



November 23, 2016

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AWARD CONTRACTS FOR EAST COUNTY HALL OF JUSTICE –
ANCILLARY FURNITURE, 5149-5151 GLEASON DRIVE, DUBLIN,
CALIFORNIA; PROJECT NO. CPP99C5155000, REQUEST FOR QUOTATION
NO. 901474; AMOUNT: \$3,556,321

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute contracts for Master Contract No. 901474, to provide workstation, private office, and common areas ancillary furniture for the East County Hall of Justice project, for the approximate term of 12/07/16 – 12/06/19, in the pooled amount of \$3,556,321 with the following pool of vendors:

- A. Sam Clar Office Furniture Inc. (Principal: John Schwartz; Location: Livermore), Procurement Contract No. 14404, Amount: \$1,278,928;
- B. Unisource Solutions, Inc. (Principal: James Kastner; Location: Hayward), Procurement Contract No. 14405, Amount: \$370,073;
- C. One Workplace L. Ferrari, LLC (Principal: Lindsay Ferrari; Location: Oakland), Procurement Contract No. 14406, Amount: \$271,208;
- D. KBM Workspace (Principal: Stan Vuckovich; Location: Hayward), Procurement Contract No. 14407, Amount: \$1,594,834; and
- E. Metro Contract Group (Principal: Dwight Jackson; Location: Oakland), Procurement Contract No. 14408, Amount: \$41,278.

DISCUSSION/SUMMARY:

The East County Hall of Justice (ECHOJ) project is currently under construction and is 70% complete with an anticipated completion date of May 2017. The 196,000 square foot project will have a five-story courthouse with 13 courtrooms connected to a two-story Alameda County office building, and 865 parking spaces on 20 acres. The project costs are shared between the County of Alameda and the Superior Court of California, Alameda County based on terms set forth in the Project Development Agreement (PDA).

On June 3, 2014, your Board approved the PDA for the ECHOJ project that includes the purchase and installation of furniture, fixtures, and equipment (FFE) by the County for the State and County buildings. The procurement for the FFE will require multiple contract awards to qualified vendors. On September 27, 2016, your Board approved and authorized the Purchasing Agent to execute a contract for the purchase of workstation furniture. This current request is to award contracts for the ancillary furnishings (desks, tables, chairs, etc.) to multiple vendors.

SELECTION CRITERIA/PROCESS:

The General Services Agency (GSA)-Real Property Management (RPM) division has determined that the County does not currently have the resources to provide workstation, private office, and common areas ancillary furniture for the ECHOJ project.

GSA-RPM worked with GSA-Procurement to develop and issue a Request for Quotation (RFQ) that was issued on July 6, 2016; posted on the website for 55 days; and sent to 2,889 subscribers to the E-Gov Goods and Services-Current Contract Opportunities mailing service. Two networking/bidders conferences were held and were attended by eight vendors.

On August 29, 2016, five responses to the RFQ were received. The RFQ included nine potential awards identified in the RFQ Bid Form as Exhibits E1-E9. Metro Contract Group's bid proposal for Exhibit E-1 was disqualified for not meeting the substitution requirements. One Workplace L. Ferrari, LLC's bid response for Exhibits E-2 and E-6 were disqualified for not meeting the required design intent and function.

On November 18, 2016, Unisource Solutions, Inc. withdrew their bid for Exhibit E-7 as the quoted pricing was done incorrectly.

Sam Clar Office Furniture Inc. was the lowest-priced qualified bidder for Exhibit E-1, is a certified Small Local Emerging Business (SLEB), (Principal: John Schwartz; Location: Livermore; Certified Small: 13-00044, Expiration: February 28, 2017), and is being recommended for award.

Unisource Solutions, Inc. was the lowest-priced qualified bidder for Exhibits E-2 and E-4, is a certified SLEB (Principal: James Kastner; Location: Hayward; Certified Small: 04-90593, Expiration: May 31, 2018), and is being recommended for award.

One Workplace L. Ferrari, LLC. was the lowest-priced qualified bidder for Exhibit E-3, is a certified SLEB (Principal: Lindsay Ferrari; Location: Oakland; Certified Small: 11-00198, Expiration: November 30, 2017), and is being recommended for award.

KBM Workspace was the lowest-priced qualified bidder for Exhibits E-5, E-6, E-7, and E-8, is a certified SLEB, (Principal: Stan Vuckovich; Location: Hayward; Certified Small: 04-90453, Expiration: September 30, 2018), and is being recommended for award.

Metro Contract Group was the lowest-priced qualified bidder for Exhibit E-9, is a certified SLEB, (Principal: Dwight Jackson; Location: Pleasanton; Certified Emerging: 12-00070, Expiration: May 31, 2017), and is being recommended for award.

The following is the evaluation summary:

Exhibit E-1

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Cost</i>
<i>Sam Clar Office Furniture Inc.</i>	<i>Livermore</i>	<i>Y</i>	<i>Y</i>	<i>\$1,278,928</i>
<i>Unisource Solutions, Inc.</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$1,326,762</i>
<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$1,517,451</i>

Exhibit E-2

<i>Unisource Solutions, Inc.</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$218,027</i>
----------------------------------	----------------	----------	----------	------------------

Exhibit E-3

<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$271,208</i>
--------------------------------------	----------------	----------	----------	------------------

Exhibit E-4

<i>Unisource Solutions, Inc.</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$152,046</i>
<i>KBM Workspace</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$171,773</i>
<i>Metro Contract Group</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$179,516</i>
<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$189,456</i>
<i>Sam Clar Office Furniture Inc.</i>	<i>Livermore</i>	<i>Y</i>	<i>Y</i>	<i>\$197,919</i>

Exhibit E-5

<i>KBM Workspace</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$428,582</i>
<i>Unisource Solutions, Inc.</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$451,250</i>
<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$474,621</i>
<i>Metro Contract Group</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$621,349</i>

Exhibit E-6

<i>KBM Workspace</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$682,888</i>
----------------------	----------------	----------	----------	------------------

Exhibit E-7

<i>KBM Workspace</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$322,979</i>
<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$373,665</i>

Exhibit E-8

<i>KBM Workspace</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$160,385</i>
<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$171,136</i>
<i>Metro Contract Group</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$172,082</i>
<i>Unisource Solutions, Inc.</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$186,197</i>
<i>Sam Clar Office Furniture Inc.</i>	<i>Livermore</i>	<i>Y</i>	<i>Y</i>	<i>\$239,313</i>

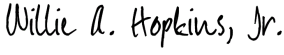
Exhibit E-9

<i>Metro Contract Group</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$41,278</i>
<i>Unisource Solutions, Inc.</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$47,977</i>
<i>KBM Workspace</i>	<i>Hayward</i>	<i>Y</i>	<i>Y</i>	<i>\$48,711</i>
<i>One Workplace L. Ferrari, LLC</i>	<i>Oakland</i>	<i>Y</i>	<i>Y</i>	<i>\$49,071</i>

FUNDING:

Appropriations for this contract are included in the approved budget for the ECHOJ Capital Project Fund. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,

DocuSigned by:

3978B4A6A69D4BB...
Willie A. Hopkins, Jr.
Director, General Services Agency

WH:AF:ma I:\Board Letters\Purchasing\FY 2016-17\901474 BL ECHOJ Ancillary.doc

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

EAST COUNTY HALL OF JUSTICE - ANCILLARY
RFQ No. 901474
December 7, 2016 – December 6, 2019

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local & SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>Sam Clar Office Furniture Inc. Certification # 13-00044 Small Valid through: 02/28/2017</i>	<i>4049 First Street, Suite 234, Livermore, CA</i>	<i>\$1,278,928</i>	<i>100%</i>	<i>\$1,278,928</i>
<i>Unisource Solutions, Inc. Certification # 04-90593 Small Valid through: 05/31/2018</i>	<i>31101 Wiegman Road, Hayward, CA</i>	<i>\$370,073</i>	<i>100%</i>	<i>\$370,073</i>
<i>One Workplace L. Ferrari, LLC Certification # 11-00198 Small Valid through: 11/30/2017</i>	<i>7220 Edgewater Drive, Oakland, CA</i>	<i>\$271,208</i>	<i>100%</i>	<i>\$271,208</i>
<i>KBM Workspace Certification # 04-90453 Small Valid through: 09/30/2018</i>	<i>3488 Diablo Avenue, Hayward, CA</i>	<i>\$1,594,834</i>	<i>100%</i>	<i>\$1,594,834</i>
<i>Metro Contract Group Certification # 12-00070 Emerging Valid through: 05/31/2017</i>	<i>6800 Koll Center Parkway, Suite 100, Pleasanton, CA</i>	<i>\$41,278</i>	<i>100%</i>	<i>\$41,278</i>

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 12/6, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and Sam Clar Office Furniture Inc. hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain East County Hall of Justice workstation, private office, and common area ancillary furniture designs services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Description of Furniture
- Exhibit A-4 Manufacturer Warranty
- Exhibit B Payment Terms
- Exhibit B-1 Furniture Pricing
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from December 7, 2016 through December 6, 2019.

The compensation payable to Contractor hereunder shall not exceed One Million Two Hundred Seventy-Eight Thousand Nine Hundred Twenty-Eight dollars (\$1,278,928) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

SAM CLAR OFFICE FURNITURE
INC.

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Ivan Schwartz
(Printed)

Title: Purchasing Agent

Title: President & CEO

Date: 12/6/16

Date: 11-29-2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest

and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
Attn: David Savellano

To Contractor: Sam Clar Office Furniture Inc.
4049 First Street, Suite 234
Livermore, CA 94551
Attn: John Schwartz

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither

Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its East County Hall of Justice workstation, private office, and common area ancillary furniture designs services shall not exceed \$1,278,928 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:
 - Exhibit A-1 Specific Requirements
 - Exhibit A-2 Deliverables
 - Exhibit A-3 Description of Furniture
 - Exhibit A-4 Manufacturer Warranty
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901474, including any addenda, specifically including Exhibit D, E-1 through E-9, and F-1 through F-9 of the RFQ, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name:	Title:	Phone Number:	Email:
Rachel Leaverton	Account Manager	(925) 771-7521	rachel@csgfurniture.com
Dan Peters	Project Manager	(925) 771-7556	dan@samclar.com
Candy Tan	Project Designer	(925) 771-7517	candy@csgfurniture.com
Paul Young	Installation Manager	(925) 602-3900 x202	paul@samclar.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to

County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Contractor's responsibilities include, but not limited to:
 - a. Responsible for coordination with General Contractor and Electrical/Data Subcontractor(s) for compatibility of the ancillary furniture, electrical and data wiring system with the buildings' electrical and data wiring system prior to the Contractor finalizing their purchase order specifications to the ancillary furniture manufacturer.
2. Project Pre and Post Substantial Completion Phase
 - a. Contractor's product may be required for delivery and installation prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
3. Delays
 - a. "Unavoidable Delays": The term "unavoidable delay" shall mean and include, but not be limited to: acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the work ordered by the Alameda County insofar as they necessarily require additional time in which to complete the Project; the prevention by the Alameda County of Contractor from commencing or prosecuting the work; the prevention of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's Subconsultants or Subcontractors, or Lower-Tier Subconsultants or Subcontractors, or their employees or agents; the prevention of Contractor from commencing or prosecuting the work because of failure of Alameda County to furnish the necessary materials, when required by the Contract and when requested by Contractor in the manner provided in the Contract; and inability to procure or failure of public utility service.
 - b. "Avoidable Delays": The term "avoidable delay" shall include, but is not limited to:

- (1) Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
- (2) Any delay in the prosecution of parts of the work, which may in itself be unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the work, nor delay the specified Installation Completion Deadline;
- (3) Any delay caused by the untimely review by Contractor of the Contract, including but not limited to the specifications; and/or
- (4) Any delay arising from an interruption in prosecution of the work resulting from reasonable interference from other contractors employed by Alameda County that does not delay the specified Installation Completion Deadline.

4. Storage Fees

- (1) Project construction schedules are subject to change. Should the construction schedule be delayed and thus cause a change to the original established delivery date(s) scheduled (see Notice to Proceed), the Contractor may request storage fees. The first 30 calendar days of storage shall be free of charge and a monthly fee may be requested for the following months. A monthly fee for storage of all the items contained in this contract is found within Exhibit B - Payment Terms. The goods/product shall remain the property of the Contractor until the actual delivery date(s).
- (2) Cost of storage of the goods/product prior to the established delivery date by the County shall be at the Contractor's sole expense.

5. Notice to Proceed (NTP) with Manufacturing the Products

- a. Contractor must receive in writing an NTP with Manufacturing the Products from Alameda County's Designated Representative prior to authorizing the commencement of manufacturing fabrication of the Products by the manufacturer.
- b. Contractor shall submit in writing within three working days to Alameda County's Designated Representative an acknowledgement of receipt of Alameda County's NTP with Manufacturing the Products and shall include the date the Furniture Contractor is authorizing the commencement of manufacturing and fabrication to the manufacturer.

6. Installation

a. Project Premises Visit and Inspection:

- (1) Contractor shall examine the project site and familiarize itself; verify the stage of completion of the premises and the Project prior to delivery; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by Alameda County and the condition of the premises and separate furniture contractors.

b. Examination and Preparation

- (1) Verify furniture layout information shown on Alameda County approved Ancillary Furniture Plan Drawings in relation to existing conditions before laying out the work.
- (2) Contractor shall request Alameda County's Designated Representative's and General Contractor's approval as to the means and materials for layout verification prior to performing the layout verification with non-staining chalk or tape or string or other means of the furniture placement on finished floors for verification by Alameda County's Designated Representative. Contractor is responsible for performing the onsite layout of the work for Alameda County's review and approval prior to delivery and installation of the ancillary furniture.
- (3) Project Site
 - (a) 24 hours before first delivery, examine site, including elevators and loading and staging areas, to confirm conditions for proper performance of the work. Existing damage to building or debris that hinders performance of the work shall immediately be called to attention of Alameda County's Designated Representative.
- (4) Examine goods immediately on delivery and again before installation. Reject damaged or defective goods.
- (5) Environmental Limitations
 - (a) Do not install goods until construction and wet work in spaces, including painting, is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels for project when occupied for its intended use.

(6) Work Hour Restrictions

- (a) Allowable work hours at the project site are 8:00 a.m. to 4:00 p.m. unless otherwise notified in writing by Alameda County's Designated Representative.

7. Mandatory Onsite Mockup Installation

- a. Mockup is a "First Installation" prior to the full delivery and installation of components. Contractor shall provide monitor arms, task lights, or Central Processing Unit holders and shall coordinate with Court and County Designated Representatives for mounting location instructions, and to perform a mockup for approval at one County and one Court Workstation and one County and one Court Office to verify selections and placement locations and to demonstrate aesthetic effects and workmanship for Alameda County's review and approval to proceed.
- b. Locate mockups on project site in a scheduled installation location as specifically directed by Alameda County's Designated Representative.
- c. Notify Alameda County's Designated Representative seven days in advance of dates and times when County and Court mockups will be installed.
- d. Mockup shall be considered a First Installation and remain as a permanent installation at an assigned location designated to receive the Ancillary Furniture as part of the project's installation schedule.
- e. Contractor shall obtain Alameda County's Designated Representative's approval of the County and Court Mockups in writing before proceeding with the remaining full delivery and installation of the remaining product components. Contractor shall retain County and Court Alameda County approved mockups as a control standard for judging the completed work.

8. Furniture, Furnishings, Fixtures, and Equipment (FF&E) Anchorage

- a. Contractor shall be responsible for anchoring all FF&E items to the building to mitigate seismic hazard as required by code and that are as follows:
- (1) Wall mounted furnishings with a weight of 20 lbs. or greater.
- (2) Floor standing furnishings with a height of 60 inches or greater.
- (3) Floor standing furnishings with a weight of 400 lbs. or greater.

- b. Contractor shall submit anchorage method and anchorage locations to project Architect and Alameda County's Designated Representative for written approval to proceed before proceeding with any FF&E anchorage.
 - c. Where FF&E components are requested by Alameda County to be ganged attached to one another, such as two or more lateral file cabinets, such ganging attachments shall be performed by the Contractor at no additional cost to Alameda County.
9. FF&E Requiring Lock and Key System:
- a. Locks
 - (1) Provide six-pin tumbler lock with single-bitted keys. Interchangeable, field-changeable, master keyed lock systems on applicable components. Provide two keys per lock cylinder. All locks from each lock manufacturer shall be master keyed. Provide five master keys from each lock manufacturer.
 - (2) Lock Finish: Chrome (Bright Nickel Plate).
 - b. Keying
 - (1) Provide 499 unique lock combinations before repeats are used
 - (a) Workstations
 - (i.) All components scheduled to receive locks within an individual workstation space will be Keyed Alike.
 - (ii.) Each individual workstation will be Keyed Random to every other individual workstation and individual Private Office.
 - (iii.) Leave two keys in two workstation component lock cylinders in the same workstation space.
 - (iv.) All remaining keys for components within a workstation space shall be tagged with that unique workstation location and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(b) Private Office

- (i.) All components scheduled to receive locks within an individual Private Office space will be Keyed Alike.
- (ii.) Each Private Office will be Keyed Random to every other individual workstation and individual Private Office.
- (iii.) Leave two keys in two Private Office component lock cylinders in the same Private Office space.
- (iv.) All remaining keys for components within a Private Office space shall be tagged with that unique Private Office location number and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(c) Other Room Types

- (i.) Refer to Alameda County's Designated Representative for lock and key instructions for products specified to receive locks prior to product fabrication.

- (2) Hand deliver all Master Keys and all tagged keys in envelopes to Alameda County's Designated Representative.

10. Cleaning, Protection, and Adjustments

- a. Upon completion of the installation, remove and dispose of all debris in accord with applicable regulatory code from the building created by furnishings installation and leave all areas clean.
- b. Protect carpet during installation of FF&E units and remove any soiled spots from the face of the carpet.
- c. Upon notice by Alameda County, Contractor shall provide the services necessary for touch-ups or restoration of furnishing's finishes as approved by Alameda County, or arrange for return or replacement of the damaged item.
- d. Upon request by Alameda County, Contractor shall furnish technical representatives to provide adjustments of hardware and components at place of installation.

- e. Touch-up and restore finishes in accordance with manufacturer's written recommendations after installation to eliminate any unsatisfactory appearance as determined by Alameda County.
 - (1) For touch-ups, use paint material and colors to match shop applied finish.
- 11. Where requirements indicated on the drawings or specified herein differ or are in conflict with reference standards or code, the reference standard or code shall govern as approved by Alameda County.
- 12. Alameda County's Designated Representative shall be immediately notified by the Contractor in writing should a difference or conflict be discovered to receive instructions in writing before proceeding with that part of the Work.

