

ORIGINAL

**AGREEMENT BETWEEN COUNTY OF MONTEREY AND
CONTRACTOR**

This AGREEMENT is made and entered into by and between, the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and KBM Workspace, 160 West Santa Clara Street, Suite 102, San Jose, California 95113, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP # 10409) for Office Furniture for the Department of Social Services Contact Center, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10409 and in this AGREEMENT on the terms and conditions contained herein and in RFP #10409. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

RFP #10409 dated Thursday, February 7, 2013, including all attachments and exhibits
Addendums #1 and #2
CONTRACTOR'S Proposal dated Friday, March 1, 2013,
AGREEMENT,
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, CONTRACTOR'S Proposal, RFP #10409 including all Attachments and Exhibits, Addendums, Certificate of Insurance, and Additional Insured Endorsements.

- 1.3 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.
- 1.4 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.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 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.

2.0 SCOPE OF SERVICE

CONTRACTOR hereby agrees to provide the COUNTY with the following Knoll and Conset products both identified within this AGREEMENT and CONTRACTORS written proposal dated March 8, 2013, and in accordance to Exhibit-A Proposals 14449 & 14451. The proposed layout of the proposed products is identified within Exhibit-A, attached hereto, which will require a final approval by the COUNTY prior to ordering.

Knoll 4X6 Select Station Product:

CONTRACTOR shall provide the COUNTY with ninety (90) of the proposed Knoll 4X6 Select Work Stations (hereinafter referred to as "STATIONS"). CONTRACTOR agrees to work with the COUNTY at the point of ordering, where the COUNTY shall have the ability to select final colors and fabric.

Each STATION shall consist of at a minimum the following:

- One (1) 50 X 48 monolithic panel; and
- Two (2) 50 X 36 monolithic exterior panels, with segmented interior tiles with marker-board, slat-wall and belt power with flat metal trim; and
- One (1) 72 X 24 work surface with Conset electric height adjustable base unit; and
- Architectural frameless glass, desktop power monument and mobile pedestal with cushion.

Knoll Double Sapper Monitor Arm:

CONTRACTOR shall provide the COUNTY with ninety (90) of the Knoll Double Snapper Monitor Arms (hereinafter referred to as "ARM") in each 4X6 Select Work Station. CONTRACTOR agrees to work with the COUNTY at the point of ordering, and where the COUNTY shall have the ability to select from a minimum of four (4) finishes for the ARM. Each ARM provided shall have the ability of providing the user with thirteen (13) mounting options, five (5) mast heights and the ability to mount single, double and triple monitors on one mast, and up to eight (8) monitors on multiple monitor beams.

CONTRACTOR guarantees that each ARM is constructed from 95% recyclable material, and that the ARM is GREENGUARD® Indoor Air Quality certified and can contribute to achieving LEED® points.

Each ARM shall meet at a minimum the following requirements as outlined below:

- A range of interchangeable mast heights must offer maximum planning flexibility; and
- Unit must be engineered to fold into itself, to maximize desk space; and
- Unit must offer approximately 17" of depth adjustment, depending on mounting option and screen thickness; and
- Unit must provide for a 360 degree of rotation from portrait to landscape.
- Unit must be capable of swiveling 180 degrees back and forth to easily share information on the screen; and
- Unit must be capable of Tilting up and down 165 degrees to reduce glare and provide continual support when an individual moves from sitting to standing.

Conset Electrical Sit/Stand Base:

CONTRACTOR shall provide the COUNTY with ninety (90) of the Conset Electrical Sit/Stand Base Units (hereinafter referred to as "Units") in each 4X6 Select Work Station. CONTRACTOR agrees to work with the COUNTY at the point of ordering to ensure that the COUNTY orders the appropriate number of UNITS for the agreed upon floor plan and design.

CONTRACTOR guarantees that each UNIT shall meet, but not limited to the following requirements:

- Each UNIT shall have a designed max load of 176 pounds; and
- Each UNIT must contain glide frame legs for easy moving; and
- Each UNIT must have the capability to be adjusted easily by the user to a minimum height of 28.76 inches to a maximum height of 48".

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2013, with the option to extend the AGREEMENT for three (3) additional months. County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.
- 3.3 County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto.
- 4.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.6 Tax:
 - 4.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
 - 4.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Department of Social Services at the following address:

Monterey County Department of Social Services
Accounts Payable Division
1000 South Main Street Suite 306
Salinas, CA 93901

- 5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 STANDARD INDEMNIFICATION

- 6.1 CONTRACTOR shall indemnify, defend, and hold harmless 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 CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, 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 CONTRACTOR upon request shall provide a certified copy of the policy or policies.

