



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-13540 & A-13545

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of the Department of Social Services to sign the agreement awarded for RFP #10607 with Peninsula Business Interiors (A-13540) for \$1,200,000, retroactive to January 1, 2018 through June 30, 2020, to purchase furniture and furniture installation for the Department of Social Services;
- b. Approved and authorized the Director of the Department of Social Services to sign the agreement awarded for RFP #10607 with KBM-Hogue (A-13545) for \$1,200,000, retroactive to January 1, 2018 through June 30, 2020, to purchase furniture and furniture installation for the Department of Social Services; and
- c. Authorized the Director of the Department of Social Services to sign up to three (3) amendments to each Agreement where the total amendments do not exceed 10% (\$240,000) of the total aggregate cost of both agreements and do not significantly change the scope of work.

PASSED AND ADOPTED on this 9th day of January 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips and Parker

NOES: None

ABSENT: Supervisor Adams

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting January 9, 2018.

Dated: January 23, 2018
File ID: A 17-503
Corrected: January 25, 2018

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

KBM-Hogue,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide and install furniture, chairs and accessories at all office locations occupied by the Department of Social Services.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 1,200,000.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from January 1, 2018 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Catalog Pricing
- Exhibit C Warranty
- Exhibit D Tiered Pricing
- Exhibit E Lobbying

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal,

state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Sylvia Solis - Administrative Services Officer	Lela Huenergardt - Account Manager
Name and Title	Name and Title
1000 S. Main St. Suite 304 Salinas, CA 93901	160 W. Santa Clara St. Suite 102 San Jose, CA 95113
Address	Address
(831) 755-4483	408-482-8179
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

_____ **KBM-Hogue**
Contractor's Business Name*

Date: _____
By: [Signature]

By: [Signature]
(Signature of Chair, President, or Vice-President)*

Date: _____
Department Head (if applicable)
1/24/18

By: _____
Board of Supervisors (if applicable)

Date: _____
Stan Vukovich CEO
Name and Title
11/16/17

Approved as to Form¹

By: [Signature]
County Counsel
Date: 11/30/17

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller
Date: 12-1-17

Date: _____
Mark Dowling President
Name and Title
11/17/17

Approved as to Liability Provisions³

By: _____
Risk Management
Date: _____

County Board of Supervisors' Agreement Number: A 13545, approved on (date): 1/9/18

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Scope of Services / Payment Provisions

KBM Hogue

A. LOCATION OF SERVICES

Monterey County Department of Social Services (DSS) – All owned, occupied, leased, or rented facilities

B. CONTRACT TERM

January 1, 2018 – June 30, 2020

C. CONTACT INFORMATION

Primary County Contract Administrator:

Sylvia Solis – Administrative Services Officer
1000 South Main St. Suite 304
Salinas, CA 93901
SolisS@co.monterey.ca.us
(831) 755-4483

Secondary County Contract Administrator:

Chris White – Administrative Services Assistant
1000 South Main St. Suite 304
Salinas, CA 93901
whitecc@co.monterey.ca.us
(831) 755-4871

CONTRACTOR Information:

Lela Huenergardt – Account Manager
160 West Santa Clara St. Suite 102
San Jose, CA 95113
(408) 351-7149
lela.huenergardt@kbm-hogue.com

D. BACKGROUND & PURPOSE

After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10607 and in this Agreement on the terms and conditions contained herein and in RFP #10607. The intent of this Agreement is to summarize the contractual obligations of the parties.

E. SCOPE OF SERVICES

CONTRACTOR hereby agrees to provide the County with the products both identified in this Agreement and in CONTRACTOR's written proposal dated March 30, 2017, on file with the Monterey County Contracts/Purchasing Office (KBM Proposal).

EXHIBIT A

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

E.1 Furnishings

CONTRACTOR hereby agrees to provide County with products including, but not limited to those identified within **Exhibit B** of this Agreement and in KBM Proposal.

CONTRACTOR shall make available to County its entire catalog of desks, chairs, workstations, modular panel walls, furniture components, accessories, and hardware. County retains the ability to purchase additional items, not listed, to respond to the changing needs of DSS.

E.2 Space Planning

CONTRACTOR shall create space use planning, AUTOCAD drawings, and interior design for any DSS location as requested by County.

E.3 Storage & Inventory Management

CONTRACTOR shall provide inventory management and product storage as requested by County. CONTRACTOR shall provide County with a monthly statement of all items currently being held in CONTRACTOR's inventory.

E.4 Set-Up, Delivery, & Training

CONTRACTOR shall:

- Review all approved installation drawings, review and inspect all of the ordered desks, chairs, workstations, modular panel walls, components and hardware before and after installation.
- Provide COUNTY with an approved quick ship, rapid response program for urgent installation requirements.
- Furnish, install, and set in place (completely assembled, functional and ready for use) at point of use all purchases made by County under this Agreement.
- Check bills of lading, verify orders, inspect for damage and reorder as necessary. CONTRACTOR will be expected to track all shipments and keep County project planners informed of schedules. If so notified, CONTRACTOR shall be required to participate in a pre-installation meeting with staging plan for delivery and installation.
- Provide on-site training to County staff on all furnished products as requested by County. Training shall include breakdown and setup procedures.