EXHIBIT A-2

DELIVERABLES

1. Delivery and installation may be required prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
2. Coordination
 - a. Coordinate submittals, following Contracts Award, with project schedule, purchasing, manufacturing lead-times, delivery, other submittals, and activities that require sequential operations. Submittals are not requests for contract modifications.
 - (1) Allow five working days for initial review.
 - (2) Alameda County will not accept submittals from sources other than the Contractor.
 - (3) Contractor shall deliver all submittals to Alameda County's Designated Representative.
3. Preparation
 - a. Place a permanent label on each submittal for identification. Provide a 4-by-5-inch (100-by-125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - (1) Project name and location.
 - (2) Date.
 - (3) Name and address of Alameda County's Designated Representative.
 - (4) Name and address of Contractor.
 - (5) Name and address of manufacturer.
 - (6) Drawing number and detail of reference.

4. Review

- a. Alameda County's Designated Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained , as follows:
- (1) "Reviewed: No Exceptions Taken": Final unrestricted release; the work covered by submittal may proceed.
 - (2) "Reviewed: Make Corrections as Noted": Final-but-restricted release; the work covered by submittal may proceed provided it complies with Alameda County's Designated Representative's notations and corrections.
 - (3) "Not Approved, Revise and Resubmit": Returned for re-submittal; do not proceed with the work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to Alameda County's Designated Representative's notations and corrections.
 - (4) "Submit Additional Information": Incomplete; do not proceed with the work covered by submittal. Prepare additional information requested.
 - (5) "Action Not Required": Submittal is primarily for information purposes, record purposes, special processing, or other Contractor activity.

5. Submittals

- a. Prepare and submit as follows:
- (1) Product Data
 - (a) Submit three copies for each item specified. Include the following:
 - (i.) Data indicating manufacturer's model number and compliance with specified standards and requirements.
 - (ii.) Manufacturer's written instructions and recommendations.
 - (iii.) Rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
 - (2) Shop Drawings when required in the specifications or requested by the Alameda County's Designated Representative:

- (a) Product Detailed Shop Drawing submittal shall be complete and submitted to Alameda County's Designated Representative for approval in writing prior to the commencement of the furniture fabrication process by the Contractor and the furniture manufacturer.
 - (i.) Shop Drawings shall clearly identify deviations from the CFO Contract Documents to accommodate the installation with the building's architecture.

- (3) Submit Samples of actual material to be used and finished as specified. Submit one set for samples illustrating assembly details, workmanship, fabrication techniques, and similar characteristics; submit three sets for all other samples. Show limits of variations where variations are inherent in the material. Show full pattern repeat. Include product name or name of manufacturer. Submit Samples for each material as follows:
 - (a) Fabric: Manufacturer's standard-size units, not less than size indicated, from dye lot to be used for the work, with specified treatments applied. Mark top and face of fabric.
 - (i.) Upholstery: 3 inches (76 mm) square minimum.
 - (ii.) Panel Fabric: 0.25 yards (228.75 mm).
 - (iii.) Panel Fabric sample submittal shall have the highest priority due to the fabric production long lead time. Panel Fabric submittals shall be received by Alameda County's Designated Representative for submittal review within ten working days following the Contract Award.

 - (b) Exposed Finishes: Manufacturer's standard-size units and not less than 3 inches (76 mm) on substrate used for project.
 - (i.) Where finishes are described as To Be Determined, submit manufacturer's standard color option samples for review and selection by Alameda County's Designated Representative.

 - (c) Hardware and Accessories: Full-size units of drawer and door pulls, drawer slide, hinges, wardrobe coat hook, and wardrobe coat rod.

 - (d) Work surface support leg: Submit leg option profiles and dimensions.

6. Delivery and Storage

- a. Comply with manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft:
- (1) Contractor shall perform an inside building delivery, assembly, and installation at Alameda County Floor Levels Basement, 1, 2, and 3.
 - (2) Contractor shall perform deliveries and installations in phases on a Floor by Floor basis as scheduled by Alameda County Designated Representative.
 - (3) Deliveries shall be made to each Alameda County room with the product types/model numbers/Standard Codes specified in this RFQ's Bid documents and in the quantities and locations specified in this RFQ's Bid documents.
 - (4) Contractor shall coordinate with Alameda County's Designated Representative for Site Access and for the Work Restriction, Use of Premises, and Building Requirements.
 - (5) Contractor shall coordinate with General Contractor and Alameda County's Designated Representative for all building systems, materials and finishes protection requirements for delivery and installation of goods.
 - (6) Deliver goods in manufacturer's original sealed packaging with labels or blanket wrapped with written instructions for handling, storing, protecting, and installing. On receipt, inspect goods for damage. Do not install damaged goods.
 - (7) Inspect products at time of delivery for compliance with the RFQ's Bid Documents and to verify that items are undamaged and properly protected.
 - (8) Delivery shall not be made until goods are required for installation to minimize long-term storage and to prevent overcrowding Project site.
 - (9) Truck Delivery Schedule: Contractor shall develop and submit a Truck Delivery Schedule indicating: 1) the number of trucks to be received on site per day; 2) times of arrival for each truck; and 3) general description of components on each truck prior to receiving the first delivery of furniture and submit Truck Delivery Schedule to Alameda County's Designated Representative.

- (10) Store goods in a manner that will facilitate inspection and measurement of quantity or counting of units.
- (11) Store heavy items in a manner that will not endanger supporting construction.
- (12) Maintain temperature and humidity within range required by manufacturer's written instructions.
- (13) Cover, ventilate, and protect installed goods from damage caused by moisture, heat, staining, dirt, abrasion, or other conditions that may adversely affect appearance or use.

7. Side Marking

- a. Furniture Contracture shall issue side marking instructions/information to manufacturer at the time of order placement. Side mark labels shall clearly indicate FF&E code number, floor number and room/location number.

8. Handling

- a. Provide wheeled carts, dollies, and hand trucks with pneumatic tires for moving goods.

9. Protection

- a. Protect construction and work of other contracts including terrazzo and carpet flooring, wall surfaces, doors, and door frames. Contractor shall be liable for any loss or damage to any work in place on the job site caused by him or his agents, employees or guests and to replace all damaged or defective work before requesting final acceptance.
 - (1) Install surface protection pads in elevator as required by Alameda County.
 - (2) Protect floors from wheeled carts, dollies, and hand trucks with hardboard.
 - (a) The floor surfaces at ground floor lobby, elevators 1-5 and elevator lobbies at each floor are all terrazzo. For terrazzo floor protection, use plastic sheet material (Coroplast or equivalent).
 - (3) Protect columns and comers of walls and elevators.

10. Schedule

- a. Any deliveries to the jobsite made without prior scheduling with Alameda County's Designated Representative will be rejected and rescheduled for another delivery date at the Contractor's expense.

(1) Traffic Control

- (a) Contractor shall provide and maintain traffic control and flagging during all deliveries, including any required permits for street use.

(2) Parking

- (a) Vehicular parking will not be provided for this project at any time. Contractor must make its own arrangements for offsite parking.

11. Installation shall comply with manufacturer's specifications, standards and procedures. The Contractor and installer shall be responsible for installation.

12. Fire, smoke, and flammability standards

- a. Contractor shall provide evidence of compliance to the County with the following:
- (1) System furniture shall comply with the requirements of Technical Bulletin 117 of the California Bureau of Home Furnishings.
 - (2) Flame Spread Ratings: Provide materials with minimum Class III flame spread rating, 76-200, and Class C smoke density classification, 201-450 and Class II and Class I compliance where required as a minimum by Code.

13. Pre-installation Conference

- a. Upon award, authorized and experienced representatives of the Ancillary Furniture manufacturer and installer shall be available for a meeting or meetings with Alameda County to review:
- (1) Furniture systems quality control requirements including details of construction.
 - (2) Availability of materials, electrical and data coordination.
 - (3) FF&E Contract Drawings and Specifications.

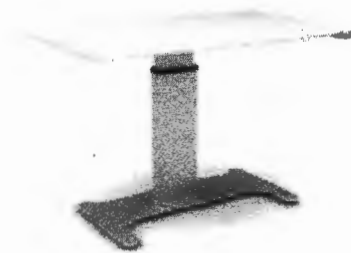
- (4) On-site conditions affecting or which may affect furniture installations.
- (5) Delivery/installation schedules and sequences.
- (6) Review requirements for inspections, proposed installation procedures, and follow-up meetings.

EXHIBIT A-3

DESCRIPTION OF FURNITURE

1. See Exhibit B-1 Furniture Pricing for a complete description of the furniture.
2. The County is under no obligation to purchase any or all items listed in the Exhibit. The County may purchase only select items in the contract. Or the County may purchase all of the items selected.
3. Item 34 from Exhibit B-1 has a substitution:

DK-56 (Base Only)



Substitution

Manufacturer: SiS Ergo

Model: M-Series Base

Description: The M Series

represents the fusion of minimalistic Danish design and spring adjustment.

Base Finish:

Silver Powder Coated Metal
Frame

Steelcase Airtouch Comparison

1. Airtouch and M-Series both have non-electric counter balance mechanisms.
2. M-Series load capacity is up to 105 lbs., Airtouch is up to 150 lbs.
3. Both have a single column offering free knee clearance.
4. Range of Motion: M-Series 27.5-44", Airtouch 26"-43".

Installation Locations

Lending Club
71 Stevenson St #300
San Francisco Ca 94105

Lucille Packard Children's Hospital
725 Welch Ave
Palo Alto Ca 94304



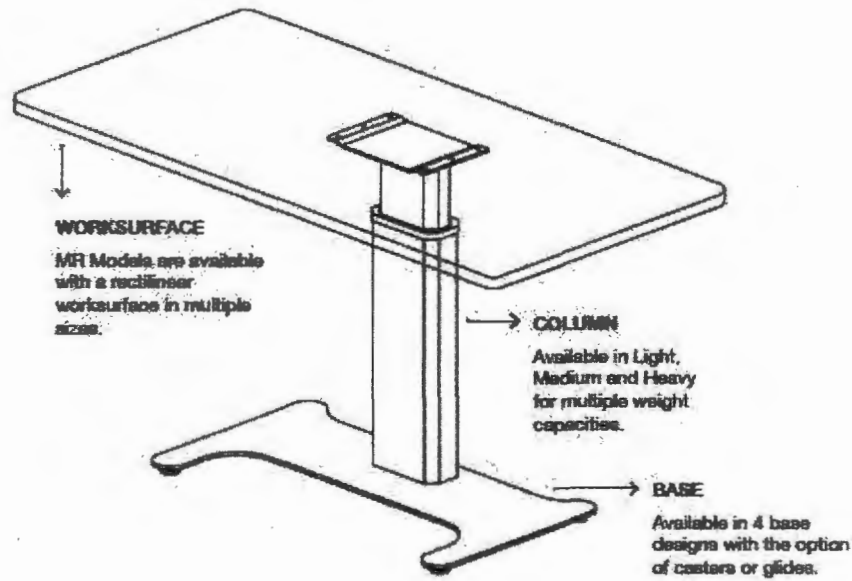
MR-3-44-4500-001-TS1-001-USA

MR

The MR models of the M Series come in a rectilinear work surface with the option of 4 floor base designs. Available with multiple weight capacities and work surface sizes, the variety of color combinations make designing an MR table a unique & creative experience.

Height Range: 27.5" - 44"
Weight Capacity: 35 - 105 Lbs*
Adjustability: Constant force
Work surface Angle: Rectilinear
Craftsmanship Warranty: Lifetime
Special Feature: Safety brake with integrated locking mechanism

*Varies based on column weight capacity

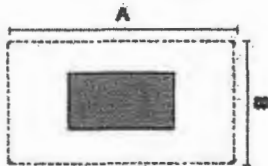


COLUMN WEIGHT LOAD CAPACITY

- L Light 35 - 60 lbs
- M Medium 61 - 80 lbs
- H Heavy 81 - 105 lbs



WORKSURFACE & BASE OPTIONS



P Pedestal



LC Large Clover



H Organic H



GW Gullwing

FRAME FINISHES



A Range = 30" - 72" B Range = 24" - 30"

Please speak with your Sales Rep for additional worksurface dimensions and specifications.





ENVIRONMENTAL DECLARATION

At SiS Ergo, we respect human beings and nature and recognize our responsibility concerning the world in which we live and do business. This implies that we by means of mapping, prevention and continuous improvement will try to reduce the influence our activities and the use of our products may have on the environment.

SiS Ergo considers sustainable development as one of the most important challenges for the future. Therefore, SiS Ergo wants to provide environmental information to our customers. The SiS Ergo Environmental Declaration gives information on the most relevant environmental aspects of electric actuator systems.

The requirements in the declaration are based on the standards issued by the European Community, legal requirements and market requirements.

SCOPE FOR DECLARATION

Environmental declaration for the S-Collection and M-Collection:

S-Collection Line:

SX | SE | SXL | SEL | SC | SP | SF

M-Collection Line:

M1

ENVIRONMENTAL CONSENSUS DESIGNS (1)

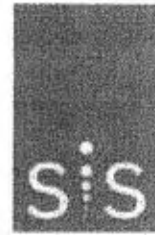
LINAK is a tier 1 component supplier to SiS Ergo for all S-Collection electrical components. Linak and SiS Ergo are committed to constant improvement with regard to the environment, but this policy is also reflected in our commitment to quality products and the health and safety of our employees. As a result of these values, LINAK has obtained certification in the following:

- ISO 14001 – Environmental Management System
- ISO 9001 – Quality Management System
- OSHAS 18001 – Occupational Health and Safety Management System

(1) Refers to substance levels that do not exceed natural background levels and that are based on the supplier's compliance to LINAK requirements.



Corporate Office: 25 Windward Avenue, Londonderry, NH 03062 (603) 432-4455
World Headquarters: Eisenweg 8, 2000 Ruckelshaus, Denmark
Chicago Showroom: Merchandise Mart Plaza, Chicago, IL 60611 (773) 442-4455



**ENVIRONMENTAL
POLICY AND
MANAGEMENT
SYSTEM**

1. The products meet requirements of the RoHS directive (EU Directive 2002/95/EC). Accordingly, it does not contain substances as listed and defined in the RoHS Directive (Lead, Hexavalent Chromium (Chrome VI), Mercury, Cadmium, Polybrominated Biphenyls (PBB), Polybrominated Diphenyl Ethers (PBDE).
2. CFCs, HCFCs, asbestos, PCB, PCN and PCT are not present in the product
3. Mercury and Cadmium are not present in the product
4. Lead is not present in the product, in solder or in plastics
5. Antimony and its compounds are not present in the plastic housing
6. Nickel and nickel alloys that can be in direct and prolonged skin contact with end-users are not present in the products
7. The brominated flame-retardants PBB (Polybrominated Biphenyls) and PBDE (Polybrominated Diphenyl Ethers) are not present in the products
8. Halogenated flame-retardants are not present in the printed wiring boards or the plastic housing
9. Sulfur Hexafluoride (SF6) is not present in the products

BATTERIES

No batteries except for wireless controls

**ENERGY
CONSUMPTION**

1. The max. power consumption on standby is 0.1 W
2. The max. power consumption while driving is max. 600 W
3. Instruction for best energy efficiency should be given in the user's manual

**ELECTRIC SAFETY
AND EMC**

1. The products meet applicable electric safety standards as EN 60335-1 and the Low Voltage Directive 2006/95/EC (LVD)
2. (CBD4) EN ISO 13849-1 Safety of machinery - Safety-related parts of control systems
3. The products meet applicable EMC (Electro Magnetic Compatibility) standards as the EMC Directive 2004/108/EC





PACKING AND DOCUMENTATION (1)

1. The product packing material does not contain heavy metals (lead, cadmium, mercury and chromium) according to the EU directive 94/62/EC
2. The product packing does not contain CFC or HCFC
3. Plastic packing material is marked according to ISO 11469
4. User manuals are printed on non-chlorine bleached paper

PRODUCT RECYCLING

We recommend that our products be disassembled as much as possible and divided into different waste groups for recycling or combustion. For example, waste can be sorted into metals, plastics, cable scrap, combustible material, and recoverable resources. Some of these main groups can be further divided into subgroups, e.g. metal can be divided into steel/aluminum/copper and plastic can be divided into ABS/PA/PE/PP.

RECYCLING AND DISPOSAL OF PRODUCTS

As an example, the table below breaks down the different components in SiS Ergo products to various recycling groups:

PRODUCT	COMPONENT	RECYCLING GROUP
Columns/Actuator	Spindle and motor	Metal scrap
	Plastic housing	Plastic recycling or combustion
	Cable	Cable scrap or combustion
Control Box	PCB Boards	Electronics scrap
	Plastic Housing	Plastic recycling or Combustion
	Cable	Cable scrap or combustion Metal scrap
Control Box	Transformer	Plastic recycling or Combustion
	Plastic Housing	Combustion
	Cable	Cable scrap or combustion
	PCB board	Electronics scrap



Corporate Office 36 Westwagh Avenue, London SW14 3TH www.siss.com 44 20 4085
 World Headquarters Boulevard 6, 2900 Pacific Long, Denmark
 Chicago Showrooms Merchandise Mart Plaza, Suite 1000 - 1100 Floor, Chicago, IL 60644



RECYCLING AND
DISPOSAL
OF PRODUCTS



In Europe, the Waste Electrical and Electronic Equipment (WEEE) Directive set forth by the European Union urges any producer of Electrical and Electronic Equipment (EEE) to provide reuse and treatment information of any EEE put on the market. Though this directive does not directly cover SiS Ergo as a supplier, our component supplier LINAK has chosen to place the WEEE symbol (crossed out trash bin) on our products. As SiS Ergo products may be the only EEE component on an application, we, by marking our products, can ensure that it is only the EEE that is sent for recycling.



Corporate Office 55 Westminster Avenue, Londonderry, NH 03303 (603) 422-4455
World Headquarters Elshausen 6, 3300 Rüdelsberg, Germany
Chicago Showroom Manchester Mall Plaza, Skokie, IL 60076 - 1101 Plaza, Chicago, IL 60644

EXHIBIT A-4

MANUFACTURER WARRANTY

Gunlocke® 12 Year Warranty

Subject to the limitations set forth below. The Gunlocke Company warrants to the original purchaser all product in this price list to be free from defects in material and workmanship for a twelve year period from the date of shipment.