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

7.2 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 County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 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:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.

7.3.2 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.

7.3.3 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.

7.3.4 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, 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.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to 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.

7.4.2 Each liability policy shall provide that 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.

7.4.3 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.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. 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.
- 7.4.5 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.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this

AGREEMENT may be subject, at the request of County or as part of any audit of 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.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. CONTRACTOR shall not be entitled to any employee benefits. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.
- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of County.

- 10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 FORCE MAJEURE

- 13.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 13.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

- 13.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

15.0 PUBLIC WORKS OF IMPROVEMENT REQUIREMENTS

- 15.1 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>.
- 15.2 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:
- 15.2.1 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.
- 15.2.2 For the purpose of this Section, the following terms have the meanings indicated:
- "Board" shall mean the Monterey County Board of Supervisors.
 - "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 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.

16.0 NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained in this AGREEMENT to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this AGREEMENT, County will immediately notify CONTRACTOR of such occurrence, and this AGREEMENT shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments. To the extent permitted by law, this provision will not be construed so as to permit County to terminate this AGREEMENT in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform the same application and in the same manner for which the equipment is intended.

17.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all service 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.

CONTRACTOR warrants to the COUNTY (original Purchaser) that the Products CONTRACTOR manufactures and/or sells to COUNTY are free of defects in workmanship and materials, during the applicable warranty period set forth below.

Warranty period set forth below for is for 24-hour, 7 days a week, multi shift use (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.

Knoll Product and Period of Warranty:

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

10 Years: Antenna Workspaces, AutoStrada, Crinion Open Table, Reff Profiles wood components, Series 2 Veneer Front Storage, cascade edge work-surfaces, Wood Case-goods (Magnusson, The Graham Collection - except wood case-goods upholstered surfaces, see below), Interaction tables (except height adjustment mechanisms for Counterforce, crank-adjustable, and split-top tables and work-surfaces, 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.

5 Years: Operational parts, controls, electrical, Lighting (except light ballasts and bulbs, see below), special or custom product, wood veneer products, Currents handcrank, Interaction Counterforce, Interaction crank-adjustable, and split-top mechanisms, KnollStudio, CPU storage and all universal storage drawers.

2 Years: All other KnollExtra product

1 Year: Light ballasts and bulbs, seating upholstered arm-pads and soft arm-pads, wood case-goods upholstered surfaces.

This warranty does not apply to:

- Damage caused by a carrier other than the CONTRACTOR; and
- Normal wear and tear or acts or omissions of parties other than CONTRACTOR (including user modification); and
- COM or other third party materials applied to Products; and
- Products not installed by or under the auspices of a certified dealer of CONTRACTOR; and
- Dramatic temperature variations or exposure to unusual conditions; and
- Changes in surface finishes, including colorfastness due to aging or exposure to light; and
- 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 CONTRACTOR does not guarantee the colorfastness or matching of the colors, grains or textures, or surface hardness of such materials. The CONTRACTOR also does not guarantee the colorfastness of fiberglass panel surfaces.

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 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 of 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 Product or cancel any purchase order.

Compliance with Law: COUNTY IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, RULES AND STANDARDS RELATING TO THE INSTALLATION, MAINTENANCE, USE AND OPERATION OF THE PRODUCTS.

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.

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

Limitations of Liability: CONTRACTOR, ITS CONTRACTORS, AUTHORIZED DEALERS AND SUBCONTRACTORS OR SUPPLIERS OF ANY TIER SHALL NOT BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR ~~CONSEQUENTIAL~~ DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT. *4/17/13*

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.

Conset America Product and Period of Warranty:

All parts are guaranteed for two years; however, CONTRACTOR makes no warranties, either, written, oral, express, implied, or statutory relating to the limitation of goods purchased from or through CONTRACTOR. Reseller hereby excludes any warranty of buyer's.

Remedies Merchant Ability or Fitness for a Particular Purpose: COUNTY waives all claims against CONTRACTOR relating to goods purchased from or through CONTRACTOR, and agrees to assert all claims for breach of warranty, contract, or tort against the manufacturer of the goods. The parties agree that COUNTY'S sole and exclusive remedy shall be for the repair or replacement of defective goods by the manufacturer in accordance with the manufacturer's customary warranty. All specifications and engineering information have been obtained from the product manufacturers for COUNTY'S convenience only. CONTRACTOR does not assume responsibility for accuracy of the information provided by the manufacturer.

