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

MASTER AGREEMENT
Krueger International, Inc. (KI)
Master Agreement No: MA671
(hereinafter "Contractor")

State of Nevada
(hereinafter "Participating State/Entity")
Participating State/Entity Contract Number 3146

1. Scope: This addendum covers the Education Furniture 14-19 contracts led 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-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.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

3.1 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.

3.2 EFFECTIVE DATE: This Contract/participating addendum shall not become effective until approved by the Nevada State Board of Examiners. This date is anticipated to be January 13, 2015.

3.3 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.

3.4 TERMINATION FOR NON-APPROPRIATION: The continuation of this Contract/Participating Addendum beyond the biennium is subject to and contingent upon sufficient funds being 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 individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Mike Hogan, Contract Sales Operations Manager, Quote/Bid
Address	PO Box 8100, 1330 Bellevue Street, Green Bay, WI 54308-8100
Telephone	920.468.2396
Fax	920.468.2781
E-mail	mike.hogan@ki.com

Participating Entity

Name	Gail Burchett, Purchasing Officer II
Address	515 East Musser Street, Suite 300, Carson city, Nevada 89701
Telephone	(775) 684-0172
Fax	(775) 684-0188
E-mail	gburchett@admin.nv.gov

6. Subcontractors: All [contactor] dealers and resellers authorized in the State of Nevada, as shown on the dedicated KI (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The **KI** dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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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: Kimberlee Tafter	By:
Name: Kimberlee Tafter	Name: Michael J. Hogan
Title: Deputy Administrator	Title: Contract Manager
Date: 11/24/14	Date: 10/22/2014

[Additional signatures as required by Participating State]

Julia Teska
Signature – Board of Examiners

APPROVED BY BOARD OF EXAMINERS

On: 1/13/15
Date

Approved as to form by:

Deputy Attorney General for Attorney General

On: 25 Nov 14
Date

For questions on executing a participating addendum, please contact:

WSCA-NASPO

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

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