This 12-year warranty applies to all products sold and installed by a Gunlocke authorized agent for normal commercial single shift service. Gunlocke will repair, or at its option, replace defective merchandise, free of charge. The following components not manufactured by Gunlocke have the following warranties:

GUNLOCKE CASEGOODS

- *High wear components* such as casters and glides are warranted for five years after date of shipment to original owner.
- *Electrical components* are warranted 10 years from date of manufacturer with exception of lamps and ballasts which are not warranted.
- *Drawer suspensions* are warranted for lifetime of product after shipment to original owner.

GUNLOCKE SEATING

- *High wear components* such as casters and glides are warranted for five years after date of shipment to original owner.
- *Seating control mechanisms* are warranted for five years after date of shipment to original owner.
- *Fabric & leather* are warranted for three years if single-shift normal use after shipment to original owner.

Any non-standard material selected by the customer is not warranted. Neither does this warranty apply to damage resulting from accident, alteration, or misuse, as well as damage from normal wear and tear such as dents, nicks, scratches, fading and improper maintenance. That is, Gunlocke's warranty is only valid if products are given proper use and care. Gunlocke assumes no responsibility for product damages resulting from improper installation or user modification.

Wood owes its inherent beauty to variations in color, grain, and texture, and therefore, these variations are not considered defects. There may be minor variations from one piece

of furniture to the next even though they are finished at the same time. Exposure to light and the aging process will cause a darkening of natural wood products. Light finishes on wood products do not mask the natural characteristics of wood. The Gunlocke Company does not guarantee the exact matching of grain, pattern, and color. Gunlocke offers E-800, a natural finish on maple, and C-701, a light finish on cherry. These finishes do not cover any of the natural characteristics of the wood, including natural colorations, pitch pockets, and the variations of steam-bent wood. Merchandise will not be replaced because of these natural variations.

It is expressly understood and agreed that the buyer's sole and exclusive remedy for any and all losses or damages resulting from nonconforming goods, or from any other cause, shall be repair or replacement of defective parts, and that Gunlocke shall not be liable for damages or injury to persons or property, nor for replacement of the entire commercial unit, if repair or replacement of defective parts can reasonably render the unit conforming.

All warranty claims must be made in writing by the original owner. Owner may be required to produce the invoice or other evidence to establish that a claim is within the warranty period. No person, firm, or corporation is authorized to assume for Gunlocke any liability in connection with the sale or installation of Gunlocke products except as stated above. All other warranties, expressed or implied, are excluded. Gunlocke shall not be liable for incidental or consequential damages of any sort.

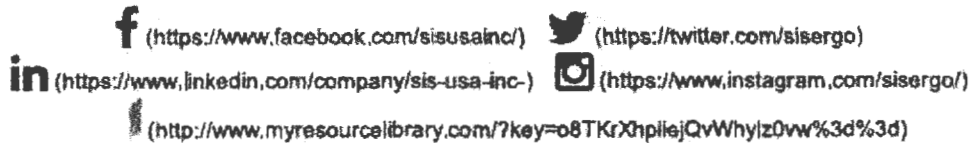
WARRANTY

SIS-USA Inc. warrants all table frames in the S collection and M series to be free of defects in materials and craftsmanship for the life of the product to the original customer. All electric motors, controls, actuators and springs receive a full five-year warranty based on normal usage (consisting of a 5 day work week at 8 hours per day) during the warranty period. With prompt written notice, SIS-USA Inc. shall replace, at its option and cost, any products that fail to conform to the warranty with the exception of items listed below.

This warranty does not apply to:

- Damage caused by a carrier.
- Labor charges.
- Normal wear and tear.
- Defects caused by improper installation.
- COM or other third party materials applied to the products.
- Products subjected to improper use and conditions.
- Damage resulting from misuse, negligence, accident or alteration.

Please note that any invoice submitted to SIS-USA Inc. for warranty replacement or labor will be invalid unless replacement parts have been preauthorized in writing by SIS-USA Inc.



[download catalog] (<downloads/SiS-Catalog.pdf>)

[contact us] (<customer-service.html>)

CORPORATE OFFICE
55 Wentworth Ave
Londonderry, NH 03053
phone: 603.432.4495
fax: 603.434.8456

WORLD HEADQUARTERS
Ejehaven 6
5900 Rudkøbing
Denmark

CHICAGO SHOWROOM
Merchandise Mart Plaza
Showroom #1168
11th Floor
Chicago, IL 60654

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County, General Services Agency - Real Property Management Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of One Million Two Hundred Seventy-Eight Thousand Nine Hundred Twenty-Eight dollars (\$1,278,928). This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT B-1

FURNITURE PRICING

EXHIBIT E-1 ITEMS

Item	Description	Unit Price
1	Gunlocke Credentials 2 High Bookcase Model Number: GAABKN2H1836-W	\$ 708.28
2	Gunlocke Credentials 3 High Bookcase Model Number: GAABKN3H1836-W	\$ 850.21
3	Gunlocke Credentials 4 High Bookcase Model Number: GAABKN4H1836-W	\$ 927.16
4	Gunlocke Credentials 5 High Bookcase Model Number: GAABKN5H1830-W	\$ 1,092.35
5	Gunlocke Credentials 5 High Bookcase Model Number: GAABKN5H1836-W	\$ 1,223.68
6	Gunlocke Edition Fixed Arm Conference Chair Model Number: GK1206 Base: (BAL) Polished Aluminum	\$ 448.03
7	Gunlocke Edition Fixed Arm High-Back Conference Chair Model Number: GK1204 Base: (BAL) Polished Aluminum (BAL)	\$ 509.92
8	Gunlocke Ciji 3-Seat Mid-Back Sofa w/Arms Model Number: GK1111-3 Fabric: Knoll Textiles / Whip / Mocha K1386/16	\$ 2,380.66
9	Gunlocke Ciji 3-Seat Mid-Back Sofa w/Arms Model Number: GK1111-3 Fabric: Knoll Textiles / Whip / Mocha K1386/16	\$ 2,380.66
10	Gunlocke Ciji 3-Seat Mid-Back Sofa w/Arms Model Number: GK1111-3 Fabric: HBF Textiles / Cocoon / 863-39 Loam	\$ 2,531.48
11	Gunlocke Ciji 3-Seat Mid-Back Sofa w/Arms Model Number: GK1111-3 Fabric: HBF Textiles / Cocoon / 863-64 Moonstone	\$ 2,531.48
12	Gunlocke Ciji 3-Seat Mid-Back Sofa w/Arms Model Number: GK1111-3 Fabric: HBF Textiles / Cocoon / 863-80 Lichen	\$ 2,531.48
13	Gunlocke Bank of England Chair with Arms Model Number: GK9947 (Wood Seat)	\$ 737.35
14	Gunlocke Edition Armless Mid-Back Task Chair Model Number: GK1202	\$ 422.37
15	Gunlocke Edition Mid-Back Task Chair with Adjustable Arms Model Number: GK1210	\$ 445.28
16	Gunlocke Moti Upholstered Stacking Chair Model Number: GK9901 Fabric: Momentum Textiles / Canter / Sable	\$ 305.41

17	Gunlocke Edition Mid-Back Chair w/ Fixed Arms and Special Swivel Jury Base CUSTOM: Special cylinder Jury base	\$ 508.21
18	Gunlocke Moti Lounge Chair with Arms Model Number: GK9931 Fabric: Knoll Textiles / Whip / Mocha K1386/16	\$ 866.97
19	Gunlocke Edition Fixed Arms Mid-Back Task Chair Model Number: GK1206 Fabric: Momentum Textiles / Canter / Sable	\$ 491.11
20	Gunlocke Moti Lounge Chair with Arms Model Number: GK9931 Fabric: Architex / Merchant / Java	\$ 667.93
21	Gunlocke Moti Lounge Chair with Open Arms Model Number: GK9901 Fabric: Knoll Textiles / Whip / Mocha K1386/16	\$ 358.42
22	Gunlocke Moti 2-Seat Tandem Lounge Chair with Open Arms Model Number: GK9901-SS	\$ 708.97
23	Gunlocke Moti 3-Seat Tandem Lounge Seating with End Table Model Number: GK9901-TSSS	\$ 1,270.87
24	Gunlocke Moti 3-Seat Tandem Lounge Seating with End Table Model Number: GK9901-SSST	\$ 1,270.87
25	Gunlocke Converge 4 Door Standard Height Credenza CREDENZA FRAME - Model Number: CVSC-4WW CREDENZA TOP - Model Number: CVCWR2676-W	\$ 2,334.50
26	Gunlocke Credentials 4-Module Credenza (For orientation refer to drawing) Credenza Frame (Refer to drawing): Credenza Storage Components & Sequence (Left to Right) 1) 24" Wide Refrigerator Cabinet w/ back cutout for ventilation Model Number: CUSTOM 2) 30" Wide Printer Cabinet Model Number: GAAMPW2430L-PW 3) 30" Wide, Open Cubby / Box / Lateral File Model Number: GAAMPW2430R-BW 4) 36" Wide, 2 High Open Shelves Model Number: GAAMPW2436R-SHW	\$ 3,849.90
27	Gunlocke Credentials 4-Module Credenza (For orientation refer to drawing) Credenza Frame (Refer to drawing): Credenza Storage Components & Sequence (Right to Left): 1) 36" Wide, 2 High Open Shelves Model Number: GAAMPW2436L-SHW 2) 30" Wide, Open Cubby / Box / Lateral File Model Number: GAAMPW2430L-BW 3) 30" Wide Printer Cabinet	\$ 3,849.90

	Model Number: GAAMPW2430R-PW 4) 24" Wide Refrigerator Cabinet w/ back cutout for ventilation Model Number: CUSTOM	
28	Gunlocke Credentials Credenza w/ Overhead Credenza Worksurface: THROUGH RIGHT END Dimension: 24" D x 60" W x 1.5"H Model Number: GAACWR2460TR-W Finish: Light Walnut - Quarter Cut (QT601) UV Finish: Open Pore Low Sheen Grommet: No Grommet (GN)	\$ 4,492.17
29	Gunlocke Converge 4 Door Standing Height Credenza CREDENZA TOP Model Number: CVCWR2676-W CREDENZA Model Number: CVSC-4WW	\$ 2,334.50
30	Gunlocke Credentials Desk System Credentials Desk System Desk Top: HEIGHT ADJUSTABLE TOP Dimension: 30" D x 72" W x 1.5" H Model Number: GAADWRA3072-W Desk Base: HEIGHT ADJUSTABLE BASE Dimension: 27" D x 66" W x 26" H Model Number: BSHAT2772 Base Finish: Black (BK)	\$ 12,161.52
31	Gunlocke Credentials Desk System Desk Top: HEIGHT ADJUSTABLE TOP Dimension: 30" D x 72" W x 1.5"H Model Number: GAADWRA3072-W Desk Base: HEIGHT ADJUSTABLE BASE Dimension: 27" D x 66" W x 26"H Model Number: BSHAT2772 Base Finish: Black (BK)	\$ 12,045.25
32	Gunlocke Model No.: GAADTRM3684L-3WW Freestanding Table Desk with Modesty Panel Base and Left-Hand Pedestal GSA Grade 1 Construction	\$ 2,464.45
33	Gunlocke Model No.: GAADTRM3684R-3WW Freestanding Table Desk with Modesty Panel Base and Right-Hand Pedestal GSA Grade 1 Construction	\$ 2,464.45
34	Gunlocke Credentials Top with Steelcase Airtouch Height Adjustable Base CUSTOM GUNLOCKE CREDENTIALS DESK TOP	\$ 982.31

	Dimension: 22"D x 46"W SIS ERGO M-SERIES HEIGHT ADJUSTABLE BASE & STEELCASE AIRTOUCH HEIGHT ADJUSTABLE COLUMN Base Model Number: DK-56 Column Model Number: 944800090SR M-Series Height Adjustable Base	
35	Gunlocke Medley 36" Round Table Table Top - Model Number: MDTRD36 Table Base - Model Number: BSMTL33X-LD	\$ 842.69
36	Gunlocke Medley 24" X 72" Rectangle Table Table Top - Model Number: MDTRT2472 (Custom Size) Table Base - Model Number: LGMCL	\$ 559.16
37	Gunlocke Occasional Round End Table Table Top - Model Number: GMATRD18-W Table Base - Model Number: GMABET-DISC24H	\$ 384.75
38	Gunlocke Tiara Round Side Table Model Number: TARD21H21	\$ 983.25
39	Gunlocke Kenna Glass Top Square Occasional Table Model Number: KATBL2424H21G	\$ 883.04
40	Gunlocke Credentials Counsel Table Dimension: 36"D x 96"W x 29.437"H (CUSTOM) Model Number: GAADTRR-CUSTOM Power Options / Briefing Collection / Single Data Port with Power & Data	\$ 2,015.41
41	Gunlocke Converge Conference Table with Medley Boat Bases - CUSTOM Converge 60"D Arc Boat Table Top - Model Number: CVTAB60168 Medley Boat Bases - Model Number: SBWBT24 Port Model No: TPLG-VGA / Cut Out Code: TL4B (4 Large Technology Ports)	\$ 10,457.33
42	Gunlocke Converge Conference Table with Medley Boat Bases - CUSTOM Converge 54"D Arc Boat Table Top - Model Number: CVTAB54144 Medley Boat Bases - Model Number: SBWBT24	\$ 5,330.76
43	Gunlocke Converge Conference Table with Medley Boat Bases - CUSTOM Converge 54"D Arc Boat Table Top - Model Number: CVTAB54144 Medley Boat Bases - Model Number: SBWBT24 Port Model NO: TPLG-1A / Cut Out Code: TL4B (4 Large Technology Ports)	\$ 7,973.06
44	Gunlocke Converge 60" Round Top Table with 4 Leg Metal Base Round Table Top - Model Number: CVTRD60-L Leg Bases - Model Number: CVLGS-B	\$ 1,226.42
45	Gunlocke Credentials Wardrobe w/ 5H Bookcase	\$ 2,627.25

	Wardrobe - Model Number: CUSTOM - GAACLC2424L-WW Dimensions: 24" W x 24"D x 75"H 5H Bookcase - Model No.: CUSTOM 5H Bookcase with Cabinet Doors at Lower Portion Dimensions: 24W X 24D X 75H (To match wardrobe component)	
46	Gunlocke Credentials Wardrobe w/ 5H Bookcase Wardrobe - Model Number: CUSTOM - GAACLC2424R-WW Dimensions: 24" W x 24"D x 75"H 5H Bookcase - Model No.: CUSTOM 5H Bookcase with Cabinet Doors at Lower Portion Dimensions: 24W X 24D X 75H (To match wardrobe component)	\$ 2,627.25
	Taxable Labor	\$ 101,203.59
	Installation	\$ 101,203.59
	Monthly Storage Fee	\$ 4,476.00

**EXHIBIT C
INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: SAM CLAZ OFFICE FURNITURE Inc.

PRINCIPAL: John Schwartz TITLE: President & CEO

SIGNATURE:  DATE: 11-29-2016

EXHIBIT E

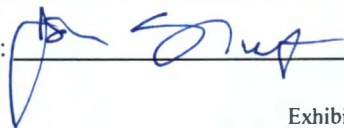
COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Sam Clar Office Furniture Inc
PRINCIPAL: John Schwartz TITLE: President & CEO
SIGNATURE:  DATE: 11-29-2016

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 12/6, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and Unisource Solutions, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain East County Hall of Justice workstation, private office, and common area ancillary furniture designs services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Description of Furniture
- Exhibit B Payment Terms
- Exhibit B-1 Furniture Pricing
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 7, 2016 through December 6, 2019.

The compensation payable to Contractor hereunder shall not exceed Three Hundred Seventy Thousand Seventy-Three dollars (\$370,073) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

UNISOURCE SOLUTIONS, INC.

By: 
Signature

By: 
Signature

Name: John Glann
(Printed)

Name: Ann Lydon
(Printed)

Title: Purchasing Agent

Title: Account Manager

Date: 12/6/16

Date: 11/28/16

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. CONFLICT OF INTEREST; CONFIDENTIALITY: The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest

and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
Attn: David Savellano

To Contractor: Unisource Solutions, Inc.
31101 Wiegman Road
Hayward, CA 94545
Attn: Ann Lydon

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither

Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its East County Hall of Justice workstation, private office, and common area ancillary furniture designs services shall not exceed \$370,073 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements
Exhibit A-2 Deliverables
Exhibit A-3 Description of Furniture

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901474, including any addenda, specifically including Exhibit D, E-1 through E-9, and F-1 through F-9 of the RFQ, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name:	Title:	Phone Number:	Email:
Ann Lydon	Sr. Account Manager	(510) 475-2016	alydon@unisourceit.com
Barb Fritz	Sr. Business Development Manager, Haworth, Inc.	(617) 504-0176	barb.fritz@haworth.com
Mimi Lockwood	Account Manager	(510) 475-2007	mlockwood@unisourceit.com
Behjat Ahmadian	Senior Designer	(510) 475-2028	bahmadian@unisourceit.com
Ken Maclure	Senior Project Manager	(510) 475-2028	bahmadian@unisourceit.com
Leonor Marquez	Client Services Representative	(510) 475-2070	lmarquez@unisourceit.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual

or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Contractor's responsibilities include, but not limited to:
 - a. Responsible for coordination with General Contractor and Electrical/Data Subcontractor(s) for compatibility of the ancillary furniture, electrical and data wiring system with the buildings' electrical and data wiring system prior to the Contractor finalizing their purchase order specifications to the ancillary furniture manufacturer.
2. Project Pre and Post Substantial Completion Phase
 - a. Contractor's product may be required for delivery and installation prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
3. Delays
 - a. "Unavoidable Delays": The term "unavoidable delay" shall mean and include, but not be limited to: acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the work ordered by the Alameda County insofar as they necessarily require additional time in which to complete the Project; the prevention by the Alameda County of Contractor from commencing or prosecuting the work; the prevention of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's Subconsultants or Subcontractors, or Lower-Tier Subconsultants or Subcontractors, or their employees or agents; the prevention of Contractor from commencing or prosecuting the work because of failure of Alameda County to furnish the necessary materials, when required by the Contract and when requested by Contractor in the manner provided in the Contract; and inability to procure or failure of public utility service.