EXHIBIT A

- Affix a label to each component installed with the following information: manufacturer name, unique serial number, and warranty expiration date. Label shall be placed in an accessible, but not visible location and be opposite any power connections or motors.
- Provide to County, at the completion of each project, a list, in spreadsheet format compatible with Excel, of all serial numbers and information on the associated parts including: Model Number, Manufacturer Name, Install Date, Warranty Expiration Date.

E.5 Cleanup

During performance and completion of work under this Agreement, CONTRACTOR shall:

Remove all unused equipment and instruments of service, all excess or unsuitable materials, trash, and debris, and legally dispose of the same, unless otherwise directed by the Agreement or by County.

Leave entire area in a neat, clean, and acceptable condition as approved by County.

E.6 Warranty

Services:

CONTRACTOR shall fully warrant all services against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the County. Time is of the essence of this Agreement. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

Equipment:

Warranty period set forth in **Exhibit C – Warranty** is for a 24-hour, 7 days a week, multi shift use warranty (includes parts and labor to repair). Should any failure to conform to this limited warranty appear to a product purchased under this Agreement, during the applicable warranty period from the date of shipment, CONTRACTOR shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts.

Remedies:

The remedies provided above are the CONTRACTOR's sole remedies for any failure of CONTRACTOR to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of CONTRACTOR, with respect to or arising out of the Product furnished hereunder.

Delay/Force Majeure

CONTRACTOR shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or off the County, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. If any such event occurs, CONTRACTOR may extend delivery dates by a period of time necessary to overcome the effect of such delay, allocate available Products, or cancel any purchase order.

Patents:

Subject to the following provisions, CONTRACTOR shall, at its own expense, defend or, at its option, settle any claim, suit or proceeding brought against the COUNTY, and/or its vendees, mediate and immediate, so far as based on an allegation that any Product or any part thereof furnished hereunder constitutes a direct or a contributory infringement of any claim of any patent of the United States or Canada. This obligation shall be effective only if County shall have made all payments then due hereunder and if CONTRACTOR is notified promptly in writing and given authority, information, and assistance for the defense of said claim, suit or proceeding. CONTRACTOR shall pay all damages and costs awarded in such suit or proceedings so defended.

Other Warranty Terms:

The foregoing indemnity does not apply to the following: Products supplied according to design other than that of CONTRACTOR, and which is required by County:

- Combination of the Product with another product not furnished hereunder unless CONTRACTOR is a contributory infringer.
- Any settlements of a suit or proceeding made without CONTRACTOR's written consent.

County's remedies set forth herein are exclusive and the liability of CONTRACTOR with respect to the breach of this Agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product or part on which such liability is based.

When a product is being replaced under any warranty, CONTRACTOR, at its sole expense, shall provide and set in place loaner equipment that is equivalent to the product being replaced.

E.7 Repairs Outside of Warranty

CONTRACTOR shall perform repairs to products outside of warranties listed in the above Section or in **Exhibit C - Warranty**. Any repair or replacement work

EXHIBIT A

to any product outside of warranty must be approved in advance by a County Contract Administrator. CONTRACTOR shall provide loaner equipment to County during any repairs at no additional cost.

E.8 Tear Down

As requested by County, CONTRACTOR shall perform tear down of old furniture installations. For this Tear Down work, all sections of this Agreement shall be applicable to this work, including but not limited to Section E.5 Cleanup.

F. COUNTY RESPONSIBILITIES

County shall provide access to the facilities and provide a site manager as the project point of contact.

G. PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

G.1 Prevailing Wages:

If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

G.2 DIR Registration:

During the entire term of this Agreement CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

G.3 Local Hiring per County of Monterey Code 5.08.120:

All provisions included in County of Monterey Code 5.08.120 are applicable to this Agreement, including, but not limited to:

County of Monterey Code Section 5.08.120 General Provisions: Unless such a provision would conflict with a State or Federal law or regulation applicable to a particular contract for public works of improvement, all County contracts for public works of improvement shall contain provisions pursuant to which the contractor promises to make a good-faith effort to hire Qualified Individuals who are, and have been for at least one year prior to the opening of bids, Residents of the Monterey Bay Area in sufficient numbers so that no less than fifty (50) percent of the contractor's total construction work force, including any subcontractor work force, measured in labor work hours, is comprised of Monterey Bay Area residents.

For the purposes of this Section, the following terms have the meanings indicated:

- "Qualified individual" shall mean a person who is specially trained, skilled, and experienced in the work, trade, or craft specified in the portion of the

EXHIBIT A

public work of improvement to be performed or who is enrolled in a certified State or federally approved apprenticeship program in the applicable trade or who is a journey person in his or her applicable trade.

- "Resident of Monterey Bay Area" shall mean a person who resides within the boundaries of Monterey County, Santa Cruz County, or San Benito County.