- Motor: Two (2) years
- Metal Parts: Five (5) years

18.0 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 the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

19.0 CLEANUP

During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by the COUNTY.

20.0 DAMAGE

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

immediately report to the COUNTY any damages to the premises resulting from services performed under this AGREEMENT.

21.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

22.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
168 W. Alisal Street, 3rd Floor.
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derrm@co.monterey.ca.us

TO CONTRACTOR:

Name *Anne Johnson, KBM Workspace*
Address *160 W Santa Clara St.*
Suite 102
San Jose CA 95113
Tel. No. *408-351-7110*
FAX No. *408-938-0699*
Email *annej@kbmworkspace.com*

23.0 LEGAL DISPUTES

CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

--END OF AGREEMENT SECTION--

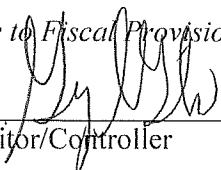
IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated: 4-12-13

Approved as to Fiscal Provisions:



Deputy Auditor/Controller

Dated: 4-18-13

Approved as to Liability Provisions:

Risk Management


Dated: _____

Approved as to Form:


Deputy County Counsel

Dated: 4-17-13

CONTRACTOR

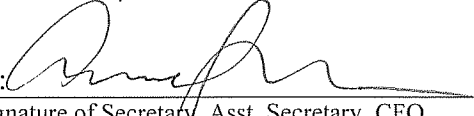
By: 

Signature of Chair, President, or Vice-President

Stan Vuckovich

Printed Name and Title

Dated: 4/10/13

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Anne Johnson, CFO

Printed Name and Title

Dated: 4/10/2013

County Board of Supervisors' Agreement Number: _____.

*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.

EXHIBIT-A RFP# 10409



A Division of KBM V

Proposal

Axiom
 160 West Santa Clara St, Suite 102
 San Jose, CA 95113
 Phone: 408-351-7100
 Fax: 408-938-0699
 Email: op@kbmworkspace.com
 Web: www.kbmworkspace.com

Order Number	14449
Date	04/02/2013
Customer PO No	
Customer Name	County of Monterey
Salesperson	Sergio Prieto
Project Number	2558
Term	50% DEPOSIT NET 30
Page	1 of 5

Monterey County Department of Social & Employment
 Attn: Accounts Payable Division
 1000 South Main Street Suite 306
 Salinas, CA 93901-2439

 ATTN: Accounts Payable

Monterey County Department of Social & Employment
 Contact Center
 713 La Guardia
 Salinas, CA 93906

 ATTN: Michael Derr
 Phone: (831) 755-4992
 Fax: (831) 755-4969
 Email: derrm@co.monterey.ca.us

Prepared for : Michael Derr

Line	Quantity	Description	Unit Price	Extended Amount
1	50.00 Each	DP7CMMRF5036-3-NAK-(CORE)-613-... Preconfigured Panel, Topway, Monolithic, Monolithic, Fabric to Raceway Side 1 & 2, 50Hx36W OPTION: 3:TOPCAP: None OPTION: NANO finish required OPTION: KRACE with Knockouts OPTION: (CORE):Core Paints OPTION: 613:RACE: Silver OPTION: ...:Skipped Option Mark Line For: Tag 1: 50/36	141.44	7,072.00
2	50.00 Each	DP7CBBRF5036-3-NAK-(CORE)-613-... Preconfigured Panel, Topway, Beltway/Beltway, Fabric to Raceway Side 1 & 2, 50Hx36W OPTION: 3:TOPCAP: None OPTION: NANO finish required OPTION: KRACE with Knockouts OPTION: (CORE):Core Paints OPTION: 613:RACE: Silver OPTION: ...:Skipped Option OPTION: ...:Skipped Option Mark Line For: Tag 1: 50/36-BWP	216.32	10,816.00
3	70.00 Each	DP7CXRR5048-3-NAK-(CORE)-613-28-NONE-OPEN14-28-NONE-OPEN14-(GRID)-2-NA SDS482-... Open Position Panel, Topway, Fabric to Raceway Side 1 & 2, 50Hx48W OPTION: 3:TOPCAP: None OPTION: NANO finish required OPTION: KRACE with Knockouts OPTION: (CORE):Core Paints OPTION: 613:RACE: Silver OPTION: 28:S1-P1: Fabric Tile 28"H OPTION: NONE:S1-P2: Filled with Previous OPTION: OPEN14:S1-P3: Open 14"H OPTION: 28:S2-P1: Fabric Tile 28"H OPTION: NONE:S2-P2: Filled with Previous OPTION: OPEN14:S2-P3: Open 14"H	163.02	11,411.40