- b. "Avoidable Delays": The term "avoidable delay" shall include, but is not limited to:
- (1) Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
 - (2) Any delay in the prosecution of parts of the work, which may in itself be unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the work, nor delay the specified Installation Completion Deadline;
 - (3) Any delay caused by the untimely review by Contractor of the Contract, including but not limited to the specifications; and/or
 - (4) Any delay arising from an interruption in prosecution of the work resulting from reasonable interference from other contractors employed by Alameda County that does not delay the specified Installation Completion Deadline.
4. Storage Fees
- a. Project construction schedules are subject to change. Should the construction schedule be delayed and thus cause a change to the original established delivery date(s) scheduled (see Notice to Proceed), the Contractor may request storage fees. The first 30 calendar days of storage shall be free of charge and a monthly fee may be requested for the following months. A monthly fee for storage of all the items contained in this contract is found within Exhibit B - Payment Terms. The goods/product shall remain the property of the Contractor until the actual delivery date(s).
 - b. Cost of storage of the goods/product prior to the established delivery date by the County shall be at the Contractor's sole expense.
5. Notice to Proceed (NTP) with Manufacturing the Products
- a. Contractor must receive in writing an NTP with Manufacturing the Products from Alameda County's Designated Representative prior to authorizing the commencement of manufacturing fabrication of the Products by the manufacturer.
 - b. Contractor shall submit in writing within three working days to Alameda County's Designated Representative an acknowledgement of receipt of Alameda County's NTP with Manufacturing the Products and shall include the date the

Furniture Contractor is authorizing the commencement of manufacturing and fabrication to the manufacturer.

6. Installation

a. Project Premises Visit and Inspection:

- (1) Contractor shall examine the project site and familiarize itself; verify the stage of completion of the premises and the Project prior to delivery; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by Alameda County and the condition of the premises and separate furniture contractors.

b. Examination and Preparation

- (1) Verify furniture layout information shown on Alameda County approved Ancillary Furniture Plan Drawings in relation to existing conditions before laying out the work.
- (2) Contractor shall request Alameda County's Designated Representative's and General Contractor's approval as to the means and materials for layout verification prior to performing the layout verification with non-staining chalk or tape or string or other means of the furniture placement on finished floors for verification by Alameda County's Designated Representative. Contractor is responsible for performing the onsite layout of the work for Alameda County's review and approval prior to delivery and installation of the ancillary furniture.
- (3) Project Site
 - (a) 24 hours before first delivery, examine site, including elevators and loading and staging areas, to confirm conditions for proper performance of the work. Existing damage to building or debris that hinders performance of the work shall immediately be called to attention of Alameda County's Designated Representative.
- (4) Examine goods immediately on delivery and again before installation. Reject damaged or defective goods.
- (5) Environmental Limitations
 - (a) Do not install goods until construction and wet work in spaces, including painting, is complete and dry, work above ceilings is

complete, and ambient temperature and humidity conditions are maintained at the levels for project when occupied for its intended use.

(6) Work Hour Restrictions

- (a) Allowable work hours at the project site are 8:00 a.m. to 4:00 p.m. unless otherwise notified in writing by Alameda County's Designated Representative.

7. Mandatory Onsite Mockup Installation

- a. Mockup is a "First Installation" prior to the full delivery and installation of components. Contractor shall provide monitor arms, task lights, or Central Processing Unit holders and shall coordinate with Court and County Designated Representatives for mounting location instructions, and to perform a mockup for approval at one County and one Court Workstation and one County and one Court Office to verify selections and placement locations and to demonstrate aesthetic effects and workmanship for Alameda County's review and approval to proceed.
- b. Locate mockups on project site in a scheduled installation location as specifically directed by Alameda County's Designated Representative.
- c. Notify Alameda County's Designated Representative seven days in advance of dates and times when County and Court mockups will be installed.
- d. Mockup shall be considered a First Installation and remain as a permanent installation at an assigned location designated to receive the Ancillary Furniture as part of the project's installation schedule.
- e. Contractor shall obtain Alameda County's Designated Representative's approval of the County and Court Mockups in writing before proceeding with the remaining full delivery and installation of the remaining product components. Contractor shall retain County and Court Alameda County approved mockups as a control standard for judging the completed work.

8. Furniture, Furnishings, Fixtures, and Equipment (FF&E) Anchorage

- a. Contractor shall be responsible for anchoring all FF&E items to the building to mitigate seismic hazard as required by code and that are as follows:
- (1) Wall mounted furnishings with a weight of 20 lbs. or greater.

- (2) Floor standing furnishings with a height of 60 inches or greater.
 - (3) Floor standing furnishings with a weight of 400 lbs. or greater.
- b. Contractor shall submit anchorage method and anchorage locations to project Architect and Alameda County's Designated Representative for written approval to proceed before proceeding with any FF&E anchorage.
 - c. Where FF&E components are requested by Alameda County to be ganged attached to one another, such as two or more lateral file cabinets, such ganging attachments shall be performed by the Contractor at no additional cost to Alameda County.
9. FF&E Requiring Lock and Key System:
- a. Locks
 - (1) Provide six-pin tumbler lock with single-bitted keys. Interchangeable, field-changeable, master keyed lock systems on applicable components. Provide two keys per lock cylinder. All locks from each lock manufacturer shall be master keyed. Provide five master keys from each lock manufacturer.
 - (2) Lock Finish: Chrome (Bright Nickel Plate).
 - b. Keying
 - (1) Provide 499 unique lock combinations before repeats are used
 - (a) Workstations
 - (i.) All components scheduled to receive locks within an individual workstation space will be Keyed Alike.
 - (ii.) Each individual workstation will be Keyed Random to every other individual workstation and individual Private Office.
 - (iii.) Leave two keys in two workstation component lock cylinders in the same workstation space.
 - (iv.) All remaining keys for components within a workstation space shall be tagged with that unique workstation location and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(b) Private Office

- (i.) All components scheduled to receive locks within an individual Private Office space will be Keyed Alike.
- (ii.) Each Private Office will be Keyed Random to every other individual workstation and individual Private Office.
- (iii.) Leave two keys in two Private Office component lock cylinders in the same Private Office space.
- (iv.) All remaining keys for components within a Private Office space shall be tagged with that unique Private Office location number and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(c) Other Room Types

- (i.) Refer to Alameda County's Designated Representative for lock and key instructions for products specified to receive locks prior to product fabrication.

- (2) Hand deliver all Master Keys and all tagged keys in envelopes to Alameda County's Designated Representative.

10. Cleaning, Protection, and Adjustments

- a. Upon completion of the installation, remove and dispose of all debris in accord with applicable regulatory code from the building created by furnishings installation and leave all areas clean.
- b. Protect carpet during installation of FF&E units and remove any soiled spots from the face of the carpet.
- c. Upon notice by Alameda County, Contractor shall provide the services necessary for touch-ups or restoration of furnishing's finishes as approved by Alameda County, or arrange for return or replacement of the damaged item.
- d. Upon request by Alameda County, Contractor shall furnish technical representatives to provide adjustments of hardware and components at place of installation.

- e. Touch-up and restore finishes in accordance with manufacturer's written recommendations after installation to eliminate any unsatisfactory appearance as determined by Alameda County.
 - (1) For touch-ups, use paint material and colors to match shop applied finish.
- 11. Where requirements indicated on the drawings or specified herein differ or are in conflict with reference standards or code, the reference standard or code shall govern as approved by Alameda County.
- 12. Alameda County's Designated Representative shall be immediately notified by the Contractor in writing should a difference or conflict be discovered to receive instructions in writing before proceeding with that part of the Work.

EXHIBIT A-2

DELIVERABLES

1. Delivery and installation may be required prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
2. Coordination
 - a. Coordinate submittals, following Contracts Award, with project schedule, purchasing, manufacturing lead-times, delivery, other submittals, and activities that require sequential operations. Submittals are not requests for contract modifications.
 - (1) Allow five working days for initial review.
 - (2) Alameda County will not accept submittals from sources other than the Contractor.
 - (3) Contractor shall deliver all submittals to Alameda County's Designated Representative.
3. Preparation
 - a. Place a permanent label on each submittal for identification. Provide a 4-by-5-inch (100-by-125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - (1) Project name and location.
 - (2) Date.
 - (3) Name and address of Alameda County's Designated Representative.
 - (4) Name and address of Contractor.
 - (5) Name and address of manufacturer.
 - (6) Drawing number and detail of reference.

4. Review

a. Alameda County's Designated Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained , as follows:

- (1) "Reviewed: No Exceptions Taken": Final unrestricted release; the work covered by submittal may proceed.
- (2) "Reviewed: Make Corrections as Noted": Final-but-restricted release; the work covered by submittal may proceed provided it complies with Alameda County's Designated Representative's notations and corrections.
- (3) "Not Approved, Revise and Resubmit": Returned for re-submittal; do not proceed with the work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to Alameda County's Designated Representative's notations and corrections.
- (4) "Submit Additional Information": Incomplete; do not proceed with the work covered by submittal. Prepare additional information requested.
- (5) "Action Not Required": Submittal is primarily for information purposes, record purposes, special processing, or other Contractor activity.

5. Submittals

a. Prepare and submit as follows:

- (1) Product Data
 - (a) Submit three copies for each item specified. Include the following:
 - (i.) Data indicating manufacturer's model number and compliance with specified standards and requirements.
 - (ii.) Manufacturer's written instructions and recommendations.
 - (iii.) Rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.

- (2) Shop Drawings when required in the specifications or requested by the Alameda County's Designated Representative:
 - (a) Product Detailed Shop Drawing submittal shall be complete and submitted to Alameda County's Designated Representative for approval in writing prior to the commencement of the furniture fabrication process by the Contractor and the furniture manufacturer.
 - (i.) Shop Drawings shall clearly identify deviations from the CFO Contract Documents to accommodate the installation with the building's architecture.
- (3) Submit Samples of actual material to be used and finished as specified. Submit one set for samples illustrating assembly details, workmanship, fabrication techniques, and similar characteristics; submit three sets for all other samples. Show limits of variations where variations are inherent in the material. Show full pattern repeat. Include product name or name of manufacturer. Submit Samples for each material as follows:
 - (a) Fabric: Manufacturer's standard-size units, not less than size indicated, from dye lot to be used for the work, with specified treatments applied. Mark top and face of fabric.
 - (i.) Upholstery: 3 inches (76 mm) square minimum.
 - (ii.) Panel Fabric: 0.25 yards (228.75 mm).
 - (iii.) Panel Fabric sample submittal shall have the highest priority due to the fabric production long lead time. Panel Fabric submittals shall be received by Alameda County's Designated Representative for submittal review within ten working days following the Contract Award.
 - (b) Exposed Finishes: Manufacturer's standard-size units and not less than 3 inches (76 mm) on substrate used for project.
 - (i.) Where finishes are described as To Be Determined, submit manufacturer's standard color option samples for review and selection by Alameda County's Designated Representative.
 - (c) Hardware and Accessories: Full-size units of drawer and door pulls, drawer slide, hinges, wardrobe coat hook, and wardrobe coat rod.

- (d) Work surface support leg: Submit leg option profiles and dimensions.

6. Delivery and Storage

- a. Comply with manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft:
 - (1) Contractor shall perform an inside building delivery, assembly, and installation at Alameda County Floor Levels Basement, 1, 2, and 3.
 - (2) Contractor shall perform deliveries and installations in phases on a Floor by Floor basis as scheduled by Alameda County Designated Representative.
 - (3) Deliveries shall be made to each Alameda County room with the product types/model numbers/Standard Codes specified in this RFQ's Bid documents and in the quantities and locations specified in this RFQ's Bid documents.
 - (4) Contractor shall coordinate with Alameda County's Designated Representative for Site Access and for the Work Restriction, Use of Premises, and Building Requirements.
 - (5) Contractor shall coordinate with General Contractor and Alameda County's Designated Representative for all building systems, materials and finishes protection requirements for delivery and installation of goods.
 - (6) Deliver goods in manufacturer's original sealed packaging with labels or blanket wrapped with written instructions for handling, storing, protecting, and installing. On receipt, inspect goods for damage. Do not install damaged goods.
 - (7) Inspect products at time of delivery for compliance with the RFQ's Bid Documents and to verify that items are undamaged and properly protected.
 - (8) Delivery shall not be made until goods are required for installation to minimize long-term storage and to prevent overcrowding Project site.
 - (9) Truck Delivery Schedule: Contractor shall develop and submit a Truck Delivery Schedule indicating: 1) the number of trucks to be received on site per day; 2) times of arrival for each truck; and 3) general description of components on each truck prior to receiving the first delivery of

furniture and submit Truck Delivery Schedule to Alameda County's Designated Representative.

- (10) Store goods in a manner that will facilitate inspection and measurement of quantity or counting of units.
- (11) Store heavy items in a manner that will not endanger supporting construction.
- (12) Maintain temperature and humidity within range required by manufacturer's written instructions.
- (13) Cover, ventilate, and protect installed goods from damage caused by moisture, heat, staining, dirt, abrasion, or other conditions that may adversely affect appearance or use.

7. Side Marking

- a. Furniture Contracture shall issue side marking instructions/information to manufacturer at the time of order placement. Side mark labels shall clearly indicate FF&E code number, floor number and room/location number.

8. Handling

- a. Provide wheeled carts, dollies, and hand trucks with pneumatic tires for moving goods.

9. Protection

- a. Protect construction and work of other contracts including terrazzo and carpet flooring, wall surfaces, doors, and door frames. Contractor shall be liable for any loss or damage to any work in place on the job site caused by him or his agents, employees or guests and to replace all damaged or defective work before requesting final acceptance.
 - (1) Install surface protection pads in elevator as required by Alameda County.
 - (2) Protect floors from wheeled carts, dollies, and hand trucks with hardboard.
 - (a) The floor surfaces at ground floor lobby, elevators 1-5 and elevator lobbies at each floor are all terrazzo. For terrazzo floor protection, use plastic sheet material (Coroplast or equivalent).

- (3) Protect columns and comers of walls and elevators.

10. Schedule

- a. Any deliveries to the jobsite made without prior scheduling with Alameda County's Designated Representative will be rejected and rescheduled for another delivery date at the Contractor's expense.

- (1) Traffic Control

- (a) Contractor shall provide and maintain traffic control and flagging during all deliveries, including any required permits for street use.

- (2) Parking

- (a) Vehicular parking will not be provided for this project at any time. Contractor must make its own arrangements for offsite parking.

11. Installation shall comply with manufacturer's specifications, standards and procedures. The Contractor and installer shall be responsible for installation.

12. Fire, smoke, and flammability standards

- a. Contractor shall provide evidence of compliance to the County with the following:

- (1) System furniture shall comply with the requirements of Technical Bulletin 117 of the California Bureau of Home Furnishings.

- (2) Flame Spread Ratings: Provide materials with minimum Class III flame spread rating, 76-200, and Class C smoke density classification, 201-450 and Class II and Class I compliance where required as a minimum by Code.

13. Pre-installation Conference

- a. Upon award, authorized and experienced representatives of the Ancillary Furniture manufacturer and installer shall be available for a meeting or meetings with Alameda County to review:

- (1) Furniture systems quality control requirements including details of construction.

- (2) Availability of materials, electrical and data coordination.
- (3) FF&E Contract Drawings and Specifications.
- (4) On-site conditions affecting or which may affect furniture installations.
- (5) Delivery/installation schedules and sequences.
- (6) Review requirements for inspections, proposed installation procedures, and follow-up meetings.

EXHIBIT A-3

DESCRIPTION OF FURNITURE

1. See Exhibit B-1 Furniture Pricing for a full description of the furniture.
2. The County is under no obligation to purchase any or all items listed in the Exhibit. The County may purchase only select items in the contract. Or the County may purchase all of the items selected.

HAWORTH



CH-17



CH-27

HAWORTH



CH-39



CH-45

HAWORTH®



CH-30



CH-81

HAWORTH

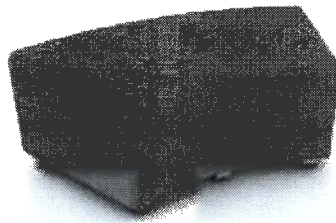


CH-83

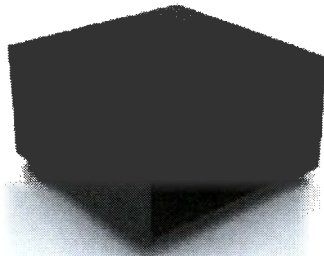


CH-88

HAWORTH



CH-89



TB-80

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County, General Services Agency - Real Property Management Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of Three Hundred Seventy Thousand Seventy-Three dollars (\$370,073). This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT B-1

FURNITURE PRICING

EXHIBIT E-2 ITEMS

Item	Description	Unit Price
1	Haworth Collaborate Disk Base Lounge Chair Model Number: SGG-33-E	\$ 1,397.81
2	Haworth X99 Seminar Chair with Arms Model Number: X840-0120	\$ 299.50
3	Haworth Hello Standard Arm Lounge Chair Model Number: 4854-0011-T	\$ 1,528.36
4	Haworth Hello Mobile Lounge Chair with Fold Away Tablet Model Number: 4855-0043-2ST	\$ 1,771.00
5	Haworth Hello Mobile Lounge Chair with Fold Away Tablet Model Number: 4855-0043-2ST	\$ 1,771.00
6	Haworth SE04 Single Square Lounge Chair Model Number: SLSE-SQ01-3-B	\$ 1,414.30
7	Haworth SE04 Double Square Lounge Chair Model Number: SLSE-SQ02-3-B	\$ 2,886.60
8	Haworth LTB Straight Bench Model Number: SLB-2683-3-SF	\$ 1,111.77
9	Haworth LTB Curved Bench Model Number: SLB-2655-3-CS	\$ 1,197.08
10	Haworth SE04 Wood Square Side Table Model Number: TOSE-SQW	\$ 1,180.71
	Taxable Labor	\$ 2,400.00
	Freight and All Local Deliveries	\$ 400.00
	Installation	\$ 5,014.00
	Monthly Storage Fee	\$65.00 per bay

EXHIBIT E-4 ITEMS

Item	Description	Unit Price
1	Humanscale CPU Holder Model: CPU600W with 16QT Track CPU Holder Finish: White Includes CPU Holder Track Mount Accessory: 16" Quick Track	\$ 54.60
2	Humanscale M2 Monitor Arm, Single Monitor, Clamp Mount Model Number: M8CW1S-IND Finish: Polished Aluminum with White Trim	\$ 98.21

Master Contract No. 901474
Procurement Contract No. 14405

3	Humanscale M2 Monitor Arm, Single Monitor, Clamp Mount Model Number: M8CS1S-IND Finish: Silver with Gray Trim	\$ 98.21
4	Humanscale M/Flex Monitor Arm, 2-Monitors, Clamp Mount Model Number: MF82W22C18-IND	\$ 225.40
5	Humanscale Element Disc LED Task Light - Freestanding Model: ECEBW Color: White	\$ 173.55
6	Humanscale Element Disc LED Task Light - Freestanding Model: ECEBS Color: Silver	\$ 173.55
Taxable Labor		\$ 22,148.81
Freight and All Local Deliveries		\$ 7,000.00
Monthly Storage Fee		\$65.00 per bay