H. ORDER PROCESS & PURCHASE ORDERS

All products and services ordered by County from CONTRACTOR under this agreement shall be ordered as individual Projects. Each Project shall be quoted by CONTRACTOR and County shall issue a unique purchase order issued for that Project. Purchase Orders shall only be valid during the County Fiscal Year (July 1 – June 30) in which they are issued.

I. ACCESSIBILITY

CONTRACTOR shall inform himself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under this Agreement. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this Agreement.

J. DAMAGE

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of the CONTRACTOR or CONTRACTOR's employee while working on the County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged.

K. PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be provided by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the areas affected by this Agreement.

L. LICENSING/SECURITY REQUIREMENTS

CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.

CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

KBM \$1,200,000

RFP #10607

- A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- CONTRACTOR is responsible for the cost of the State level criminal background check(s).
- The required background checks SHALL be completed prior to allowing the personnel to work within any of the facilities.

M. PAYMENT PROVISIONS

M.1 Compensation/Payment

County shall pay CONTRACTOR according to the terms set forth in Section 6, PAYMENT CONDITIONS, of this Agreement.

The maximum amount payable by County to CONTRACTOR under this Agreement shall not exceed **one million two hundred thousand dollars (\$1,200,000)**.

CONTRACTOR and County shall negotiate pricing of any orders for products or service not listed in this Agreement prior to CONTRACTOR commencing work, ordering, or installing any products.

CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining written approval from County.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

M.2 Tiered Pricing

CONTRACTOR'S compensation for products purchased shall be based on the rates set forth in **Exhibit B – Catalog List Pricing**, KBM Proposal, and all other current catalogs.

Discounts from the catalog prices, those presented in the KBM Proposal, and those shown in **Exhibit B** shall be set per the discount rates set forth in **Exhibit D - Tiered Pricing**.

Any discounts offered by CONTRACTOR must allow for payment after receipt and acceptance of services, materials or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

M.3 Labor Rates

County shall pay CONTRACTOR for:

- Project Management at a rate of \$90.00 per hour
- Space Planning/Design services at a rate of \$87.55 per hour.
- Training for product setup and breakdown at a rate \$90.00 per hour.
- Training on product use shall be provided to County at no cost.
- For non-prevailing wage labor, that is not required to comply with provisions of the Labor Code (sections 1720, et seq.), at a rate of \$80.00 per hour for installation, tear down, and repairs.
- For non-prevailing wage labor, that is not required to comply with provisions of the Labor Code (sections 1720, et seq.), at a rate of \$75.00 per hour for furniture delivery.

Labor outside of regular business hours (7am – 7pm Monday through Friday excluding Federal holidays) shall be billed with a surcharge of 40%.

M.4 Delivery, Storage & Inventory Management

Beginning on the 31st day of inventory storage, County shall pay CONTRACTOR \$1.65 per square foot per day of utilized space for all things inclusive of storage and management of inventory.

County shall pay CONTRACTOR a flat “truck charge” of ninety-one dollars (\$91.00) for each round-trip delivery to any DSS location regardless of order size. No other travel reimbursement shall be allowed during this Agreement.

M.5 Rate Changes

Changes for labor rates and product prices shall not increase more than 3% annually during the term of this Agreement and any subsequent amendments to this Agreement. CONTRACTOR shall notify County in writing of any proposed changes to product costs or labor rates no less than ninety (90) days prior to the date proposed for the changes to become effective to allow ample time for negotiation.

M.6 Tax

All pricing shown in this Agreement is inclusive of all applicable taxes.

County is registered with the Internal Revenue Service, San Francisco office, with registration number 94-6000524. The County is exempt from Federal

Transportation Tax; an exemption certificate is not required when shipping documents showing Monterey County as consignee.

M.7 CONTRACTORS Billing Procedures

Invoices shall be submitted upon completion of work no later than 30 days after completion of services. All invoices shall reference RFP #10607. Final invoice for work performed in a County Fiscal Year shall be submitted no later than July 10th of the following fiscal year, and be mailed to:

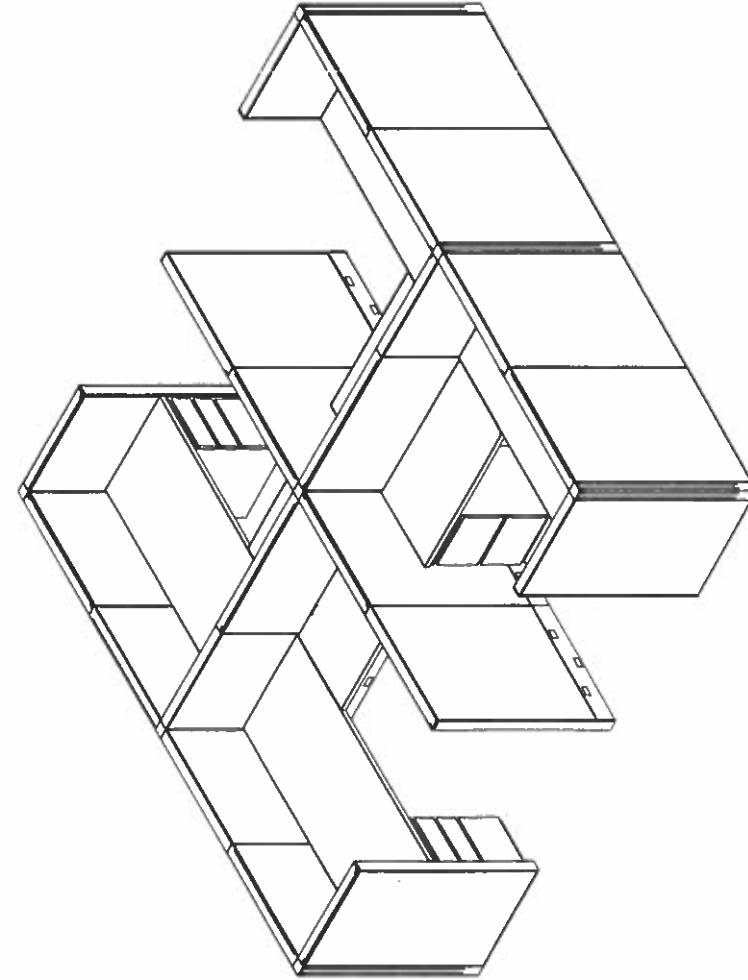
Sylvia Solis
1000 South Main St. Suite 304
Salinas, CA 93901

In the event that the Agreement is terminated prior to the completion of the services, the amount paid shall be prorated for services and equipment provided prior to the date of termination, should the County determine a reimbursement is owed, CONTRACTOR shall reimburse the County within thirty (30) days of the termination.

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Exhibit B

Knoll



Dividends Workstation

Manufacturer: Knoll
Product: Dividends Horizon Workstation
50"H Panels
72"x30" Fixed Height Worksurface
42"x24" Return
Box/File Pedestal
File/File Pedestal

Pricing

Base Price
\$ 1,982.00



Sapper Dual Monitor Arm



Quantity	Unit Price	Total
--	\$ 222.00	--

Manufacturer: Knoll
Product: Sapper Dual Monitor Arm

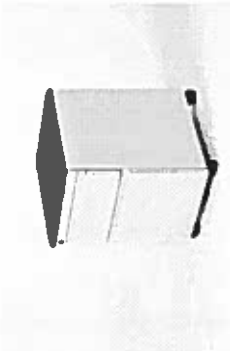
Height Adjustable Base



Quantity	Unit Price	Total
--	\$ 177.00	--

Manufacturer: Knoll
Product: Height Adjustable Base

Mobile Pedestal



Quantity	Unit Price	Total
--	\$ 4100	--

Manufacturer: Knoll
Product: Series 2 Mobile Pedestal
With Cushion Upcharge \$ 69.00

Overhead Storage



Quantity	Unit Price	Total
--	\$ 420.00	--

Manufacturer: Knoll
Product: Sliding Overhead

Low Height Credenza



Quantity	Unit Price	Total
--	\$ 508.00	--

Manufacturer: Knoll
Product: Low Height Credenza
With Cushion Upcharge \$ 80.00

Storage Tower



Quantity	Unit Price	Total
--	\$ 551.00	--

Manufacturer: Knoll
Product: Storage Tower



Corner Height Adjustable Base



Quantity	Unit Price	Total
--	\$ 401.00	--

Manufacturer: HAT Contract
Product: Corner Table Height Adjustable Base

Markerboard Panel



Quantity	Unit Price	Total
--	\$ 38.00	--

Manufacturer: Knoll
Product: Markerboard Panel

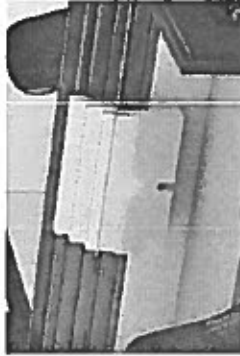
Slat Wall Panel



Quantity	Unit Price	Total
--	\$ 80.00	--

Manufacturer: Knoll
Product: Slat Wall Panel
Accessories not included

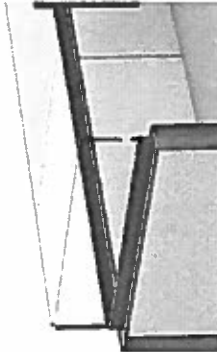
Slat Accessory



Quantity	Unit Price	Total
--	\$ 30.00	--

Manufacturer: Knoll
Product: Slat Accessory

7"H Glass Add-Up



Quantity	Unit Price*	Total
--	\$ 275.00	--

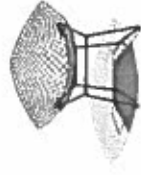
Manufacturer: Knoll
Product: 7"H Glass Add-Up
*Per station