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 San Jose, CA 95113
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 Email: op@kbnworkspace.com
 Web: www.kbnworkspace.com

Order Number	14449
Date	04/02/2013
Customer PO No	
Customer Name	County of Monterey
Salesperson	Sergio Prieto
Project Number	8558
Term	50% DEPOSIT NET 30
Page	2 of 5

		OPTION: (GR10):GRADE: 10 OPTION: 2:D2: Recessed Reveal OPTION: NA:PAINT: Black OPTION: S0\$4822 D2 Tile Supports OPTION: ...:Skipped Option Mark Line For: Tag 1: 50/48-MBS		
4	2.00 Each	DP7CXXRF5024-3-NAK-(CORE)-613-28-NONE-OPEN14-28-NONE- OPEN14-(GR10)-2-NA-S0\$242-... Open Position Panel, Topway, Fabrico Raceway Side 1 & 2, 50Hx24W OPTION: 3:T OPCAP: None OPTION: NANO finish required OPTION: K:RACE with Knockouts OPTION: (CORE):Core Paints OPTION: 613:RACE: Silver OPTION: 28:S1-P1: Fabric Tile 28"H OPTION: NONE:S1-P2: Filled with Previous OPTION: OPEN14:S1-P3: Open 14"H OPTION: 28:S2-P1: Fabric Tile 28"H OPTION: NONE:S2-P2: Filled with Previous OPTION: OPEN14:S2-P3: Open 14"H OPTION: (GR10):GRADE: 10 OPTION: 2:D2: Recessed Reveal OPTION: NA:PAINT: Black OPTION: S0\$422 D2 Tile Supports OPTION: ...:Skipped Option Mark Line For: Tag 1: 50/24MBS	127.40	254.80
5	18.00 Each	DP7CXXRF5048-3-NAK-(CORE)-613-28-NONE-OPEN14-50-NONE-NONE- (GR10)-2-NA-S0\$481-... Open Position Panel, Topway, Fabrico Raceway Side 1 & 2, 50Hx48W OPTION: 3:T OPCAP: None OPTION: NANO finish required OPTION: K:RACE with Knockouts OPTION: (CORE):Core Paints OPTION: 613:RACE: Silver OPTION: 28:S1-P1: Fabric Tile 28"H OPTION: NONE:S1-P2: Filled with Previous OPTION: OPEN14:S1-P3: Open 14"H OPTION: 50:S2-P1: Fabric Mono Tile 50"H OPTION: NONE:S2-P2: Filled with Previous OPTION: NONE:S2-P3: Filled with Previous OPTION: (GR10):GRADE: 10 OPTION: 2:D2: Recessed Reveal OPTION: NA:PAINT: Black OPTION: S0\$481:1 D2 Tile Supports OPTION: ...:Skipped Option Mark Line For: Tag 1: 50/48-MB	171.34	3,084.12
6	18.00 Each	DP7CXXRF5048-3-NAK-(CORE)-613-28-NONE-OPEN14-50-NONE-NONE- (GR10)-2-NA-S0\$481-... Open Position Panel, Topway, Fabrico Raceway Side 1 & 2, 50Hx48W OPTION: 3:T OPCAP: None OPTION: NANO finish required	171.34	3,084.12



A Division of KBM V

Proposal

Axiom
 160 West Santa Clara St, Suite 102
 San Jose, CA 95113
 Phone: 408-351-7100
 Fax: 408-938-0699
 Email: op@kbmworkspace.com
 Web: www.kbmworkspace.com

Order Number	14449
Date	04/02/2013
Customer PO No	
Customer Name	County of Monterey
Salesperson	Sergio Prieto
Project Number	8558
Term	50% DEPOSIT NET 30
Page	3 of 5

