State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Steelcase Inc. 901 44<sup>th</sup> Street SE Grand Rapids, MI 49508

# FIRST AMENDMENT TO PARTICIPATING ADDENDUM CONTRACT 14422 FOR OFFICE FURNITURE

This First Amendment ("Amendment") to Contract No. 14422 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Steelcase Inc., a corporation ("Contractor") and is dated as of July 15, 2022.

#### **RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 14422 for Office Furniture dated effective as of March 1, 2022 ("Contract").
- B. The Parties have not previously amended the Contract 14422.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

#### **AGREEMENT**

Now Therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. Service Categories. As per Exhibit B Office Furniture Scope of Work, Section 2 General Provisions of the Cooperative Purchasing Master Agreement MA147, each Participating Entity has the option to select one or more product categories or services from the resulting Master Agreement.
  - a. Design and Installation Services have been added. See attached *Exhibit A* for service schedules and rates.
  - b. Knowledgeable & Compliant with Prevailing Wage Requirements. Bidder understands Washington's Prevailing Wage on Public Works Act, RCW 39.12 (Act) and the rules promulgated by the Washington State Department of Labor and Industries (L&I Rules) and, if awarded a Master Contract pursuant to this Competitive Solicitation, unless exempt, Bidder (including any subcontractors) will pay all workers employed in the performance of any part of the work resulting from such Master Contract in accordance with the Act and the L&I Rules.

- c. Bidder certifies they (including any subcontractors) have NOT been cited by the Washington State Department of Labor and Industries (L&I) for violations of the Act and/or L&I Rules within the five (5) years preceding the date of this Competitive Solicitation.
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

STEELCASE INC, A CORPORATION			STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES		
Ву:	Megan (Maguire	Ву:	Nick Joanna		
Name:	Megan Maguire	Name:	Nicholas Ioanna		
Title:	Manager, Pricing & Contracts	Title:	Procurement Supervisor		
Date:	July 13, 2022	Date:	7/13/2022		

**EXHIBIT A**OpenSquare Service Schedule and Rates

	Regular	Saturday/OT	Sunday/Holiday	Prevailing Wage-Regular	Prevailing Wage-OT	Prevailing Wage-Double
Service		Hourly Rate	Hourly Rate			
	Hourly Rate	x 1.5	x 2.0	Hourly Rate	Hourly Rate	Hourly Rate
Design	96.43	144.64	192.85	N/A	N/A	N/A
Technical Services*	96.43	144.64	192.85	N/A	N/A	N/A
Installation Coordination	96.43	144.64	192.85			
Services				N/A	N/A	N/A
Service Technician	76.13	114.19	152.25	Quoted	Quoted	Quoted
Technology Installation	76.13	114.19	152.25	Quoted	Quoted	Quoted
Lead Technology Installation	96.43	144.64	192.85	Quoted	Quoted	Quoted
Systems Engineer	126.88	190.31	253.75	N/A	N/A	N/A
Lead Installer	76.13	114.19	152.25	Quoted	Quoted	Quoted
Installer	65.98	98.96	131.95	Quoted	Quoted	Quoted
Wall Installation	N/A	N/A	N/A	Quoted	Quoted	Quoted
Warehouse Services	65.98	98.96	131.95	N/A	N/A	N/A
Truck	30.45	N/A	N/A	N/A	N/A	N/A
Move Services	65.98	98.96	131.95	N/A	N/A	N/A
Storage (per Sq Foot)	1.37	N/A	N/A	N/A	N/A	N/A
Asset Management	83.23	N/A	N/A	N/A	N/A	N/A
AST In Fees	7.11	N/A	N/A	N/A	N/A	N/A
AST Out Fees	7.11	N/A	N/A	N/A	N/A	N/A
Wood Touch Up / Refinishing	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
Non-Warranty Service/Repair	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted
Electrician	Quoted	Quoted	Quoted	Quoted	Quoted	Quoted

<sup>\*</sup> Through our Technical Services offering, we partner to strategically explore and research product options, test fits, and develop/vet specifications according to agreed-upon criteria (cost, timelines, etc.) to align with the project's budget, schedule, and other key parameters. Our deliverables include planning services as well as thought starters, typicals, renderings, and conceptual designs. Our approach touches everything from beautiful physical spaces to streamlined processes and tech ingenuity.

## 14422 Amendment 1

Final Audit Report 2022-07-13

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