14"H Glass Add-Up



Quantity	Unit Price*	Total
--	\$ 682.00	--

Manufacturer: Knoll
Product: 14"H Glass Add-Up
*Per station





42"H Panel

Quantity	Unit Price*	Total
-	- \$ 83.00	-

Manufacturer: Knoll
 Product: Dividends 42"H Panel
 *Per station



64"H Panel

Quantity	Unit Price*	Total
-	\$ 159.00	-

Manufacturer: Knoll
 Product: Dividends 64"H Panel
 *Per station



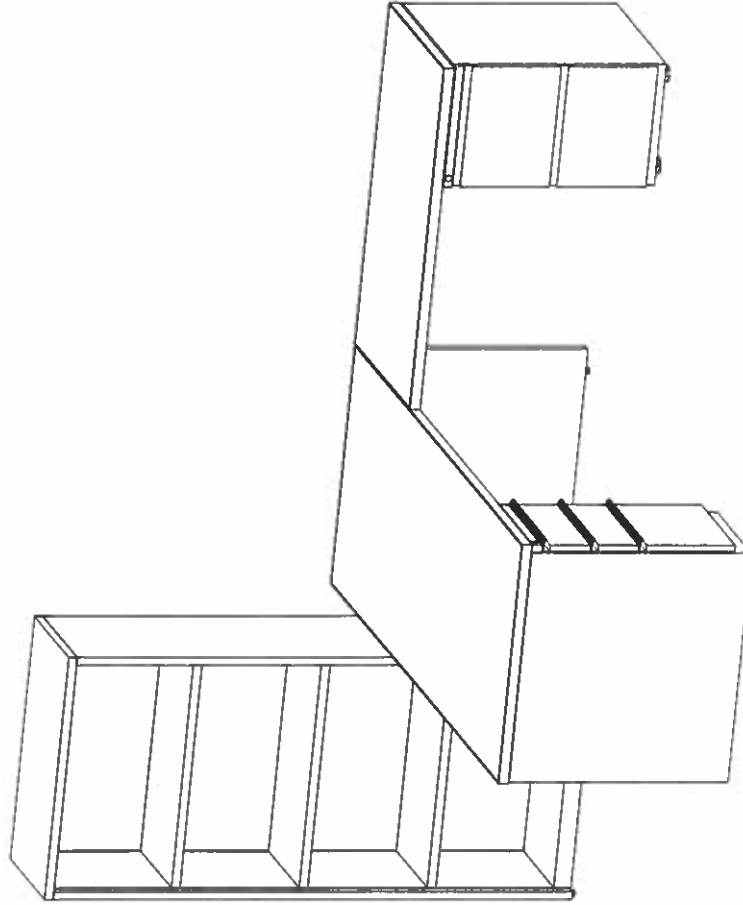
Knoll

Private Office

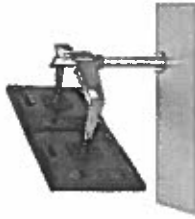
Manufacturer: Knoll
Product: Dividends Private Office
72"x30" Fixed Height Worksurface
42"x24" Return
Box/Box/File Pedestal
File/File Pedestal
4 Shelf Bookcase

Pricing

Unit Price
\$ 1,133.00



Sapper Dual Monitor Arm



Quantity	Unit Price	Total
--	\$ 222.00	--

Manufacturer: Knoll
Product: Sapper Monitor Arm

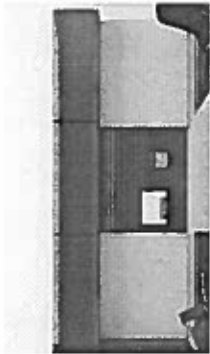
42" Overhead Storage



Quantity	Unit Price	Total
--	\$ 450.00	--

Manufacturer: Knoll
Product: 42" Overhead Storage Cabinet

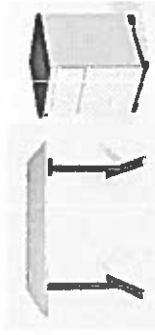
72" Overhead Storage



Quantity	Unit Price	Total
--	\$ 700.00	--

Manufacturer: Knoll
Product: 72" Overhead Storage

HAT w/ Mobile Pedestal



Quantity	Unit Price	Total
--	\$ 298.00	--

Manufacturer: HAT Contract/Knoll
Product: Height Adjustable Base with Mobile Pedestal
With Cushion Upcharge \$ 60.00