**EXHIBIT C
 INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Unisource Solutions Inc.
PRINCIPAL: Jim Kastner TITLE: CEO
SIGNATURE: [Signature] DATE: 11/28/16

Procurement Contract and PO Creation Checklist

- Contract Type: **Board Letter**
- Vendor Name and ID: **ONE WORKPLACE L FERRARI, LLC**
- New**
- Master Contract No.: **901474**
- Procurement Contract No. (if applicable): **14406**
- Contract Begin & Expiration Date: **12/07/16 – 12/06/19**
- Organization No.: **200700** / Procurement Specialist: **Auditor- Rachelle Webber**
- Requisition Order (Req No.) obtained from client: _____
- Total Contract Amount: **\$ 3,556,321**
- Vendor Awarded Amount (if multiple awarded vendors): **\$ 271,208**
- Amendment Amount (if applicable): **\$ _____**
- If existing contract, current PO No.: _____
- Category (if unsure ask Procurement Specialist): **FURN2**
- Client Department Contact Name: **Ronald Lee Pulliam GENSA**
- Goods Only Contract? **Yes**
- Is Prime Vendor SLEB? **Yes**
 - If No, please check one below:
 - SLEB Subcontractor
 - SLEB Name(s): _____
 - Small: Percentage: _____
 - Emerging: Percentage: _____
 - SLEB is Waived
 - OAP Waiver No.: _____
 - Federal Waiver No.: _____

For Initial Creation of Procurement Contract:

- Authorization to Negotiate Contract DRAFT (**attach**)
- Exhibit C (**attach**)

Board Letters Only – PC needs to be updated prior to Board Letter submission to CAO:

- Board Letter (**attach**)
- Updated Insurance Certificate and Additional Insured Page (**attach**)

Once Contract is approved, attach the following documents for PC update:

- Board Letter and Board Letter Minute Order (**attach**); **OR**
- Recommendation to Award (**attach**)
- Updated Insurance Certificate and Additional Insured Page as needed (**attach**)
- Standard Services Agreement **OR** Amendment (**attach**)

Contract Specialist: **Ariana Figueroa**

PC Created/Updated By: _____

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: ONE WORKPLACE L. FERRARI, LLC
PRINCIPAL: MARK E. FERRARI TITLE: CEO
SIGNATURE: Mark E. Ferrari DATE: 11/22/16

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: One Workplace L. Ferrari, LLC DEPT #: 200700

TITLE/SERVICE: East County Hall of Justice – Ancillary Furniture

DEPT. CONTACT: David Savellano PHONE: (510) 208-9695

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (X) ()

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 77-0516002
No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: One Workplace L. Ferrari, LLC DEPT #: 200700

TITLE/SERVICE: East County Hall of Justice – Ancillary Furniture

DEPT. CONTACT: David Savellano PHONE: (510) 208-9695

I. INFORMATION ABOUT THE CONTRACTOR **YES NO**

1. Is the contractor a corporation or partnership? (X) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()
3. If the answer to BOTH questions is YES, provide the employer ID number here: 77-0516002
 No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
 No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES **YES NO**

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? () ()

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? () ()

2. Will the contractor work more than an average of ten hours per week?
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. () ()


3. Will the County provide more than 20% of the contractor's income? () ()

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

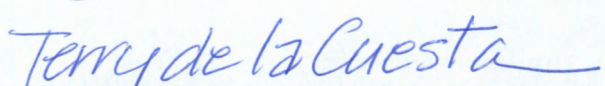
A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

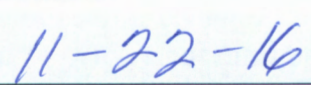
I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.




Contractor Signature




Printed Name



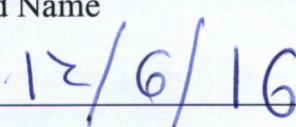
Date



Agency/Department Head/Designee
Signature



Printed Name



Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 12/6, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and One Workplace L. Ferrari, LLC hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain East County Hall of Justice workstation, private office, and common area ancillary furniture designs services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Description of Furniture
- Exhibit A-4 Manufacturer Warranty
- Exhibit B Payment Terms
- Exhibit B-1 Furniture Pricing
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 7, 2016 through December 6, 2019.

The compensation payable to Contractor hereunder shall not exceed Two Hundred Seventy-One Thousand Two Hundred Eight dollars (\$271,208) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

ONE WORKPLACE L. FERRARI,
LLC

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Terry de la Cuesta
(Printed)

Title: Purchasing Agent

Title: Executive Director
Healthcare

Date: 12/6/16

Date: 11-22-16

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT B-1

FURNITURE PRICING

EXHIBIT E-3 ITEMS

		Price
1	Steelcase, Qivi Collaborative Stool	\$ 508.60
2	Steelcase, Qivi Collaborative Chair	\$ 370.47
3	Steelcase, Move Side Chair, Plastic Seat and back, Color: Elementa	\$ 111.49
4	Steelcase, Move Side Chair, Plastic Seat and back, Color: Jazz Blue	\$ 111.49
5	Steelcase, Move Side Chair, Plastic Seat and back, Color: Chili	\$ 111.49
6	Steelcase, Move Side Chair, Plastic Seat and back, Color: Arctic White	\$ 111.49
7	Steelcase, Qivi Collaborative Chair, Color: Graphite	\$ 370.47
8	Steelcase, Qivi Collaborative Chair, Color: Tangerine QN03	\$ 370.47
9	Steelcase, Qivi Collaborative Chair, Color: Tangerine QN03	\$ 370.47
10	Steelcase, Move Side Chair, Plastic Seat and back, Color: Picasso	\$ 111.49
11	Steelcase, Move Side Chair, Plastic Seat and back, Color: Sterling Dark	\$ 111.49
12	Steelcase, Move Dolly, Stacks 10, Unit is set of 3	\$ 861.06
13	Steelcase, Universal Lateral File w/cushion top	\$ 595.75
14	Steelcase, Universal Storage Cabinet w/doors	\$ 557.67
15	Steelcase, Universal Storage Cabinet w/doors	\$ 601.48
16	Steelcase, Universal Storage Cabinet w/doors	\$ 557.67
	Taxable Labor	\$ 41,321.00
	Installation	\$ 499.00
	Monthly Storage Fee	\$ 2,271.00

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. **Telex or facsimile transmission:** When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
Attn: David Savellano

To Contractor: One Workplace L. Ferrari, LLC
2500 De La Cruz Boulevard
Santa Clara, CA 95050
Attn: Rebecca Taari

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither

Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its East County Hall of Justice workstation, private office, and common area ancillary furniture designs services shall not exceed \$271,208 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Description of Furniture
- Exhibit A-4 Manufacturer Warranty

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901474, including any addenda, specifically including Exhibit D, E-1 through E-9, and F-1 through F-9 of the RFQ, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name:	Title:	Phone Number:	Email:
Mary O'Connor	General Manager	(408) 529-1484	moconnor@oneworkplace.com
Terry de la Cuesta	Executive Director	(408) 835-7897	tdelacuesa@oneworkplace.com
Rebecca Taari	Account Executive	(415) 357-2274	rtaari@oneworkplace.com
Andreas Androutsellis	Director of Workplace Studio	(415) 357-2270	aandroutsellis@oneworkplace.com
Widya Soetanto	Designer	(669) 800-2774	wsoetanto@oneworkplace.com
Debra Van Duynhoven	Manager of Project Management	(415) 602-5519	dvanduynhoven@oneworkplace.com

James Collier	Director of Operations Services	(669) 800-2573	jcollier@oneworkplace.com
Leah Beal	Steelcase Strategic Account Manager	(512) 773-5726	Lbeal1@steelcase.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIRMENTS

1. Contractor's responsibilities include, but not limited to:
 - a. Responsible for coordination with General Contractor and Electrical/Data Subcontractor(s) for compatibility of the ancillary furniture, electrical and data wiring system with the buildings' electrical and data wiring system prior to the Contractor finalizing their purchase order specifications to the ancillary furniture manufacturer.
2. Project Pre and Post Substantial Completion Phase
 - a. Contractor's product may be required for delivery and installation prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
3. Delays
 - a. "Unavoidable Delays": The term "unavoidable delay" shall mean and include, but not be limited to: acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the work ordered by the Alameda County insofar as they necessarily require additional time in which to complete the Project; the prevention by the Alameda County of Contractor from commencing or prosecuting the work; the prevention of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's Subconsultants or Subcontractors, or Lower-Tier Subconsultants or Subcontractors, or their employees or agents; the prevention of Contractor from commencing or prosecuting the work because of failure of Alameda County to furnish the necessary materials, when required by the Contract and when requested by Contractor in the manner provided in the Contract; and inability to procure or failure of public utility service.
 - b. "Avoidable Delays": The term "avoidable delay" shall include, but is not limited to:

- (1) Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
- (2) Any delay in the prosecution of parts of the work, which may in itself be unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the work, nor delay the specified Installation Completion Deadline;
- (3) Any delay caused by the untimely review by Contractor of the Contract, including but not limited to the specifications; and/or
- (4) Any delay arising from an interruption in prosecution of the work resulting from reasonable interference from other contractors employed by Alameda County that does not delay the specified Installation Completion Deadline.

4. Storage Fees

- (1) Project construction schedules are subject to change. Should the construction schedule be delayed and thus cause a change to the original established delivery date(s) scheduled (see Notice to Proceed), the Contractor may request storage fees. The first 30 calendar days of storage shall be free of charge and a monthly fee may be requested for the following months. A monthly fee for storage of all the items contained in this contract is found within Exhibit B - Payment Terms. The goods/product shall remain the property of the Contractor until the actual delivery date(s).
- (2) Cost of storage of the goods/product prior to the established delivery date by the County shall be at the Contractor's sole expense.

5. Notice to Proceed (NTP) with Manufacturing the Products

- a. Contractor must receive in writing an NTP with Manufacturing the Products from Alameda County's Designated Representative prior to authorizing the commencement of manufacturing fabrication of the Products by the manufacturer.
- b. Contractor shall submit in writing within three working days to Alameda County's Designated Representative an acknowledgement of receipt of Alameda County's NTP with Manufacturing the Products and shall include the date the Furniture Contractor is authorizing the commencement of manufacturing and fabrication to the manufacturer.

6. Installation

a. Project Premises Visit and Inspection:

- (1) Contractor shall examine the project site and familiarize itself; verify the stage of completion of the premises and the Project prior to delivery; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by Alameda County and the condition of the premises and separate furniture contractors.

b. Examination and Preparation

- (1) Verify furniture layout information shown on Alameda County approved Ancillary Furniture Plan Drawings in relation to existing conditions before laying out the work.
- (2) Contractor shall request Alameda County's Designated Representative's and General Contractor's approval as to the means and materials for layout verification prior to performing the layout verification with non-staining chalk or tape or string or other means of the furniture placement on finished floors for verification by Alameda County's Designated Representative. Contractor is responsible for performing the onsite layout of the work for Alameda County's review and approval prior to delivery and installation of the ancillary furniture.
- (3) Project Site
 - (a) 24 hours before first delivery, examine site, including elevators and loading and staging areas, to confirm conditions for proper performance of the work. Existing damage to building or debris that hinders performance of the work shall immediately be called to attention of Alameda County's Designated Representative.
- (4) Examine goods immediately on delivery and again before installation. Reject damaged or defective goods.
- (5) Environmental Limitations
 - (a) Do not install goods until construction and wet work in spaces, including painting, is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels for project when occupied for its intended use.

(6) Work Hour Restrictions

- (a) Allowable work hours at the project site are 8:00 a.m. to 4:00 p.m. unless otherwise notified in writing by Alameda County's Designated Representative.

7. Mandatory Onsite Mockup Installation

- a. Mockup is a "First Installation" prior to the full delivery and installation of components. Contractor shall provide monitor arms, task lights, or Central Processing Unit holders and shall coordinate with Court and County Designated Representatives for mounting location instructions, and to perform a mockup for approval at one County and one Court Workstation and one County and one Court Office to verify selections and placement locations and to demonstrate aesthetic effects and workmanship for Alameda County's review and approval to proceed.
- b. Locate mockups on project site in a scheduled installation location as specifically directed by Alameda County's Designated Representative.
- c. Notify Alameda County's Designated Representative seven days in advance of dates and times when County and Court mockups will be installed.
- d. Mockup shall be considered a First Installation and remain as a permanent installation at an assigned location designated to receive the Ancillary Furniture as part of the project's installation schedule.
- e. Contractor shall obtain Alameda County's Designated Representative's approval of the County and Court Mockups in writing before proceeding with the remaining full delivery and installation of the remaining product components. Contractor shall retain County and Court Alameda County approved mockups as a control standard for judging the completed work.

8. Furniture, Furnishings, Fixtures, and Equipment (FF&E) Anchorage

- a. Contractor shall be responsible for anchoring all FF&E items to the building to mitigate seismic hazard as required by code and that are as follows:
- (1) Wall mounted furnishings with a weight of 20 lbs. or greater.
- (2) Floor standing furnishings with a height of 60 inches or greater.
- (3) Floor standing furnishings with a weight of 400 lbs. or greater.

- b. Contractor shall submit anchorage method and anchorage locations to project Architect and Alameda County's Designated Representative for written approval to proceed before proceeding with any FF&E anchorage.
 - c. Where FF&E components are requested by Alameda County to be ganged attached to one another, such as two or more lateral file cabinets, such ganging attachments shall be performed by the Contractor at no additional cost to Alameda County.
9. FF&E Requiring Lock and Key System:
- a. Locks
 - (1) Provide six-pin tumbler lock with single-bitted keys. Interchangeable, field-changeable, master keyed lock systems on applicable components. Provide two keys per lock cylinder. All locks from each lock manufacturer shall be master keyed. Provide five master keys from each lock manufacturer.
 - (2) Lock Finish: Chrome (Bright Nickel Plate).
 - b. Keying
 - (1) Provide 499 unique lock combinations before repeats are used
 - (a) Workstations
 - (i.) All components scheduled to receive locks within an individual workstation space will be Keyed Alike.
 - (ii.) Each individual workstation will be Keyed Random to every other individual workstation and individual Private Office.
 - (iii.) Leave two keys in two workstation component lock cylinders in the same workstation space.
 - (iv.) All remaining keys for components within a workstation space shall be tagged with that unique workstation location and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.
 - (b) Private Office

- (i.) All components scheduled to receive locks within an individual Private Office space will be Keyed Alike.
 - (ii.) Each Private Office will be Keyed Random to every other individual workstation and individual Private Office.
 - (iii.) Leave two keys in two Private Office component lock cylinders in the same Private Office space.
 - (iv.) All remaining keys for components within a Private Office space shall be tagged with that unique Private Office location number and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.
- (c) Other Room Types
- (i.) Refer to Alameda County's Designated Representative for lock and key instructions for products specified to receive locks prior to product fabrication.
- (2) Hand deliver all Master Keys and all tagged keys in envelopes to Alameda County's Designated Representative.

10. Cleaning, Protection, and Adjustments

- a. Upon completion of the installation, remove and dispose of all debris in accord with applicable regulatory code from the building created by furnishings installation and leave all areas clean.
- b. Protect carpet during installation of FF&E units and remove any soiled spots from the face of the carpet.
- c. Upon notice by Alameda County, Contractor shall provide the services necessary for touch-ups or restoration of furnishing's finishes as approved by Alameda County, or arrange for return or replacement of the damaged item.
- d. Upon request by Alameda County, Contractor shall furnish technical representatives to provide adjustments of hardware and components at place of installation.
- e. Touch-up and restore finishes in accordance with manufacturer's written recommendations after installation to eliminate any unsatisfactory appearance as determined by Alameda County.

- (1) For touch-ups, use paint material and colors to match shop applied finish.
11. Where requirements indicated on the drawings or specified herein differ or are in conflict with reference standards or code, the reference standard or code shall govern as approved by Alameda County.
12. Alameda County's Designated Representative shall be immediately notified by the Contractor in writing should a difference or conflict be discovered to receive instructions in writing before proceeding with that part of the Work.

EXHIBIT A-2

DELIVERABLES

1. Delivery and installation may be required prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
2. Coordination
 - a. Coordinate submittals, following Contracts Award, with project schedule, purchasing, manufacturing lead-times, delivery, other submittals, and activities that require sequential operations. Submittals are not requests for contract modifications.
 - (1) Allow five working days for initial review.
 - (2) Alameda County will not accept submittals from sources other than the Contractor.
 - (3) Contractor shall deliver all submittals to Alameda County's Designated Representative.
3. Preparation
 - a. Place a permanent label on each submittal for identification. Provide a 4-by-5-inch (100-by-125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - (1) Project name and location.
 - (2) Date.
 - (3) Name and address of Alameda County's Designated Representative.
 - (4) Name and address of Contractor.
 - (5) Name and address of manufacturer.
 - (6) Drawing number and detail of reference.

4. Review

- a. Alameda County's Designated Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained , as follows:
- (1) "Reviewed: No Exceptions Taken": Final unrestricted release; the work covered by submittal may proceed.
 - (2) "Reviewed: Make Corrections as Noted": Final-but-restricted release; the work covered by submittal may proceed provided it complies with Alameda County's Designated Representative's notations and corrections.
 - (3) "Not Approved, Revise and Resubmit": Returned for re-submittal; do not proceed with the work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to Alameda County's Designated Representative's notations and corrections.
 - (4) "Submit Additional Information": Incomplete; do not proceed with the work covered by submittal. Prepare additional information requested.
 - (5) "Action Not Required": Submittal is primarily for information purposes, record purposes, special processing, or other Contractor activity.

5. Submittals

- a. Prepare and submit as follows:
- (1) Product Data
 - (a) Submit three copies for each item specified. Include the following:
 - (i.) Data indicating manufacturer's model number and compliance with specified standards and requirements.
 - (ii.) Manufacturer's written instructions and recommendations.
 - (iii.) Rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
 - (2) Shop Drawings when required in the specifications or requested by the Alameda County's Designated Representative:

- (a) Product Detailed Shop Drawing submittal shall be complete and submitted to Alameda County's Designated Representative for approval in writing prior to the commencement of the furniture fabrication process by the Contractor and the furniture manufacturer.
 - (i.) Shop Drawings shall clearly identify deviations from the CFO Contract Documents to accommodate the installation with the building's architecture.