OPTION: K:RACE with Knockouts
 OPTION: (CORE):Core Paints
 OPTION: 613:RACE: Silver
 OPTION: 28:S1-P1: Fabric Tile 28"H
 OPTION: NONE:S1-P2: Filled with Previous
 OPTION: OPEN14:S1-P3: Open 14"H
 OPTION: 50:S2-P1: Fabric Mono Tile 50"H
 OPTION: NONE:S2-P2: Filled with Previous
 OPTION: NONE:S2-P3: Filled with Previous
 OPTION: (GRID):GRADE: 10
 OPTION: 2:D2: Recessed Reveal
 OPTION: NA:PAINT: Black
 OPTION: S09481:1 D2 Tile Supports
 OPTION: ...:Skipped Option
 Mark Line For: Tag 1: 50/48-S

7	2.00 Each	DP3MB11424 Markerboard Tile, 24Wx14H, (1 tile) Mark Line For: Tag 1: 14/24	28.86	57.72
8	88.00 Each	DP3MB11448 Markerboard Tile, 48Wx14H, (1 tile) Mark Line For: Tag 1: 14/48	35.36	3,111.88
9	2.00 Each	DP1SW1424T--(CORE)-613T Slatwall Tile, Top Position, 24Wx14H, for Topway Panel OPTION: (CORE):Core Paints OPTION: 613T:PAINT: Silver (Textured) Mark Line For: Tag 1: 14/24	89.18	178.36
10	88.00 Each	DP1SW1448T--(CORE)-613T Slatwall Tile, Top Position, 48Wx14H, for Topway Panel OPTION: (CORE):Core Paints OPTION: 613T:PAINT: Silver (Textured) Mark Line For: Tag 1: 14/48	142.22	12,515.36
11	2.00 Each	DP1AU1424CG--613-... Frameless Add Up, Glass, 14Hx24W, Topway OPTION: 613:FRAME: Silver OPTION: ...:Skipped Option Mark Line For: Tag 1: 14/24	89.44	178.88
12	108.00 Each	DP1AU1448CG--613-... Frameless Add Up, Glass, 14Hx48W, Topway OPTION: 613:FRAME: Silver OPTION: ...:Skipped Option Mark Line For: Tag 1: 14/48	144.04	15,268.24
13	50.00 Each	DP1AU1472CG--613-... Frameless Add Up, Glass, 14Hx72W, Topway OPTION: 613:FRAME: Silver OPTION: ...:Skipped Option Mark Line For: Tag 1: 14/72	200.20	10,010.00
14	22.00 Each	DP1AUECTP--613 End Cap for Frameless Add Up (package of 10) OPTION: 613:PAINT: Silver	9.62	211.64



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 Web: www.kbnworkspace.com

Order Number	14449
Date	04/02/2013
Customer PO No	
Customer Name	County of Monterey
Salesperson	Sergio Prieto
Project Number	8558
Term	50% DEPOSIT NET 30
Page	4 of 5

Item #	Quantity	Description	Unit Price	Total Price
		Mark Line For: Tag 1: DP1AUECTP		
15	108.00	DP5PE50--... Each Panel End Assembly, 50H, metal flat OPTION: ...:Skipped Option Mark Line For: Tag 1: 50	17.16	1,853.28
16	4.00	DP7PA6025--... Each Two Way Post Assembly "L", 50H, Horizon, metal flat OPTION: ...:Skipped Option Mark Line For: Tag 1: 50	42.12	168.48
17	24.00	DP7PA6035--... Each Three Way Post Assembly "T", 50H, Horizon, metal flat OPTION: ...:Skipped Option Mark Line For: Tag 1: 50	43.16	1,035.84
18	32.00	DP7PA6045--... Each Four Way Post Assembly "X", 50H, Horizon, metal flat OPTION: ...:Skipped Option Mark Line For: Tag 1: 50	39.00	1,248.00
19	72.00	DE1DR1SP Each Duplex Circuit 1 - Single Pack Mark Line For: Tag 1: 1	9.88	711.36
20	72.00	DE1DR2SP Each Duplex Circuit 2 - Single Pack Mark Line For: Tag 1: 2	9.88	711.36
21	36.00	DE1DR3SP Each Duplex Circuit 3 - Single Pack Mark Line For: Tag 1: 3	9.88	355.68
22	50.00	DE1EBPM362 Each Beltway Power Module, 2 Side, 36W, 3+1 Mark Line For: Tag 1: EPM362	42.64	2,132.00
23	20.00	DE1EC1144 Each Raceway to Ceiling Infeed, 19-1/2', 3+1 Mark Line For: Tag 1: C1144	75.40	1,508.00
24	30.00	DE2EBPJ36WP Each Beltway Power Jumper, with post, 3+1, 36" Panel Mark Line For: Tag 1: EPJ36BW	28.86	865.80
25	20.00	DE2PP50T--... Each Power Pole, for 50H Post 12' Ceiling, smooth Textured OPTION: ...:Skipped Option Mark Line For: Tag 1: 50	92.56	1,851.20
26	90.00	D1R7224N--... Each Worksurface, Rectangular, 72Wx24D, no grommet OPTION: ...:Skipped Option Mark Line For: Tag 1: 7224	96.20	8,658.00
27	90.00	DS2POLP24F--(CORE S)-613-... Each Mobile Pedestal without top, Series 2 steel front, Box/File, 22-3/4D, with lock, with handle, Series 2 pull OPTION: (CORE S):Smooth Core Paints	200.72	18,064.80



