	56.79%	56.79%	60.81%	60.81% or more**	60.81% or more**
Balance of Details Products (with some Exceptions)	50.76%	51.76%	51.76% or more**	51.76% or more**	51.76% or more**
<b>5.5 Filing, Storage and Casework</b>					
TS Bins & Shelves	59.80%	59.80%	63.82%	63.82%	64.83% or more **
200, 800 & 900 Laterals and Overfile Cabinets	61.81%	61.81%	63.82%	63.82% or more **	63.82% or more **
Steelcase Universal Pedestals and Curved/ITC/OTC Bins & Shelves	64.83%	64.83%	64.83% or more **	64.83% or more **	64.83% or more **
Balance of Steelcase Steel Storage Products (with some Exceptions)	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Effective Elements 6	51.76%	51.76%	54.78%	54.78% or more **	54.78% or more **
Walden Products	48.75%	48.75%	51.76%	51.76% or more **	51.76% or more **
Steelcase Wood Storage Products	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Currency & Payback Filing/Storage, TS Mobile Pedestals, TS Fixed Pedestals, TS Tower Too, TS Underworksurface Laterals and Turnstone Filing/Storage	57.79%	57.79%	59.80%	59.80% or more **	59.80% or more **
Turnstone Filing/Storage	53.77%	53.77%	57.79%	57.79% or more **	57.79% or more **
Coalesse Filing/Storage Products (with some Exceptions)	47.74%	49.75%	50.76%	50.76% or more**	50.76% or more**
Nurture Casework Products	44.73%	46.74%	46.74% or more**	46.74% or more**	46.74% or more**
Other					
Service Parts for all of the above	34.68%	34.68%	34.68%	34.68%	34.68%

**EXCEPTIONS**

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

**OTHER**

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

**DESIGN AND INSTALLATION SERVICES**

- Design: \$48.25/hr
- Order Specification Fee: \$34.25/hr
- Installation Services: \$30.25/hr, not to exceed 3.25% of list

**Memorandum of Insurance**

<b>MEMORANDUM OF INSURANCE</b>					<b>DATE</b> 20-Dec-2012	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=1611">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=1611</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")			<b>COMPANIES AFFORDING COVERAGE</b>			
			Co. A Travelers Indemnity Company of CT			
<b>INSURED</b> Steelcase Inc. 901 44th Street PO Box 1967, Grand Rapids Michigan 49501 United States			Co. B Travelers Property Casualty Co of America			
			Co. C National Union Fire Ins co of Pittsburgh, PA			
			Co. D Farmington Casualty Company			
<b>COVERAGES</b>						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	HE-EXGL-474M6225-TCT-12 SIR: \$1,000,000 / OCCURRENCE	01-MAR-2012	01-MAR-2013	GENERAL AGGREGATE	USD \$4,000,000
					PRODUCTS - COMP/OP AGG	USD \$4,000,000
					PERSONAL AND ADV INJURY	USD \$1,000,000
					EACH OCCURRENCE	USD \$1,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD \$2,000,000
					MED EXP (ANY ONE PERSON)	EXCLUDED
A	AUTOMOBILE LIABILITY Any Auto	HC2E-CAP-474M5935-TCT-12	01-MAR-2012	01-MAR-2013	COMBINED SINGLE LIMIT	USD \$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	13273092	01-MAR-2012	01-MAR-2013	EACH OCCURRENCE	USD \$6,000,000
					AGGREGATE	USD \$6,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
		OTHER THAN AUTO ONLY:				
		EACH ACCIDENT				

D B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	HC2F-UB- 474M6194-12 (AOS) HRN-UB- 474M6201-12 (RETRO)* HWXJ-UB- 474M6213-12 (MI) SIR- \$1,000,000	01-MAR-2012 01-MAR-2012 01-MAR-2012	01-MAR-2013 01-MAR-2013 01-MAR-2013	AGGREGATE	
					WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD \$1,000,000
					EL DISEASE - POLICY LIMIT	USD \$1,000,000
					EL DISEASE - EACH EMPLOYEE	USD \$1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 20-Dec-2012
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=1611">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=1611</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> Steelcase Inc. 901 44th Street PO Box 1967, Grand Rapids Michigan 49501 United States	
<b>ADDITIONAL INFORMATION</b>  General Liability  Broad Named Insured: Steelcase Inc. and the following entities, but only while the First Named Insured directly or indirectly owns, during the policy period, an interest therein of more than 50%  SC Transport, Inc. Brayton International Inc. The Design Tex Group Inc. Steelcase Financial Services, Inc. Steelcase Architectural Walls Inc. Office Details, Inc. Polyvision Corporation Vecta Contract		

Hedberg Data Systems Inc.