- (3) Submit Samples of actual material to be used and finished as specified. Submit one set for samples illustrating assembly details, workmanship, fabrication techniques, and similar characteristics; submit three sets for all other samples. Show limits of variations where variations are inherent in the material. Show full pattern repeat. Include product name or name of manufacturer. Submit Samples for each material as follows:
 - (a) Fabric: Manufacturer's standard-size units, not less than size indicated, from dye lot to be used for the work, with specified treatments applied. Mark top and face of fabric.
 - (i.) Upholstery: 3 inches (76 mm) square minimum.
 - (ii.) Panel Fabric: 0.25 yards (228.75 mm).
 - (iii.) Panel Fabric sample submittal shall have the highest priority due to the fabric production long lead time. Panel Fabric submittals shall be received by Alameda County's Designated Representative for submittal review within ten working days following the Contract Award.

 - (b) Exposed Finishes: Manufacturer's standard-size units and not less than 3 inches (76 mm) on substrate used for project.
 - (i.) Where finishes are described as To Be Determined, submit manufacturer's standard color option samples for review and selection by Alameda County's Designated Representative.

 - (c) Hardware and Accessories: Full-size units of drawer and door pulls, drawer slide, hinges, wardrobe coat hook, and wardrobe coat rod.

 - (d) Work surface support leg: Submit leg option profiles and dimensions.

6. Delivery and Storage

- a. Comply with manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft:
- (1) Contractor shall perform an inside building delivery, assembly, and installation at Alameda County Floor Levels Basement, 1, 2, and 3.
 - (2) Contractor shall perform deliveries and installations in phases on a Floor by Floor basis as scheduled by Alameda County Designated Representative.
 - (3) Deliveries shall be made to each Alameda County room with the product types/model numbers/Standard Codes specified in this RFQ's Bid documents and in the quantities and locations specified in this RFQ' Bid documents.
 - (4) Contractor shall coordinate with Alameda County's Designated Representative for Site Access and for the Work Restriction, Use of Premises, and Building Requirements.
 - (5) Contractor shall coordinate with General Contractor and Alameda County's Designated Representative for all building systems, materials and finishes protection requirements for delivery and installation of goods.
 - (6) Deliver goods in manufacturer's original sealed packaging with labels or blanket wrapped with written instructions for handling, storing, protecting, and installing. On receipt, inspect goods for damage. Do not install damaged goods.
 - (7) Inspect products at time of delivery for compliance with the RFQ's Bid Documents and to verify that items are undamaged and properly protected.
 - (8) Delivery shall not be made until goods are required for installation to minimize long-term storage and to prevent overcrowding Project site.
 - (9) Truck Delivery Schedule: Contractor shall develop and submit a Truck Delivery Schedule indicating: 1) the number of trucks to be received on site per day; 2) times of arrival for each truck; and 3) general description of components on each truck prior to receiving the first delivery of furniture and submit Truck Delivery Schedule to Alameda County's Designated Representative.

- (10) Store goods in a manner that will facilitate inspection and measurement of quantity or counting of units.
- (11) Store heavy items in a manner that will not endanger supporting construction.
- (12) Maintain temperature and humidity within range required by manufacturer's written instructions.
- (13) Cover, ventilate, and protect installed goods from damage caused by moisture, heat, staining, dirt, abrasion, or other conditions that may adversely affect appearance or use.

7. Side Marking

- a. Furniture Contracture shall issue side marking instructions/information to manufacturer at the time of order placement. Side mark labels shall clearly indicate FF&E code number, floor number and room/location number.

8. Handling

- a. Provide wheeled carts, dollies, and hand trucks with pneumatic tires for moving goods.

9. Protection

- a. Protect construction and work of other contracts including terrazzo and carpet flooring, wall surfaces, doors, and door frames. Contractor shall be liable for any loss or damage to any work in place on the job site caused by him or his agents, employees or guests and to replace all damaged or defective work before requesting final acceptance.
 - (1) Install surface protection pads in elevator as required by Alameda County.
 - (2) Protect floors from wheeled carts, dollies, and hand trucks with hardboard.
 - (a) The floor surfaces at ground floor lobby, elevators 1-5 and elevator lobbies at each floor are all terrazzo. For terrazzo floor protection, use plastic sheet material (Coroplast or equivalent).
 - (3) Protect columns and comers of walls and elevators.

10. Schedule

a. Any deliveries to the jobsite made without prior scheduling with Alameda County's Designated Representative will be rejected and rescheduled for another delivery date at the Contractor's expense.

(1) Traffic Control

(a) Contractor shall provide and maintain traffic control and flagging during all deliveries, including any required permits for street use.

(2) Parking

(a) Vehicular parking will not be provided for this project at any time. Contractor must make its own arrangements for offsite parking.

11. Installation shall comply with manufacturer's specifications, standards and procedures. The Contractor and installer shall be responsible for installation.

12. Fire, smoke, and flammability standards

a. Contractor shall provide evidence of compliance to the County with the following:

(1) System furniture shall comply with the requirements of Technical Bulletin 117 of the California Bureau of Home Furnishings.

(2) Flame Spread Ratings: Provide materials with minimum Class III flame spread rating, 76-200, and Class C smoke density classification, 201-450 and Class II and Class I compliance where required as a minimum by Code.

13. Pre-installation Conference

a. Upon award, authorized and experienced representatives of the Ancillary Furniture manufacturer and installer shall be available for a meeting or meetings with Alameda County to review:

(1) Furniture systems quality control requirements including details of construction.

(2) Availability of materials, electrical and data coordination.


(3) FF&E Contract Drawings and Specifications.

- (4) On-site conditions affecting or which may affect furniture installations.
- (5) Delivery/installation schedules and sequences.
- (6) Review requirements for inspections, proposed installation procedures, and follow-up meetings.

EXHIBIT A-3

DESCRIPTION OF FURNITURE

1. The County is under no obligation to purchase any or all items listed in the Exhibit. The County may purchase only select items in the contract. Or the County may purchase all of the items selected.

FF&E TAG	CH-07	FF&E STYLE 3	Stool Height
REVISED	8/12/2018	STD DEPTH	22.08
RESPONSIBILITY		STD HEIGHT (in)	38.25-48.5
MANUFACTURER	Steelcase	STD WIDTH (in)	22.5" (Overall width not including base)
PRODUCT LINE	Qivi Stool	STD WEIGHT (LBS)	35
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Task	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stool	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 428710		
DESCRIPTION	<p>Qivi 428 Series Collaborative Stool. Supports various postures. With its pivoting backrest and gliding seat, Qivi adjusts automatically to provide comfort for extended periods of time. Seat height adjusts pneumatically.</p> <p>Dimensions: Chair Overall Width: 22.5" not including base, 28" including base. Seat Depth: 19.88" Chair Height: 38.25"-48.5" Seat Height: 22"-30.25" Between Arms: 20"W Model Number: 428710</p> <p>Base: 5 - Star base, 814F pneumatic seat-height adjustment Seat & Back Fabric: Refer to fabric Fabric Color: Refer to fabric Arms: Arms are painted aluminum with a soft touch painted plastic arm cap Plastic Finish: 6240 Platinum Solid Base Finish: 4790 Platinum Metallic Adjustable foot ring: plastic color Casters: Casters have hard, dual wheels that roll smoothly on carpets. They are 2" for increased mobility. Soft casters are available as an option.</p>		
FABRIC	<p>BACK FABRIC: Steelcase Pattern Name: Qivi Net Color: QND4 Graphite</p> <p>SEAT FABRIC: Steelcase Pattern Name: Cogent Connect Color: 5S25 Graphite</p>		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-07		

FF&E TAG	CH-10	FF&E STYLE 3	Arms
REVISED	8/12/2016	STD DEPTH	22.00
RESPONSIBILITY		STD HEIGHT (in)	33.25"-38.13"
MANUFACTURER	Steelcase	STD WIDTH (in)	22.5" (Overall width not including base)
PRODUCT LINE	Qivi Chair	STD WEIGHT (LBS)	35
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Guest	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Guest	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 428510		
DESCRIPTION	<p>Qivi 428 Series Collaborative Chair Supports various postures. With its pivoting backrest and gliding seat, Qivi adjusts automatically to provide comfort for extended periods of time. Seat height adjusts pneumatically. 4.5" pneumatic seat-height adjustment (17.5" to 22")</p> <p>Model Number: 428510 Seat & Back Fabric: Refer to fabric Fabric Color: Refer to fabric Arms: Arms are painted aluminum with a soft touch painted plastic arm cap Plastic Finish: 6249 Platinum Solid Five-arm base: 4799 Platinum Metallic 2 1/2"-diameter, hard-composition, dual-wheel casters: black</p>		
FABRIC	<p>BACK FABRIC: Steelcase Pattern Name: Qivi Net Color: QND4 Graphite</p> <p>SEAT FABRIC: Steelcase Pattern Name: Cogent Connect Color: 5S35 Graphite</p>		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-10		



SUBSTITUTE FOR
CH-07, CH-10



Qivi
collaborative seating

Steelcase



OPTIMIZED COMFORT, ENHANCED COLLABORATION

People don't just sit in meetings. They interact, brainstorm and create. QM1, an intelligently designed collaborative chair, encourages movement, supports multiple postures and provides comfort for extended periods of time—fostering collaboration in a variety of settings.

AUTOMATIC ADJUSTMENT, MAXIMIZED PERFORMANCE

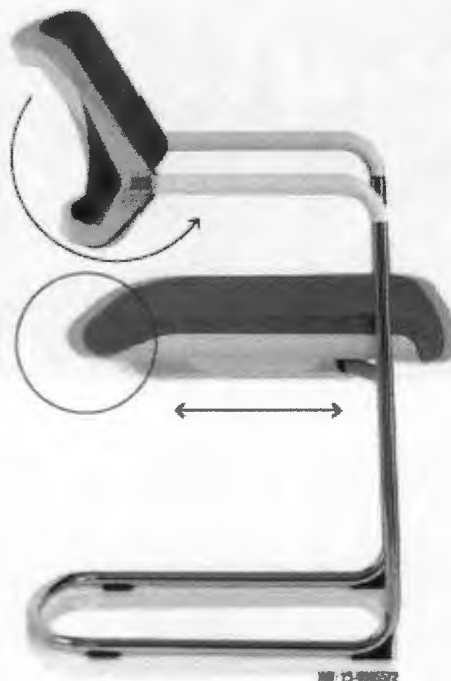
QM1 is designed with a pivoting backrest and gliding seat that allow automatic adjustments in posture or position, keeping workers focused and maximizing performance during collaboration.

PIVOTING BACKREST

Pivoting backrest
naturally adjusts as the
body moves.

GLIDING SEAT

Gliding seat naturally
moves forward and back
with the user, encouraging
posture shift.



MM: 15-000522



COMFORTABLE COLLABORATION

Collaboration is increasingly common in the workplace today. Based on three key observations and insights, Civi was designed to increase comfort during collaboration so workers can focus on the task at hand.

OBSERVATIONS AND INSIGHTS

Observation: Collaboration takes time.
Insight: Chairs should promote movement and be comfortable for long periods of time.

Observation: People don't adjust their chairs while collaborating.
Insight: Adjustments should be automatic and intuitive.

Observation: People change postures when collaborating.
Insight: Chairs should support multiple postures.

VERSATILE, MOBILE

QVi is optimal for working in small or large groups. Its automatic adjustments and ease of mobility help keep meetings productive—whether in adaptable training rooms, impromptu tasking areas, traditional meeting rooms or project rooms. Highly versatile, QVi offers comfort and flexibility to meet the needs of workplaces today and tomorrow.



STATEMENT OF LINE

QWI SEAT



5 star base



5 star base, armrests



sled base



stackable sled base

QWI STOOL



5 star base



5 star base, armrests

DIMENSIONS

	5 star base	Sled base
Seat depth	18.5"	18.5"
Seat width	18.5"	18.5"
Seat height	17.5" to 22"	18.5"
Back height from seat	18.5"	18.5"
Width between arms	20"	20"
Arm height from seat	8.5"	8.5"
Seat glide range	1"	-"
Stool height	38.75" to 45.5"	
Stool height from floor	27" to 33.25"	

SURFACE MATERIALS

Colors are representative and may vary slightly from actual material. For further options, visit us online.

Backrest

- Coconut
- Mat
- Wasabi
- Tangierina
- Scarlet
- Licorice
- Graphite
- Blue Jay

Shell

(backrest, seat shell, arm caps)

- Black
- Platinum
- Arctic White

Base

- Black
- Platinum Metallic
- Arctic White
- Polished Aluminum (5 star base)
- Polished Chrome (sled base)

DESIGN AWARDS

Designed by the Steelcase Design Studio in collaboration with Stefan Brodbeck (brodbeck design Germany).

2012

North America - Spark Design Award

2010


Germany - F Design Award
Germany - Red Dot Award 2010
Japan - Good Design® Award
North America - Good Design® Award

SUSTAINABILITY



PEOPLE. PLANET. PROFIT


By rethinking our business systems and designing our products to avoid negative impacts on humans and the environment, we contribute to a sustainable future for the planet and its people. We commit to advance our practices through continuous learning and building partnerships with our customers, business partners and environmental thought leaders to optimize our performance and contribute to the science and practice of sustainability.

TO FIND OUT MORE VISIT
STEELCASE.COM/SUSTAINABILITY

FF&E TAG	CH-12	FF&E STYLE 3	Molded Plastic
REVISED	8/12/2016	STD DEPTH	20.25
RESPONSIBILITY		STD HEIGHT (in)	31.5
MANUFACTURER	Steelcase	STD WIDTH (in)	21
PRODUCT LINE	Move Guest Chair	STD WEIGHT (LBS)	31.30
CA TB 117 COMPLIANCE	Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Guest	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stacking	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 400410P		
DESCRIPTION	Move Guest Chair Plastic back and seat without arms / Waterfall edge / Stacking / Ganging Seat and Back Finish: Element 6337 Leg Finish: 4799 Platinum Frame Glides: Plastic glides		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-12		



FF&E TAG	CH-12B	FF&E STYLE 3	Molded Plastic
REVISED	8/12/2010	STD DEPTH	20.25
RESPONSIBILITY		STD HEIGHT (in)	31.5
MANUFACTURER	Steelcase	STD WIDTH (in)	21
PRODUCT LINE	Move Guest Chair	STD WEIGHT (LBS)	31.30
CA TB 117 COMPLIANCE	Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Guest	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stacking	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 400410P		
DESCRIPTION	Move Guest Chair Plastic back and seat without arms / Waterfall edge / Stacking / Ganging Seat and Back Finish: Jazz Blue 6336 Leg Finish: 4799 Platinum Frame Glides: Plastic glides		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-12B		

FF&E TAG	CH-12R	FF&E STYLE 3	Molded Plastic
REVISED	8/12/2016	STD DEPTH	20.250
RESPONSIBILITY		STD HEIGHT (in)	31.500
MANUFACTURER	Steelcase	STD WIDTH (in)	21.000
PRODUCT LINE	Move Chair	STD WEIGHT (LBS)	31.3
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Guest	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stacking	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 490410P		
DESCRIPTION	Move Plastic Guest Chair Plastic back and seat without arms / Waterfall edge / Stacking / Ganging Seat and Back Finish: Chiff 6338 Leg Finish: 4799 Platinum Frame Glides: Plastic glides		
FABRIC			
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-12R		



FF&E TAG	CH-12W	FF&E STYLE 3	Molded Plastic
REVISED	8/12/2016	STD DEPTH	20.250
RESPONSIBILITY		STD HEIGHT (in)	31.500
MANUFACTURER	Steelcase	STD WIDTH (in)	21.000
PRODUCT LINE	Move Chair	STD WEIGHT (LBS)	31.3
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Guest	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stacking	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 400410P		
DESCRIPTION	Move Plastic Guest Chair Plastic back and seat without arms / Waterfall edge / Stacking / Ganging Seat and Back Finish: 6009 Arctic White Leg Finish: 4799 Platinum Frame Glides: Plastic glides		
FABRIC			
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-12W		





Move™
multipurpose seating

Steelcase



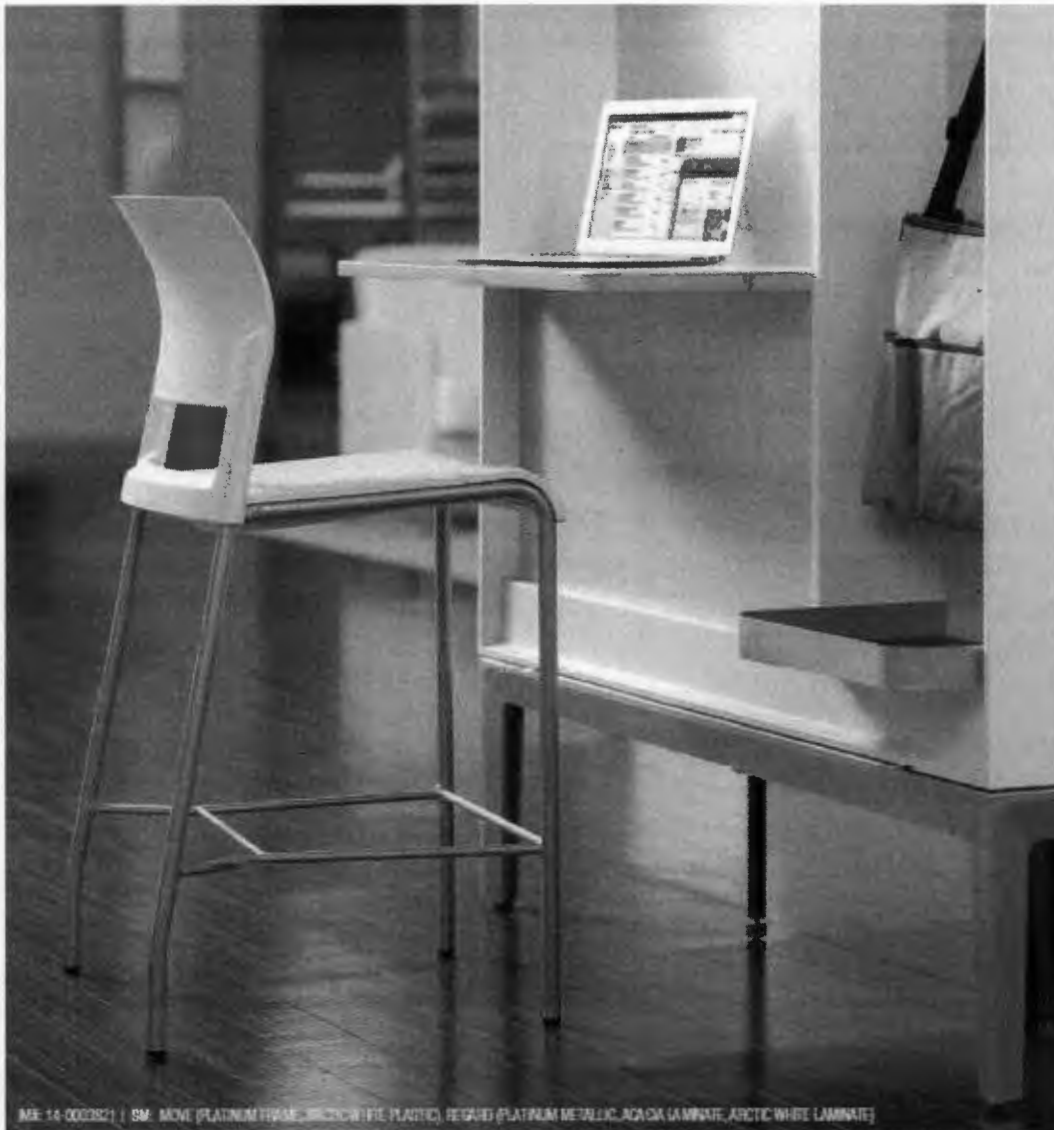
Active Seating

As you sit, you move, so Move was designed to adjust and conform to the natural movements of the body. Comfortable and versatile, this lightweight stackable chair offers seating solutions for a wide range of spaces in the workplace.