A Division of KBM V

Proposal

Axiom
 160 West Santa Clara St, Suite 102
 San Jose, CA 95113
 Phone: 408-351-7100
 Fax: 408-938-0699
 Email: op@kbmworkspace.com
 Web: www.kbmworkspace.com

Order Number	14449
Date	04/02/2013
Customer PO No	
Customer Name	County of Monterey
Salesperson	Sergio Prieto
Project Number	8558
Term	50% DEPOSIT NET 30
Page	5 of 5

		OPTION: 613:PAINT: Silver		
		OPTION: ...:Skipped Option		
		Mark Line For: Tag 1: BF		
28	90.00	AS1DPAD-...	58.76	5,288.40
	Each	Cushion, 24D		
		OPTION: ...:Skipped Option		
		Mark Line For: Tag 1: -AS1DPAD		
29	90.00	KSPEC1	0.00	0.00
	Each	Set of 1 cores/keys (black)		
30	1.00	KCHANGE	5.23	5.23
	Each	Change Key		
31	90.00	SAPMADCLMPK-115-R	197.11	17,739.90
	Each	Sapper Double Arm Kit, table clamp mount, 18" mast, movement joints, adjustment knob, cable management clips		
		OPTION: 115:PAINT: Medium Grey		
		OPTION: R:KNOB: Red		
		Mark Line For: Tag 1: SAPMADCLMPK		
32	0.00	KNOLLUSC	0.00	0.00
	Each	PLEASE NOTE: Pricing is provided under terms of the US Communities purchasing agreement, a pre-bid, pre-negotiated contract. Please issue purchase order to:		
		Knoll, Inc.		
		c/o KBM Workspace, A Knoll Dealer,		
		1235 Water Street,		
		East Greenville, PA 18041.		
		Reference US Communities contract #4400003404.		
		Thank you for the opportunity to do business with you!		
33	0.00	T&C	0.00	0.00
	Each	CANCELLATION AND CHANGES. In the event that the proposal is approved and submitted by the Buyer to the Seller and becomes an order, it is understood and agreed that it cannot be canceled except by mutual written consent. KBM Workspace order confirmation is final and binding and any subsequent changes are subject to KBM's ability to conform and are dependent upon factory approval. Changes in specifications are subject to approval by KBM and manufacturer and additional charges from manufacturer shall be paid by the Buyer.		

Order Sub-Total : \$139,461.65
 SALINAS-CALIFORNIA 93908-0.080000% : \$11,158.12
 TOTAL ORDER : \$150,619.77

This quote is valid for 30 days. Please sign and date below or provide a signed purchase order to indicate acceptance and we will process your order.

Signature _____ Date _____



A Division of KBM V

Proposal

Axiom
 160 West Santa Clara St, Suite 102
 San Jose, CA 95113
 Phone: 408-351-7100
 Fax: 408-338-0699
 Email: cp@kbmworkspace.com
 Web: www.kbmworkspace.com

Order Number	14451
Code	04/05/2013
Customer PO No	
Customer Name	County of Monterey
Salesperson	Sergio Prieto
Project Number	8558
Terms	50% DEPOSIT NET 30
Page	1 of 1

Monterey County Department of Social Services
 Attn: Accounts Payable Division
 1000 South Main Street Suite 308
 Salinas, CA 93901-2439

 ATTN: Accounts Payable

Monterey County Department of Social Services
 Contact Center
 713 La Guardia
 Salinas, CA 93906