And any other organization (except a partnership or joint venture) but only while the First Named Insured or any of the Named Insureds shown above directly or indirectly owns, during the policy period, an interest therein of more than 50%.

Additional Insured Blanket: Certificate Holder is included as an Additional Insured with respect to General Liability only as required by written contract executed prior to date of loss.

Additional Insured Owners, Lessees or Contractors Blanket  
Where required by written contract executed prior to a loss.

Additional Insured Vendors: Any person or organization distributing or selling your products for whom you have agreed in writing prior to a loss to provide liability Insurance

Waiver of Subrogation: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Automobile Liability:

Broaden Named Insured:

Steelcase Inc.

Brayton International Inc.

The Design Tex Group Inc.

Polyvision Corporation

Amex de Mexico SA de CV

Additional Insured Lessors

Any Lessor required to be named as an Additional Insured per written contract.

Additional Insured Certificate Holder is included as an Additional Insured with respect to Automobile Liability only as required by written contract executed prior to date of loss.

Waiver of Subrogation: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

Steelcase Inc. has chosen to self-assume Physical Damage coverage on their vehicles. The following entities have Physical Damage coverage subject to deductibles of \$1,000 Comprehensive, \$1,000 Collision on scheduled vehicles:

Brayton International

Amex de Mexico SA de CV previously Anderson Desk

Polyvision Corporation

Workers Compensation

Waiver of Subrogation:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

\*RETRO-WC Policy HRN-UB-474M6201-12 MA-WI-written by the Phoenix Insurance Company

**Umbrella:**

NOTE: Steelcase Inc.'s umbrella policy #13273092 also provides coverage for: Red Thread Spaces LLC (effective March 5, 2012) previously known as:  
Office Environments of New England LLC or  
Office Environments of New England LLC dba BKM Total Office  
Coverage is Excess for General Liability, Automobile Liability and Employers Liability. Primary Casualty is placed through another Broker.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. SUITE 700 200 OTTAWA AVE., N.W. GRAND RAPIDS, MI 49503 Attn: GrandRapids.certrequest@marsh.com 018266-MAIN-CAS-12-13	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Indemnity Co Of CT		25682
<b>INSURER B:</b> N/A		N/A
<b>INSURER C:</b> Farmington Casualty Company		41483
<b>INSURER D:</b> The Phoenix Insurance Company		
<b>INSURER E:</b> Travelers Property Casualty Co. of America		25674
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-004604744-01                      **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR: \$1,000,000 <input checked="" type="checkbox"/> OWN/CONT. PROTECTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HE-EXGL-474M6225-TCT-12	03/01/2012	03/01/2013	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			HC2E-CAP-474M5935-TCT-12	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			HC2F-UB-474M6194-12 (AOS)	03/01/2012	03/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
D				HRN-UB-474M6201-12 (MA,WI-RETRO)	03/01/2012	03/01/2013	E.L. EACH ACCIDENT	\$ 1,000,000
E				HWXJ-UB-474M6213-12 (MI-EXCESS)	03/01/2012	03/01/2013	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
E				MI - SIR \$1,000,000	03/01/2012	03/01/2013	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: UTAH CONTRACT NUMBER: WESTERN STATES CONTRACTING ALLIANCE MA147.  
 THE STATE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AND VOLUNTEERS IS/ARE INCLUDED AS ADDITIONAL INSURED, AS REQUIRED BY WRITTEN CONTRACT, SOLELY AS THEIR INTEREST MAY APPEAR, WITH REGARDS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES. WITH REGARDS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES, COVERAGE PROVIDED TO THE ADDITIONAL INSURED UNDER THIS ENDORSEMENT IS PRIMARY, AS REQUIRED BY WRITTEN CONTRACT; OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IS DEEMED TO BE EXCESS AND SHALL NOT CONTRIBUTE WITH THIS INSURANCE.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert W. Jones <i>Robert W. Jones</i>
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