Make It Yours

Match an existing office design or outfit a new space with Move. Upholster with fabric, vinyl or leather. Or choose non-upholstered options with 144 possible seat and back color combinations. With a choice of chair, stool, or perching height stool, and a variety of features such as armrests, casters or glides, Move meets every workspace need.



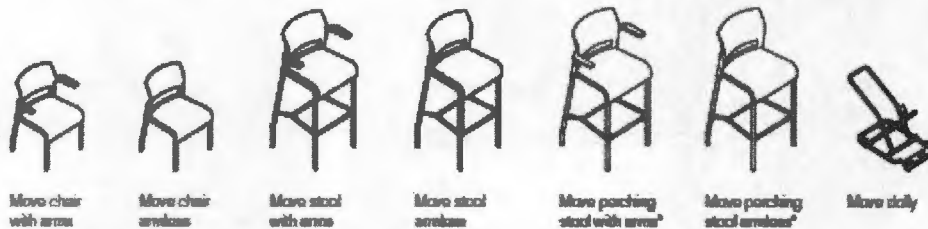


MR-14-0002821 | SM: MOVE (PLATINUM FRAME, HIGH WHITE PLASTIC), REGARD (PLATINUM METALLIC, AKA OAK LAMINATE, ARCTIC WHITE LAMINATE)

In and Out

Sit for a few minutes to check emails or have a quick exchange with a colleague before a meeting. Whether standard height or perching height, which is designed for 36" high worksurfaces, Move stools are the ideal solution for quick interactions in touchdown spaces.

STATEMENT OF LINE



All chairs, stools and parking stools are available in upholstered versions.

*Glide and casters available for chairs and stools; casters not available for parking stools.

SURFACE MATERIALS

Non-upholstered seat and back color options:

- Black 6205
- Chai 6338
- Citron 6332
- Flash 6334
- Wasabi 6335
- Jazz 6336
- Picasso 6333
- Midnight 6250
- Smoking Dark Safford 6059
- Platinum 6240
- Element 6337
- Arctic White 6009

Colors are representative and may vary slightly from actual material.

For further options visit us online.

UPHOLSTERY OPTIONS

Seats and backs can be upholstered with our standard upholstery, leather, healthcare fabrics, or Customer's Own Material (COM).

DIMENSIONS

	Seated Height with Arms	Seated Height without Arms	Stool with Arms	Stool without Arms	Parking Height Stool with Arms	Parking Height Stool without Arms
Overall Depth	20.25"	20.25"	20.25"	20.25"	20.25"	20.25"
Overall Width	25.75"	24"	25.75"	24"	25.75"	24"
Overall Height	31.5"	31.5"	42.5"	42.5"	40"	40"
Functional Seat Depth	18.875"	18.875"	18.875"	18.875"	18.875"	18.875"
Seat Width	19" upholstered 18.25" plastic	19" upholstered 18.25" plastic	19" upholstered 18.25" plastic	19" upholstered 18.25" plastic	19" upholstered 18.25" plastic	19" upholstered 18.25" plastic
Seat Height from Floor	18.5" upholstered 18" plastic	18.5" upholstered 18" plastic	29.5" upholstered 29" plastic	29.5" upholstered 29" plastic	27" upholstered 26.5" plastic	27" upholstered 26.5" plastic
Back Width	19"	19"	19"	19"	19"	19"
Back Height from Seat	15.25" upholstered 15.5" plastic	15.25" upholstered 15.5" plastic	15.25" upholstered 15.5" plastic	15.25" upholstered 15.5" plastic	15.25" upholstered 15.5" plastic	15.25" upholstered 15.5" plastic

SUSTAINABILITY

PEOPLE. PLANET. PROFIT.

By rethinking our business systems and designing our products to avoid negative impacts on humans and the environment, we contribute to a sustainable future for the planet and its people. We commit to advance our practices through continuous learning and building partnerships with our customers, business partners and environmental thought leaders to optimize our performance and contribute to the science and practice of sustainability.

TO FIND OUT MORE, VISIT
WWW.STEELCASE.COM/SUSTAINABILITY

PRODUCT ENVIRONMENTAL CERTIFICATIONS

- MEDC's Cradle to Cradle[®] certification
- BIFMA level[®] 2 certification
- Indoor Advantage[®] Gold from Scientific Certification Systems



CONTENT FOR COLLABORATION

Effective storage can make collaboration more spontaneous and productive. Universal Island files with custom top-loading grids for inspiration, conversation, while also allowing users quick access to their personal possessions. Adjustable Universal Island files in a team space provide storage for supplies and project artifacts, such as samples and sketches, reducing clutter on the workstation.



MAXIMIZING REAL ESTATE

To save workplace real estate, storage should be integrated in innovative ways and do more than simply hold materials. With the unified design aesthetic, Universal storage elegantly defines the workplace. Island files, towers, cabinets, bookcases and bins create boundaries, add visual privacy and effective storage. With a consistent aesthetic and comprehensive storage choices, Universal helps maximize your work environment.





UNIFIED AESTHETICS

Universal storage integrates seamlessly with other Steelcase systems. A natural fit with our most popular lines, such as Catalyst, FrameOne and Arise, Universal works in broad-ranging and panel applications and on 12 different configurations. For a consistent design aesthetic, the clear choice is Universal.

90

UNLIMITED POSSIBILITIES

Our most extensive and versatile storage line, Universal offers an array of sizes, drawer and shelf configurations, choices in steel, laminate and wood veneer, options in pulls, coatings and glazes, as well as both Steelcase standard and custom surface materials.



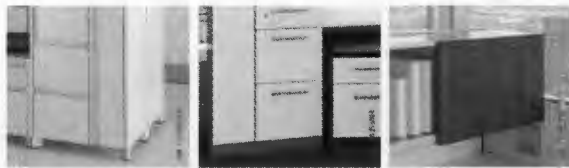
UNIVERSAL WITH AMBER



UNIVERSAL WITH CASCADE



UNIVERSAL WITH FRAMEONE



FLUORIN FRONTS

PROUD STEEL AND LAMINATE FRONTS

WOOD FRONTS



LOCKERS

SH PODS FOR FRAMEONE

FLOATING TOP WITH FRAMEONE



TOWER TO WORKSURFACE BRACKETS

INTERMEDIATE SUPPORTS

STORAGE TO PANEL CONNECTOR



CASCADE GLIDE

FRAMEONE FOOT

UNIVERSAL BASE

STATEMENT OF LINE

LATERAL FILE

H: 17, 27, 37, 47, 57, 67
W: 30, 36, 42
D: 18, 24



COMBINATION CABINET

H: 30, 40, 50
W: 30, 36, 42
D: 18, 24



STORAGE CABINET

H: 20, 42, 50, 57, 67
W: 30, 36, 42
D: 18, 24



WARDROBE

H: 50, 60, 67
W: 30, 36, 42
D: 18, 24



BOOKCASE

H: 20, 42, 50, 57, 67
W: 30, 36, 39, 42
D: 18



OPEN BINE TOWER

H: 40, 50, 67
W: 30
D: 18, 24, 30



DUAL DOOR TOWER

H: 40, 50, 67
W: 30
D: 18, 24



VERTICAL BINDER TOWER

H: 50, 67
W: 30
D: 24, 30



FULL FRONT TOWER

H: 50, 67
W: 30
D: 24



COMBINATION VERTICAL TOWER

H: 50, 67
W: 30
D: 24, 30



FIXED AND MOBILE PEDISTALS

Fixed (8000) 30, 36, 42, 48, 54, 60, 66, 72, 78
Mobile (8000) 30, 36, 42, 48, 54, 60, 66, 72, 78
Mobile (8000) 30, 36, 42, 48, 54, 60, 66, 72, 78



Dimensions listed are nominal.

STATEMENT OF LINE

BISS

Sliding Door Bins 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90
Corner Pedestal 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90



Clear Bin Caddis 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90
In Bin Caddis 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90



SHREKES

L-Shaped Shelving Shelf 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90
Shelf 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90
Pultruded Shelf 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90
Shelving Shelf 16 1/2, 20, 24, 30, 36, 42, 48, 54, 60, 66, 72, 78, 84, 90



Dimensions listed are nominal.

SURFACE MATERIALS

Surface materials shown in brochure:

- 1140 Arctic White fabric
- 5529 Wooded fabric
- 5579 Concrete fabric
- 7342/24 Reddish fabric
- 8032 Onyx White fabric
- 2730 Arctic White fabric
- 2448 Arctic fabric
- 8001 Polished Chrome

Colors are approximate and may vary slightly from actual product.

For further options visit us online.

SUSTAINABILITY

People, Planet, Profit.

By rethinking our business systems and designing our products to avoid negative impacts on humans and the environment, we contribute to a sustainable future for people and the planet. We commit to advance our practices through continuous learning and building partnerships with our customers, business partners and environmental thought leaders to optimize our performance and contribute to the science and practice of sustainability. Learn more at www.steelcase.com/sustainability

Universal Storage

- SCS Indoor Advantage® Gold certified for indoor air quality, including wood veneer options, which are SCS Indoor Advantage® certified.
- FSC® F certified to the FSC® C015282 sustainability standard, excluding wood or bamboo veneers.
- GREENSOURCE Silver Cradle to Cradle® Certified. The U.S. Green Building Council awards LEED points based on the use of Cradle to Cradle certified products.

Recycling & Reuse. We select materials that can be recycled at the end of a product's use, minimize co-mingled components and hardware, and design for easy disassembly and separation of materials.

EXHIBIT A-4

MANUFACTURER WARRANTY

STEELCASE LIMITED LIFETIME WARRANTY for Americas

YOU CAN DEPEND ON US. OUR PRODUCTS. OUR SERVICES. OUR PEOPLE.

Steelcase Inc. ("Steelcase") warrants that Steelcase®, Coalesse®, and Turnstone® brand products (collectively, "Steelcase Branded Products") are free from defects in materials and workmanship for the life of the product, except as set forth below. This warranty applies to Steelcase Branded Products delivered in Americas: United States, Canada, Mexico, Latin America and the Caribbean. The warranty is valid from the date of delivery, regardless of shift usage, to the original purchaser and is non-transferable. Steelcase will repair or replace with comparable product, at its option and free of charge (for materials and components) any product, part or component which fails under normal use. If repair or replacement is not commercially practicable, Steelcase will provide a refund or credit for the affected product.

EXCEPTIONS TO THE LIFETIME COVERAGE

SYSTEMS, STORAGE, DESKS, TABLES AND BENCHING

12 years

Modular power, Post and Beam battle in file, mechanisms, casters and glides, lighting fixtures, Coalesse steel legs, steel bases, and door hinges

5 years

Architectural doors, office systems doors, height adjustable mechanisms and electronics, urethane edge treatments, Steelcase Health overhead tables, articulating and adjustable arms, lighting power supplies, ballasts and LED lighting components, Coalesse Flip Top™ mechanisms, Coalesse occasional table frames

3 years

Personal caddy pad, Campfire® footrest, Kybur® Workstation treadmill parts and wear items (1 year service and labor), Coalesse PowerPod, Coalesse electrical desktop, table top and rail mounted that houses power and/or data, and/or USB, Coalesse Free Stand mechanism and tablet, Coalesse SW 1™ table tablet including slide mechanism, exposed wood legs

SEATING

12 years

Mechanisms, pneumatic cylinders, arm caps, foam, casters and glides, Max Stacker®, Max Stacker® II, Domino wood frame side chairs, tablet arms, Nordi™ personal workspace, Steelcase Health recliner components and optional accessories other than internal structure, Coalesse lounge wood, bent ply or steel frames

5 years

Steelcase Health recliner, sleep and central locking and trendelenburg mechanisms and associated levers and pedals, Steelcase Health heat and massage units, Grody fabric on footrest, Coalesse stacking chairs and dollies

3 years

Coalesse exposed wood frames and wood legs, Lagunitas™ articulating back, LessThanFive™ carbon fiber chair, SW 1 lounge tablet

INTERACTIVE AND ACOUSTIC SOLUTIONS

12 years

ero® trim and brackets

5 years

ero Play and ero projector mounts; Qi® RFID Emitters, Control Modules and Qi Room Control

3 years

ero technology components and accessories, ero stylus, and ero receiver, medscape® technology components; RoomWizard™

1 year

Certified refurbished RoomWizard

BOARDS AND EASELS

12 years

Verb™ teaching lectern and plastic components

5 years

Premium tackboards

3 years

Huddleboard™, Answer® markerboard surfaces, Coalesse Exponents™ markerboard surfaces

WORKTOOLS

12 years

Keyboard mechanisms, flat panel monitor arms, lighting fixtures, vertical cable carrier

5 years

Lighting power supplies, ballasts and LED lighting components; launch pad power components

3 years

Executive office tools, palm rests, Power Fetcher®, USB charging station

SURFACES

12 years

Laminate, wood veneer and solid surface, all standard vertical surface textiles (except Cogent™, Geode and Sprits) and the following seating textiles: Buzz2, Chainmail, Cogent-Connect, and Cogent-Frills, Cricket, Crosswalk, Hampstead, Imperma, Playground, Ragis2, Textal, Stand In, Seating vinyl, Connect 3D, 3D Knit, Jansoy® Mesh, DIM® Net, Riply® Air Mesh, Elmonstical, Elmocott, and Elmotique Leather, Steelcase Leather, I Skin

5 years

Bo Peep, Ensa, Cogent-Geode Seating, Cogent-Geode Vertical, CurvNat™, Gaja-Cradle to Cradle®, Jackie, Link™, Nitelights, Redcorn, Romi, Retrover, Sprits, Spyder, Stoolcut Trio, Zico2, glass surfaces, paint colorfastness, Steelcase Health wood finish

3 years

RTF Steelcase Health casegoods, vinyl wrapped surfaces and acrylic, Coalesse glass, granite, Conan®, Fusion top surfaces, Eri™ projection mesh screen, translucent corner table screen and side table top, Coalesse SW 1 and Lagunitas lent

Steelcase Limited Lifetime Warranty for Americas

WARRANTY DOES NOT APPLY TO PRODUCT DEFECTS, DAMAGE, FAILURE OR LOSS RESULTING FROM:

- Normal wear and tear.
- Failure to apply, install, reconfigure, or maintain products according to published Steelcase or manufacturer instructions and guidelines.
- Abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions).
- Alteration or modification of the product.
- The substitution of any unauthorized non-Steelcase components for use in the place of Steelcase components in an integrated product solution, including but not limited to worksurfaces, leg supports, panels, brackets, shelves, overhead bins and other integral components.

WARRANTY DOES NOT COVER:

- Products considered by Steelcase to be consumables; (e.g., batteries, bulbs/lamps, except projector lamps offer 6 months coverage).
- Variations occurring in surface materials (e.g., colorfastness (except paint), matching grains, textures and colors across dissimilar substrates and lots).
- Select Surfaces/Steelcase Health Graded In/Steelcase Graded in, Custom Surfaces/Steelcase Customer's Own Material (COM), Customer's Own Leather (COL) and Customer's Own Laminates are not covered, except as warranted by the original supplier, for material properties including, but not limited to, quality, colorfastness, shade variations, puddling, wrinkling or abrasions.
- Other manufacturers' products (Steelcase shall pass along any warranty it receives with respect to other manufacturers' branded products, including EMU and Carl Hansen).

WARRANTY PROVIDES EXCLUSIVE REMEDIES:

- Pursuant to this limited warranty, if a product fails under ordinary use as a result of a defect in materials or workmanship, Steelcase will (i) repair or, at Steelcase's option, replace the affected product at no charge, with a new or refurbished product of comparable function, performance and quality or (ii) refund or credit the purchase price for the affected product, at Steelcase's discretion, if Steelcase determines that repair or replacement is not commercially practicable or cannot be timely made.

A product "defect" means an inadequacy in the materials or workmanship of the product that (i) existed at the time when you received the product from Steelcase or a Steelcase Authorized Reseller and (ii) causes a failure of the product to perform under ordinary use in accordance with the materials and documentation accompanying the product.

- An "ordinary use" means use of the product (i) in conformance with all applicable local, state or federal laws, codes and regulations (including without limitation building and/or electrical codes) and (ii) in accordance with manufacturer recommendations and/or instructions in the materials and documentation accompanying the product.
- A "Steelcase Authorized Reseller" means any dealer that (i) is duly authorized by Steelcase to sell the product, (ii) is legally permitted to conduct business in the jurisdiction where the product is sold, and (iii) sells the product new and in its original packaging.
- Replacement parts are covered for 2 years or the balance of the original warranty, whichever is longer.

Steelcase reserves the right to request that the damaged product be returned prior to granting a remedy.

Warranty is non-transferable and valid only for the original purchaser acquiring a product from Steelcase or Steelcase Authorized Reseller for the purchaser's own use and not for resale, remarketing or distribution.

THIS LIMITED WARRANTY IS THE SOLE REMEDY FOR PRODUCT DEFECT AND NO OTHER EXPRESS OR IMPLIED WARRANTY IS PROVIDED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STEELCASE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES.




Call 888.783.3622 or visit ©2016 Steelcase Inc. All rights reserved.
All specifications subject to change without notice. Printed in U.S.A.