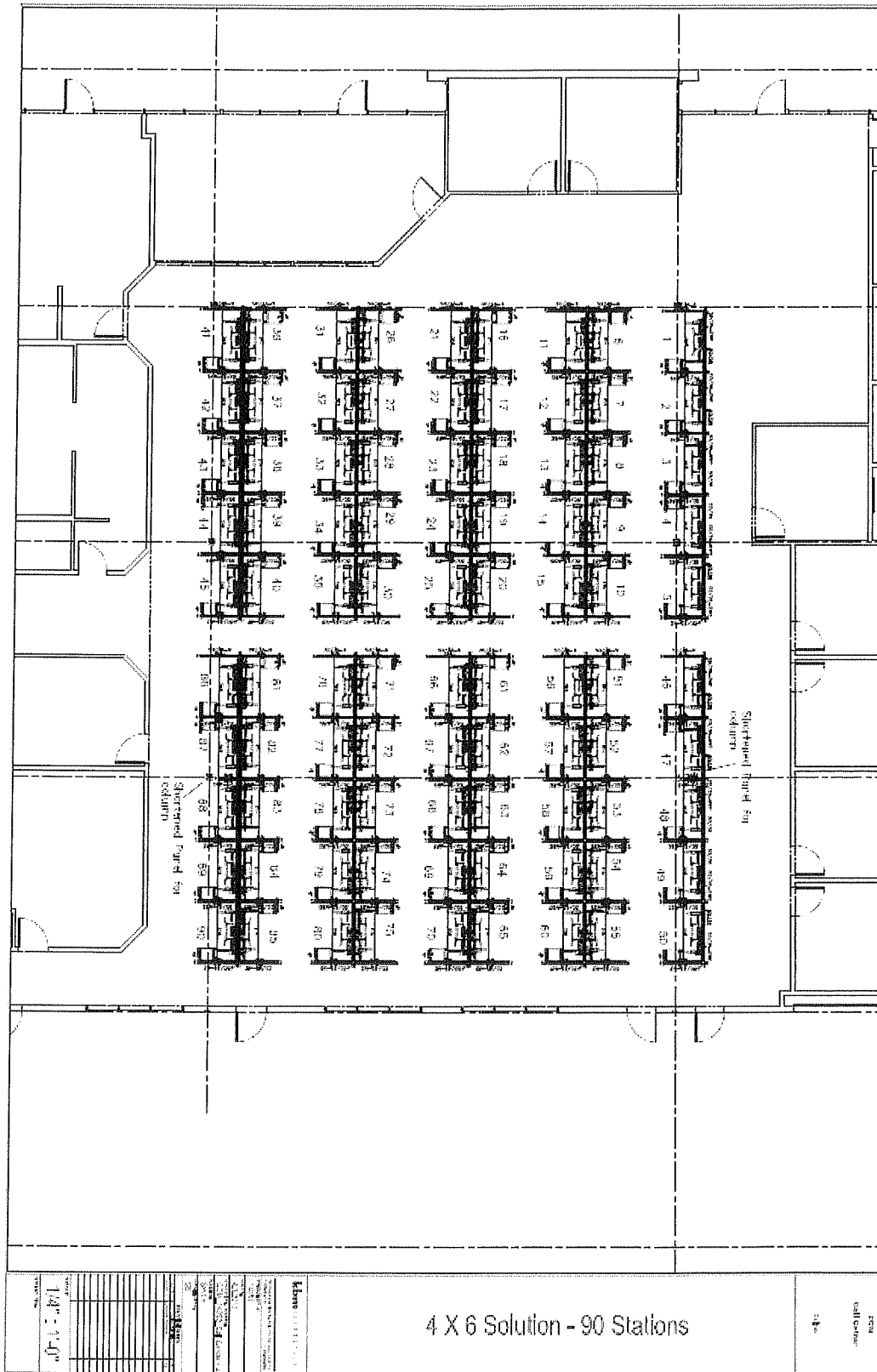
 ATTN: Michael Derr
 Phone: (831) 755-4092
 Fax: (831) 755-4060
 Email: dermm@co.monterey.ca.us