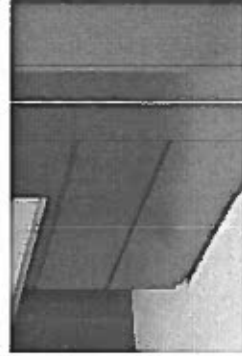
Storage Tower



Quantity	Unit Price	Total
--	\$ 745.00	--

Manufacturer: Knoll
Product: Calbra Storage Tower

Back Credenza



Quantity	Unit Price	Total
--	\$ 397.00	--

Manufacturer: Knoll
Product: Back Credenza



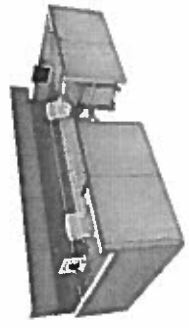
Reception OPT 2



Quantity	Unit Price	Total
--	\$ 2,321.00	--

Manufacturer: Knoll
Product: Reception Station

Reception OPT 1



Quantity	Unit Price	Total
--	\$ 7,022.00	--

Manufacturer: Knoll
Product: Reception Station

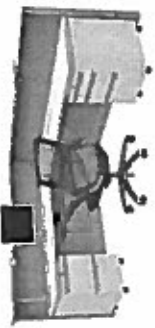
Sapper Dual Monitor Arm



Quantity	Unit Price	Total
--	\$ 222.00	--

Manufacturer: Knoll
Product: Sapper Dual Monitor Arm

Reception OPT 3

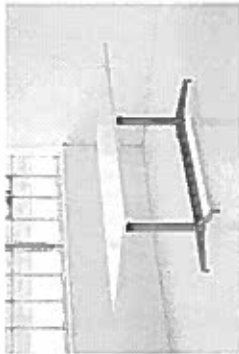


Quantity	Unit Price	Total
--	\$ 1,962.00	--

Manufacturer: Knoll
Product: Reception Station



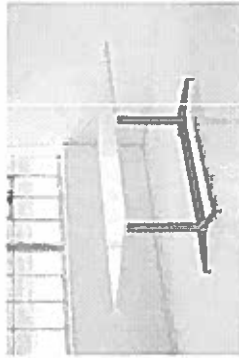
Y-Leg Conference Table



Quantity	Unit Price	Total
-	\$ 1,244.00	-

Manufacturer: Knoll
Product: Dividends Y-Leg Table
42"x68"

Y-Leg Conference Table



Quantity	Unit Price	Total
-	\$ 1,060.00	-

Manufacturer: Knoll
Product: Dividends Y-Leg Table
35"x72"

Pixel Training Table



Quantity	Unit Price	Total
-	\$ 1,205.00	-

Manufacturer: Knoll
Product: Pixel Training Table
24"x72"

Pixel Training Table



Quantity	Unit Price	Total
-	\$ 1,172.00	-

Manufacturer: Knoll
Product: Pixel Training Table
24"x60"



Round or Square Table

Quantity	Unit Price	Total
-	\$431.00	-

Manufacturer: Knoll
Product: Dividends Round or Square Table
427H



Round or Square Table

Quantity	Unit Price	Total
-	\$403.00	-

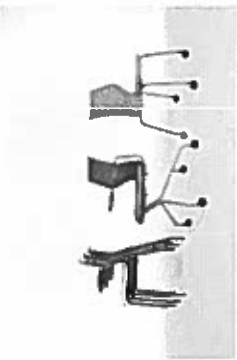
Manufacturer: Knoll
Product: Dividends Round or Square Table
307H



Generation Chair

Quantity	Unit Price	Total
-	\$ 576.00	-

Manufacturer: Knoll
Product: Generation Chair



MultiGeneration Chair

Quantity	Unit Price	Total
-	\$ 112.00	-

Manufacturer: Knoll
Product: MultiGeneration Stacking Chair



MultiGeneration Barstool

Quantity	Unit Price	Total
-	\$ 243.00	-

Manufacturer: Knoll
Product: MultiGeneration Barstool



YS72 Chair

Quantity	Unit Price	Total
-	\$ 223.20	-

Manufacturer: OfficeMaster
Product: YS72 Task Chair w/ KR200 Arm



Exhibit C

1 Year

Light ballasts, bulbs and power supply, seating upholstered armpads and soft armpads, wood casegoods upholstered surfaces, KnollStudio, outdoor product finishes, k, lounge upholstery and k, lounge fabric.

This warranty does not apply to:

- Damage caused by a carrier other than the Seller.
- Normal wear and tear or acts or omissions of parties other than Seller (including user modification, improper use or installation of Products).
- COM or other third party materials applied to Products.
- Products not installed by or under the auspices of a Knoll Dealer.
- Dramatic temperature variations or exposure to unusual conditions.
- Changes in surface finishes, including colorfastness due to aging or exposure to light.
- Except as specifically noted above, textiles and upholstery supplied by KnollTextiles (consult current KnollTextiles price list for applicable warranty).
- Natural variations occurring in wood, marble, and leather shall not be considered defects, and the Seller does not guarantee the colorfastness or matching of the colors, grains or textures, or surface hardness of such materials. The Seller also does not guarantee the colorfastness of fiberglass panel surfaces.

Knoll

THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided above are the Purchaser's sole remedies for any failure of Seller to comply with its obligations regarding the workmanship of its Products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Seller, with respect to or arising out of the Product furnished hereunder.

Seller warrants to the original Purchaser only that the Products Seller manufactures and sells to Purchaser are free of defects in workmanship and materials, during the applicable warranty period set forth below.

Warranty period set forth below is for 24-hour, 7 days a week, multi shift use (includes parts and labor to repair). Should any failure to conform with this limited warranty appear to a Product listed below during the applicable warranty period from the date of shipment, Seller shall, upon prompt written notice, repair or replace, at its option and costs, the affected part or parts. Union labor provided for warranty repairs where required.

Product and Period of Warranty

Lifetime

Antenna Workspaces, AutoStrada, Calibre, Crinion Open Table, Currents, Dividends Horizon, Equity, Morrison, Reiff Profiles laminate, Series 2 Storage, Template and other non-wood components (except cascade edge worksurfaces, operational parts, controls, electrical, Lighting, Series 2 Veneer Front Storage, special or custom products, see below).