Prepared for: Michael Derr

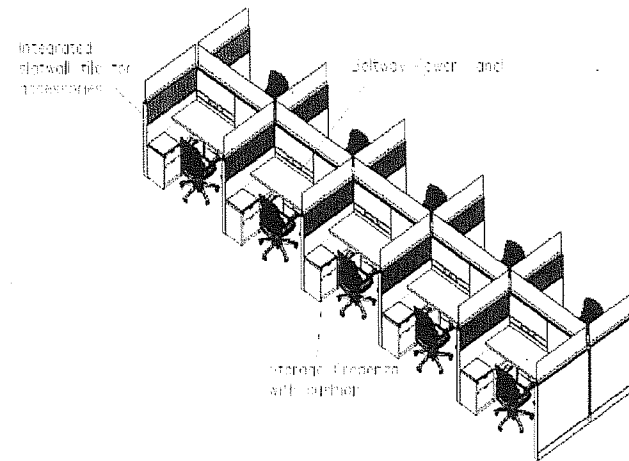
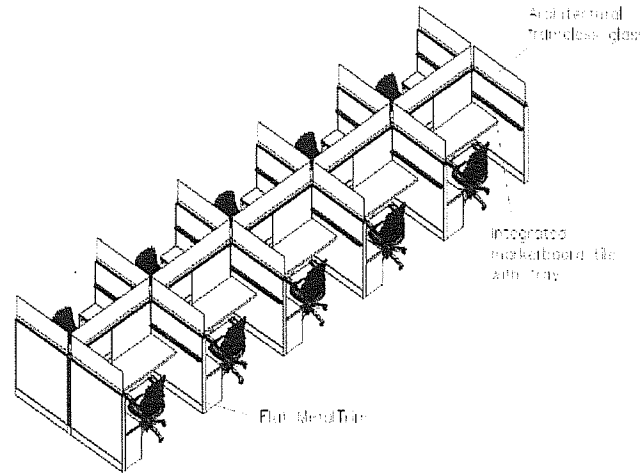
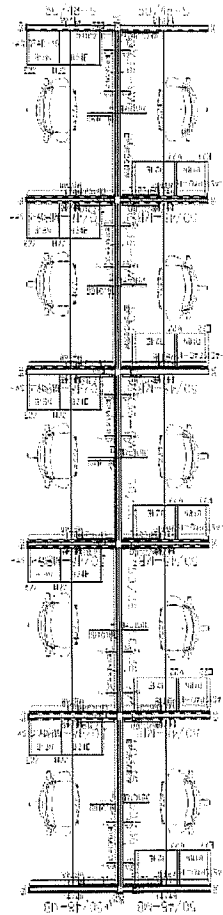
Line	Quantity	Description	Unit Price	Extended Amount
1	90.00 Each	501-17 8S156 Series 501-17, width 61 7/16 inches, 176 lbs, Silver Mark Line For: Tag 1:501-17 8S156	427.23	38,450.70
2	90.00 Each	5791 12" Magnetic Rail, Natural anodized aluminum with polished edges Mark Line For: Tag 1:5791	13.53	1,217.70
3	1.00 Each	SHIPPING SHIPPING AND HANDLING	121.76	121.76
4	1.00 Each	FABRICATION Labor to receive direct to site and install Knoll Dividers workstations and seating	28,318.07	28,318.07
5	1.00 Each	KBM DESIGN KBM design, specification and install drawings	2,250.00	2,250.00
6	1.00 Each	PROJECT MANAGEMENT KBM project management labor to coordinate and oversee project completion.	900.00	900.00
Order Sub-Total :				\$71,258.23
SALINAS-CALIFORNIA-93906-0.080000% :				\$6,700.67
TOTAL ORDER :				\$76,958.90

This quote is valid for 30 days. Please sign and date below or provide a signed purchase order to indicate acceptance and we will process your order.

Signature _____ Date _____

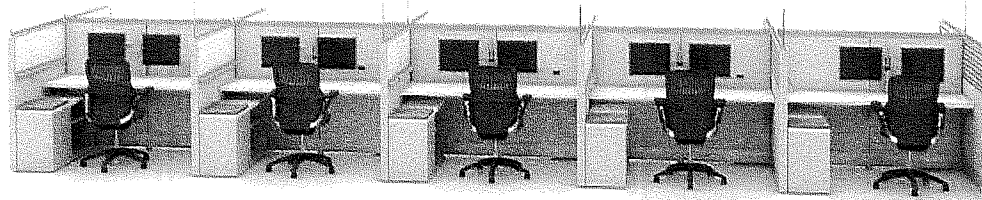


4x6 Select Station



Creative solutions for office environments

4x6 Select Station Rendering



Creative solutions for office environments

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