12 Years

Chadwick, Essentials Work Chairs, Generation by Knoll, Life, Moment, MultiGeneration by Knoll, ReGeneration by Knoll, Remix, RPM, Sapper and Toboggan seating (except seating upholstery, textiles, leathers and finishes, see below).

10 Years

Anchor Storage (except digital keypad lock), Antenna Workspaces, AutoStrada, Crinion Open Table, Dividends Horizon, Reiff Profiles, Template wood components, Series 2 Veneer Front Storage, cascade edge worksurfaces, Wood Casegoods (The Graham Collection) (except wood casegoods upholstered surfaces, see below), interaction tables (except height adjustment mechanisms for Counterforce, crank-adjustable, and split-top tables and worksurfaces, see below), Reuter overheads, Reuter vertical storage, KnollExtra Sapper Monitor Arm Collection, Adjustable keyboard mechanisms and platforms, Communication Boards (except fabric board textiles, see below), Smokador collection (except leathers, see below), and Orchestra Universal Systems Accessories, k, lounge structural components.

5 Years

Operational parts, controls, electrical, Lighting (except light ballasts, bulbs and power supply, see below), special or custom product, wood veneer products, Currents handcrank, Interaction Counterforce, Interaction crank-adjustable, and split-top mechanisms, KnollStudio, Spark Series seating structural elements, structural elements of all KnollStudio outdoor products including all Richard Schultz designed products, CPU storage and all universal storage drawers and Power Collection, Tone Tables.

3 Years

Seating upholstery, textiles, leathers and finishes. Fabric boards textiles and Smokador Collection leathers.

2 Years

Anchor Storage digital keypad, all other KnollExtra product.

Section 6 | Knoll Warranty



Limited Lifetime Warranty for HAT Rack Products

HAT Contract warrants that all products will be free from defects in its material and workmanship, as described below, for as long as the original purchaser owns the product. The company will repair or replace, at its option, without charge to the original purchaser only, defective products or parts from normal use. Labor and service are not covered under this warranty.

This warranty shall be effective for the applicable time period starting from date of purchase as shown on your original receipt or other proof of purchase. This warranty is your sole remedy for product defects and excludes defects due to or arising in connection with product abuse or misuse, user modification of, or attachments to the product, including application of your own materials and products or parts not used, maintained or installed in accordance with the company's installation, maintenance and/or applicable guidelines.

Normal use consists of a standard 8 hour shift in a 5 day work week.

There are no other warranties, expressed or implied, other than those specifically described, including without limitation any implied warranty or merchantability or of fitness for a particular purpose. We will not be responsible for incidental or consequential damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

If your product fails during normal use within the applicable warranty period, please contact Customer Service, with a description of the relevant part, together with proof of purchase of the product.



Lifetime Warranty

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. For detailed conditions, refer to the current Global Price List.

This warranty covers the following product categories.

1. General Seating
2. Filing
3. Panels
4. Desks, Modular Furniture and Tables

LIFETIME WARRANTY

Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

Foam, textiles (as sampled on Global branded and textile program cards), mesh material and electrical devices, are warranted for five (5) Years

Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

Heavy Duty Seating

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Granada Deluxe TS, Malaga TS, Mallorca TS, Maxima II, ObusForme Comfort TS, Robust, Saxon, Siamina+, Truform TS, Vion TS and Yorkdale TS.

Light Use Seating

Global offers light use seating that is warranted for ten (10) years for the original purchaser. The warranty covers all components (frames, glides, and arms). The foam/textiles are warranted for five (5) years. The warranty on these light use series is for an eight (8) hour day, forty (40) hour week for users up to 200 pounds. Light use product series that apply under this warranty currently consists of Galaxy and Key series.

Textiles

Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global carded textile programs are currently with Arc-Com, Momentum, Maharam, KnollTextiles, DesignTex, Ultrafabrics, Dani and Spinnweybeck. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

Seating Warranty Summary

Seating Type	Components Warranty For Original Purchaser	Use Time For Warranty Coverage	Exceptions
General Commercial Seating	Lifetime	8 Hours/5 Days Per Week	Foam/Textiles/Mesh/Electrical Devices - 5 Years Control Mechanisms - 12 Years
Heavy Duty Seating	12 Years	24 Hours/7 Days Per Week	Foam/Textiles - 5 Years
Light Use Seating	10 Years	8 Hours/5 Days Per Week	Foam/Textiles - 5 Years

Files, Desks, Modular Furniture, Tables, Panels & Accessories

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/cont trees and task lights – five (5) Years
- Folding tables (laminate and Lite Lift II models) – one (1) Year

Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Product Type	Components Warranty For Original Purchaser	Exceptions
Metal Storage and Filing	Lifetime	None
Laminate/Wood Veneer Desks and Modular Furniture	Lifetime	Tackboard Textiles, Electrical Devices, Task Lights - 5 Years



incidental, consequential, or exemplary damages.
 Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.

Product Type	Components Warranty For Original Purchaser	Exceptions
Boardroom, Conference and Training Tables	Lifetime	Electrical Devices - 5 Years
Panels	Lifetime	Panel Textiles, Electrical Devices, Task Lights - 5 Years
Coat Racks and Lecterns	5 Years	None
Folding Tables (Laminated & Molded)	1 Year	None

Global's Warranty does not apply (for any product category) to the following:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global's written instructions and warnings
- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)
- Products used for rental purposes

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special,



National Office Furniture - Warranty

National warrants that each piece of furniture will be free from defects in workmanship given normal use and care for as long as you, the original customer, owns and uses the product.

Normal use is defined as the equivalent of a single shift, 40 hour work week. In the event that a product is used more than normal use, the applicable warranty period will be reduced to 12 years and items that fall under different warranty limitations, as listed below, will be reduced to one-third (ex: Wood chair frames will be 4 years instead of 12 years). National, at its option, will repair or replace with comparable product any product, part or component shipped after September 1, 2000, if the claim is eligible under the conditions of this warranty. This warranty is valid only if the product is given proper care and maintenance.

Limitations

- Twelve Years : Wood Chair Frames
- Ten Years: Seating Controls, Wood Veneers and Laminates
- Five Years: Mechanical and High Wear Parts Such As; Electrical Components, Pneumatic Cylinders, Swivel Arm Pads, Casters, Chair Glides, Textiles, Foam, Covering Materials and Decorative Trim

Exclusions

This warranty does not apply to:

- Damage caused by carrier
- Normal wear and tear which is to be expected during the period of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of COM (Customer's Own Materials) or any other non-standard National material (including ARC-Corn, CF Stinson, Maharaj, Momentum, and Ultrafabrics) specified by the customer after application to a National product.
- Color, grain or texture of wood, laminate and other covering materials
- Non-compliance with installation and maintenance instructions
- Electrical components where the box has been opened
- Damages or failures resulting from modifications, alterations, misuse, abuse or negligence or improper care and maintenance of our products NOTE: If using a protective glass top, always place felt spacer pads

NOTE: If using a protective glass top, always place felt spacer pads under the glass to allow the wood to breathe. A glass addition has the potential to accentuate deflection.

Gotcha™ 24 Hour Use Seating

Warranty on Gotcha 24 Hour Use models is 5 years from date of purchase for seating controls and pneumatic cylinders and 2 years from date of purchase for casters, textiles and foam.

Finish Warranty

Minor variations in finish color may occur due to the unique texture and grain of wood.

Follow these procedures to process warranty issues:

1. Contact National Customer Service (800.482.1717) and provide them with the serial number from the product in question and the purchase order number or acknowledgment number and a detailed description of the warranty issue. Serial numbers are mandatory before the claim can be processed.

2. Customer Service will determine and pre-approve all resolutions to the claim such as replacement units, service parts, labor and repair charges. Upon approval, resolutions will be assigned an authorization number.

3. The authorization number must be included on all invoices for reimbursement. Any unauthorized charges will not be the responsibility of National.

As the manufacturer of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problems you may have within the terms of this warranty as quickly as possible.

There are no other warranties except as expressly set forth here, either expressed or implied including any warranty of merchantability or fitness for any particular purpose. We exclude and will not pay consequential or incidental damages under this warranty.

National Office Furniture
 1610 Royal Street
 Jasper, Indiana 47549
 800.482.1717
 Fax 812.482.8800
 www.NationalOfficeFurniture.com



Limited Warranty

The manufacture of Office Master office furniture is conducted under the highest industry standards with careful attention to detail and individual inspection of each and every unit. All chair frames, including metal, gas cylinders, wood and plastic parts, and control handles are guaranteed against structural failure for 7-year or 12-year warranties under normal commercial use and to the first purchaser. Casters and Office Master in-stock upholstery items have a 2-year commercial use warranty. COM/COL and graded-in fabrics are not covered under Office Master warranties. Standard commercial use is defined as the proper usage for one single shift, a total of 40 hours or less per week and by persons weighing 250 lbs. or less, unless otherwise specified by Office Master. Should any item fail, please return product to the Dealer from whom it was purchased. The Dealer will send the defective part to the Manufacturer, freight prepaid. The Manufacturer will repair or replace the defective part and return it to the Dealer, freight prepaid. Please request written authorization for returning defective parts to Manufacturer. Returned defective parts will NOT be accepted without prior written authorization. This warranty does not apply to items subjected to abuse, misuse, neglect, alteration, or damage caused by shipment, storage, accident, fire, flood, or act of God.



Exhibit D

Knoll U.S. Communities Tiered Pricing

Product	Price
Systems	\$ 0 - \$ 299,999 = 68.5% Discount off list
	\$ 300K+ = 71.5% Discount off list
Tone or k. Stand	\$ 0 - \$ 124,999 = 68.5% Discount off list
	\$ 125K+ = 71.5% Discount off list
Task Seating (Generation, ReGeneration, k. Task)	\$ 0 - \$ 49,999 = 59.5% Discount off list
	\$50K+ = 58.8% Discount off list



CERTIFICATION REGARDING LOBBYING

KBM-Hogue

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

CEO

Title

KBM-Hogue

Agency/Organization

11/16/17

Date