EXHIBIT B


PAYMENT TERMS



1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County, General Services Agency - Real Property Management Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of Two Hundred Seventy-One Thousand Two Hundred Eight dollars. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

FF&E TAG	CH-14	FF&E STYLE 3	Arm
REVISED	8/12/2018	STD DEPTH	22.062
RESPONSIBILITY		STD HEIGHT (in)	33.250 – 38.125
MANUFACTURER	Steelcase	STD WIDTH (in)	22.500
PRODUCT LINE	Qivi Chair	STD WEIGHT (LBS)	35
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Guest	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Casters	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 428510		
DESCRIPTION	<p>Qivi 428 Series Collaborative Chair Supports various postures. With its pivoting backrest and gliding seat, Qivi adjusts automatically to provide comfort for extended periods of time. Seat height adjusts pneumatically. 4.5" pneumatic seat-height adjustment (17.5" to 22")</p> <p>Model Number: 428510 Seat & Back Fabric: Refer to fabric Fabric Color: Refer to fabric Arms: Arms are painted aluminum with a soft touch painted plastic arm cap Plastic Finish: 6249 Platinum Solid Five-arm base: 4799 Platinum Metallic 2 1/2" diameter, hard-composition, dual-wheel casters: black</p>		
FABRIC	<p>BACK FABRIC: Steelcase Pattern Name: Qivi Net Color: QND4 Graphite</p> <p>SEAT FABRIC: Steelcase Pattern Name: Cogent Connect Color: 5S25 Graphite</p>		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-14		



FF&E TAG	CH-20	FF&E STYLE 3	Arms
REVISED	8/12/2018	STD DEPTH	22.0625
RESPONSIBILITY		STD HEIGHT (in)	33.25 – 38.125
MANUFACTURER	Steelcase	STD WIDTH (in)	22.50
PRODUCT LINE	Qivi Chair	STD WEIGHT (LBS)	35.00
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Conference	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Midback	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 428510		
DESCRIPTION	<p>Qivi 428 Series Collaborative Chair Supports various postures. With its pivoting backrest and gliding seat, Qivi adjusts automatically to provide comfort for extended periods of time. Seat height adjusts pneumatically. 4.5" pneumatic seat-height adjustment (17.5" to 22")</p> <p>Model Number: 428510 Seat & Back Fabric: Refer to fabric Fabric Color: Refer to fabric Arms: Arms are painted aluminum with a soft touch painted plastic arm cap Plastic Finish: 6249 Platinum Solid Five-arm base: 4799 Platinum Metallic 2 1/2" diameter, hard-composition, dual-wheel casters: black</p>		
FABRIC	<p>BACK FABRIC: Steelcase Pattern Name: Qivi Net Color: QN03 Tangerine</p> <p>SEAT FABRIC: Steelcase Pattern Name: Cogent Connect Color: 5S17 Tangerine</p>		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-20		



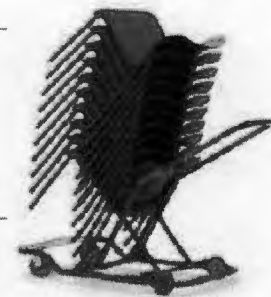
FF&E TAG	CH-21	FF&E STYLE 3	Armless
REVISED	8/12/2018	STD DEPTH	22.0625
RESPONSIBILITY		STD HEIGHT (in)	33.25 – 38.125
MANUFACTURER	Steelcase	STD WIDTH (in)	22.50
PRODUCT LINE	Qivi Chair	STD WEIGHT (LBS)	35.00
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Conference	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Midback	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 428510		
DESCRIPTION	<p>Qivi 428 Series Collaborative Chair Supports various postures. With its pivoting backrest and gliding seat, Qivi adjusts automatically to provide comfort for extended periods of time. Seat height adjusts pneumatically. 4.5" pneumatic seat-height adjustment (17.5" to 22")</p> <p>Model Number: 428510 Seat & Back Fabric: Refer to fabric Fabric Color: Refer to fabric Arms: Arms are painted aluminum with a soft touch painted plastic arm cap Plastic Finish: 6249 Platinum Solid Five-arm base: 4799 Platinum Metallic 2 1/2" diameter, hard-composition, dual-wheel casters: black</p>		
FABRIC	<p>BACK FABRIC: Steelcase Pattern Name: Qivi Net Color: QND3 Tangerine</p> <p>SEAT FABRIC: Steelcase Pattern Name: Cogent Connect Color: 5S17 Tangerine</p>		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-21		

FF&E TAG	CH-40	FF&E STYLE 3	Armless
REVISED	8/12/2016	STD DEPTH	20.250
RESPONSIBILITY		STD HEIGHT (in)	31.250
MANUFACTURER	Steelcase	STD WIDTH (in)	21.000
PRODUCT LINE	Move Chair	STD WEIGHT (LBS)	31.3
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Break	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stacking	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 490410P		
DESCRIPTION	<p>Move Plastic Guest Chair</p> <p>Plastic back and seat without arms / Waterfall edge / Stacking / Ganging Seat and Back Finish: 6333 Picasso Leg Finish: 4799 Platinum Frame Glides: Plastic glides</p>		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-40		



FF&E TAG	CH-41	FF&E STYLE 3	Armless
REVISED	8/12/2016	STD DEPTH	20.250
RESPONSIBILITY		STD HEIGHT (in)	31.250
MANUFACTURER	Steelcase	STD WIDTH (in)	21.000
PRODUCT LINE	Move Chair	STD WEIGHT (LBS)	31.3
CA TB 117 COMPLIANCE	Required / Comply	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Break	ASE PLUMBING	N/A
FF&E STYLE 1	Chair	ASE POWER	N/A
FF&E STYLE 2	Stacking	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 480410P		
DESCRIPTION	<p>Move Plastic Guest Chair</p> <p>Plastic back and seat without arms / Waterfall edge / Stacking / Ganging Seat and Back Finish: 6059 Sterling Dark Leg Finish: 4799 Platinum Frame Glides: Plastic glides</p>		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	CH-41		

FF&E TAG	DOLY100	FF&E STYLE 3	N/A
REVISED	8/12/2018	STD DEPTH	58.500
RESPONSIBILITY		STD HEIGHT (in)	37.500
MANUFACTURER	Steelcase	STD WIDTH (in)	25.500
PRODUCT LINE	Move	STD WEIGHT (LBS)	5
CA TB 117 COMPLIANCE	N/A	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Seating	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Double width	ASE PLUMBING	N/A
FF&E STYLE 1	Side Chairs	ASE POWER	N/A
FF&E STYLE 2	Stack Base	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: 480D		
DESCRIPTION	<p>Transport & Storage Dolly Transport and storage dolly is available to stack, move, and store up to 10 chairs. *Pricing reflects (3) dollies to equal each Herman Miller double-wide unit that holds (28) chairs</p>		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	DOLY100		



FF&E TAG	FL-21	FF&E STYLE 3	36 W
REVISED	8/12/2016	STD DEPTH	18.00
RESPONSIBILITY		STD HEIGHT (in)	28.00
MANUFACTURER	Steelcase	STD WIDTH (in)	36.00
PRODUCT LINE	Universal Metal Storage	STD WEIGHT (LBS)	105.40
CA TB 117 COMPLIANCE	Required	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Storage	ASE MECHANICAL	N/A
FF&E CATEGORY 3	File	ASE PLUMBING	N/A
FF&E STYLE 1	Lateral w/ Cushion Top	ASE POWER	N/A
FF&E STYLE 2	2H	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: Lateral File – RLF1836ZF Cushion Top – RPDC1836F		
DESCRIPTION	Universal Lateral File w/ Cushion Top Configuration: Two 12"H Drawers Paint Finish: Warm White 4700 Top: 1.5"H Cushion Top Lock: Yes Front: Flush Pull: Contemporary Drawer Interior: Side-to-side lining rail		
FABRIC	Architex Pattern: Leatheretta Color: Spur Width: 54" Backing: Polyester Content: 80% Polyurethane / 20% Polyester Durability: 130,000 Wyzenbeck		
ASE & IMPORTANT NOTES			
FF&E TAG END	FL-21		



FF&E TAG	ST-01	FF&E STYLE 3	Metal
REVISED	8/12/2016	STD DEPTH	18.00
RESPONSIBILITY		STD HEIGHT (in)	65.50
MANUFACTURER	Steelcase	STD WIDTH (in)	36.00
PRODUCT LINE	Universal Storage	STD WEIGHT (LBS)	87.50
CA TB 117 COMPLIANCE	N/A	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Storage	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Cabinet	ASE PLUMBING	N/A
FF&E STYLE 1	Bookcase w/ Doors	ASE POWER	N/A
FF&E STYLE 2	SH	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: RSC18305KF		
DESCRIPTION	Universal Storage Cabinet Configuration: 4 Adjustable shelves / 1 Fixed shelf Paint Finish: Platinum Metallic 4799 Lock: Yes Front: Flush Pull: Contemporary		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	ST-01		



FF&E TAG	ST-02	FF&E STYLE 3	Metal
REVISED	8/12/2016	STD DEPTH	18.00
RESPONSIBILITY		STD HEIGHT (in)	65.50
MANUFACTURER	Steelcase	STD WIDTH (in)	42.00
PRODUCT LINE	Universal Storage	STD WEIGHT (LBS)	102.40
CA TB 117 COMPLIANCE	N/A	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Storage	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Cabinet	ASE PLUMBING	N/A
FF&E STYLE 1	Bookcase w/ Doors	ASE POWER	N/A
FF&E STYLE 2	5H	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: RSC18425KF		
DESCRIPTION	65.5" H Storage Cabinet 4 Adjustable shelves Pull: Contemporary Paint Finish: Platinum Metallic 4799 Front: Flush		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	ST-02		



FF&E TAG	ST-55	FF&E STYLE 3	Metal
REVISED	8/12/2016	STD DEPTH	18.00
RESPONSIBILITY		STD HEIGHT (in)	65.50
MANUFACTURER	Steelcase	STD WIDTH (in)	36.00
PRODUCT LINE	Universal Storage	STD WEIGHT (LBS)	87.5
CA TB 117 COMPLIANCE	N/A	ASE	N/A
CA TB 133 COMPLIANCE	N/A	ASE ANCHORAGE	N/A
ADA/CBC COMPLIANCE	N/A	ASE AV	N/A
FF&E CATEGORY 1	Ancillary	ASE DATA LOW VOLTAGE	N/A
FF&E CATEGORY 2	Storage	ASE MECHANICAL	N/A
FF&E CATEGORY 3	Cabinet	ASE PLUMBING	N/A
FF&E STYLE 1	Bookcase w/ Doors	ASE POWER	N/A
FF&E STYLE 2	5H	SHOP DRAWINGS	N/A
DESCRIPTION	Model Number: RSC18385KF		
DESCRIPTION	Universal Storage Cabinet Configuration: 4 Adjustable shelves / 1 Fixed shelf Paint Finish: Platinum Metallic 4799 Lock: Yes Front: Flush Pull: Contemporary		
FABRIC	N/A		
ASE & IMPORTANT NOTES			
FF&E TAG END	ST-55		



SUBSTITUTION FOR FL-21, ST-01, ST-02, ST-55



Universal
storage



MORE THAN FILING

Storage should do more than hold files. It should support your work processes, provide easy access to essential information, and do a lot for efficiency, and contribute to a unified workplace solution.

Universal storage, for both content and personal storage, offers a wide range of storage options, with a variety of features and design options.



35%

In an age of increased mobility, our on-the-go workers (50%+) work in the same space over long periods and require personal storage solutions.

CONTENT CREATION AND STORAGE

Statistica research of workers across industries reveals key findings about the role of content storage.

- Nearly 80% of workers need quick, relevant information in order to do their job.
- The need for collaboration gives rise to team project teams and group work that requires ready access to shared materials.
- Mobile-workers need both short-term storage for project materials and personal items, as well as long-term archival storage.

Procurement Contract and PO Creation Checklist

- Contract Type: **Board Letter**
- Vendor Name and ID: **KBM OFFICE EQUIPMENT INC 26842**
- New**
- Master Contract No.: **901474**
- Procurement Contract No. (if applicable): **14407**
- Contract Begin & Expiration Date: **12/07/16 – 12/06/19**
- Organization No.: **200700** / Procurement Specialist: **Auditor- Rachelle Webber**
- Requisition Order (Req No.) obtained from client: _____
- Total Contract Amount: \$ **3,556,321**
- Vendor Awarded Amount (if multiple awarded vendors): \$ **1,594,834**
- Amendment Amount (if applicable): \$ _____
- If existing contract, current PO No.: _____
- Category (if unsure ask Procurement Specialist): **FURN2**
- Client Department Contact Name: **Ronald Lee Pulliam GENSA**
- Goods Only Contract? **Yes**
- Is Prime Vendor SLEB? **Yes**
 - If No, please check one below:
 - SLEB Subcontractor
 - SLEB Name(s): _____
 - Small: Percentage: _____
 - Emerging: Percentage: _____
 - SLEB is Waived
 - OAP Waiver No.: _____
 - Federal Waiver No.: _____

For Initial Creation of Procurement Contract:

- Authorization to Negotiate Contract DRAFT (**attach**)
- Exhibit C (**attach**)

Board Letters Only – PC needs to be updated prior to Board Letter submission to CAO:

- Board Letter (**attach**)
- Updated Insurance Certificate and Additional Insured Page (**attach**)

Once Contract is approved, attach the following documents for PC update:

- Board Letter and Board Letter Minute Order (**attach**); **OR**
- Recommendation to Award (**attach**)
- Updated Insurance Certificate and Additional Insured Page as needed (**attach**)
- Standard Services Agreement **OR** Amendment (**attach**)

Contract Specialist: **Ariana Figueroa**

PC Created/Updated By: _____



QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: KBM Workspace DEPT #: 200700

TITLE/SERVICE: East County Hall of Justice – Ancillary Furniture

DEPT. CONTACT: David Savellano PHONE: (510) 208-9695

I. INFORMATION ABOUT THE CONTRACTOR YES NO

1. Is the contractor a corporation or partnership? (X) ()

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ()

3. If the answer to BOTH questions is YES, provide the employer ID number here: 94-1442776
No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: _____
No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES YES NO

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()

4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? () ()
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? () ()
- 2. Will the contractor work more than an average of ten hours per week? () ()


IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the County provide more than 20% of the contractor's income? () ()
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.




Contractor Signature

Stan Vuckovich

Printed Name

11/23/2016

Date



Agency/Department Head/Designee Signature

John Glan

Printed Name

12/6/16

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 12/6, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and KBM Workspace hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain East County Hall of Justice workstation, private office, and common area ancillary furniture designs services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Description of Furniture
- Exhibit A-4 Manufacturer Warranties
- Exhibit B Payment Terms
- Exhibit B-1 Furniture Pricing
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E The Iran Contracting Act (ICA) of 2010

The term of this Agreement shall be from December 7, 2016 through December 6, 2019.

The compensation payable to Contractor hereunder shall not exceed One Million Five Hundred Ninety-Four Thousand Eight Hundred Thirty-Four dollars (\$1,594,834) for the term of this Agreement.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

KBM WORKSPACE

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Stan Vuckovich
(Printed)

Title: Purchasing Agent

Title: President/Owner

Date: 12/6/16

Date: 11/23/2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.



GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of



Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar



character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.



7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.



Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest



and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
Attn: David Savellano

To Contractor: KBM Workspace
160 West Santa Clara Street, Suite 102
San Jose, CA 95113
Attn: Lela Huenergardt

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.



Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither



Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no



event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its East County Hall of Justice workstation, private office, and common area ancillary furniture designs services shall not exceed \$1,594,834 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.



- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.



25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.



- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)



incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements
Exhibit A-2 Deliverables
Exhibit A-3 Description of Furniture
Exhibit A-4 Manufacturer Warranties

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901474, including any addenda, specifically including Exhibit D, E-1 through E-9, F-1 through F-9 of the RFQ, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

KBM Workspace

Name:	Title:	Phone Number:	Email:
Mark Dailey	Vice President, Owner	(408) 351-7109	markd@kbmworkspace.com
Stan Vuckovich	President, Owner	(408) 351-7133	stanv@kbmworkspace.com
Lela Huenergardt	Account Manager	(408) 351-7149	lelah@kbmworkspace.com
Jennifer Miller	Director of Design	(408) 351-7136	jenniferm@kbmworkspace.com
Eddie Cabrera Jr.	Junior Project Manager	(408) 213-5440	eddiec@kbmworkspace.com
Jason Lyon	Senior Project Manager	(408) 351-7168	Jasonl@kbmworkspace.com
Shanna Dollarhide	Project Coordinator Team Lead	(408) 351-7011	shannad@kbmworkspace.com

Knoll

Name:	Title:	Phone Number:	Email:
Mike Benigno	Executive Sponsor	(312) 965-1950	Michael_J_Benigno@knoll.com



Jennyfer Aguilera	Regional Director	(415) 238-8356	jaguilera@knoll.com
Gary Zowada	Senior Sales Associate	(415) 623-3423	gzowada@knoll.com
Neda Thiele	Architecture and Design Manager	(415) 623-3424	nthiele@knoll.com
Julia Mari	Technical Resources	(415) 837-2100	jmari@knoll.com
Dennis Gravett	Field Services	(510) 629-0839	dennis@knollfieldservice.com
Gary Henry	Customer Service Account Manager	(215) 679-1678	ghenry@knoll.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Contractor's responsibilities include, but not limited to:
 - a. Responsible for coordination with General Contractor and Electrical/Data Subcontractor(s) for compatibility of the ancillary furniture, electrical and data wiring system with the buildings' electrical and data wiring system prior to the Contractor finalizing their purchase order specifications to the ancillary furniture manufacturer.
2. Project Pre and Post Substantial Completion Phase
 - a. Contractor's product may be required for delivery and installation prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
3. Delays
 - a. "Unavoidable Delays": The term "unavoidable delay" shall mean and include, but not be limited to: acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the work ordered by the Alameda County insofar as they necessarily require additional time in which to complete the Project; the prevention by the Alameda County of Contractor from commencing or prosecuting the work; the prevention of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's Subconsultants or Subcontractors, or Lower-Tier Subconsultants or Subcontractors, or their employees or agents; the prevention of Contractor from commencing or prosecuting the work because of failure of Alameda County to furnish the necessary materials, when required by the Contract and when requested by Contractor in the manner provided in the Contract; and inability to procure or failure of public utility service.



- b. "Avoidable Delays": The term "avoidable delay" shall include, but is not limited to:
- (1) Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
 - (2) Any delay in the prosecution of parts of the work, which may in itself be unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the work, nor delay the specified Installation Completion Deadline;
 - (3) Any delay caused by the untimely review by Contractor of the Contract, including but not limited to the specifications; and/or
 - (4) Any delay arising from an interruption in prosecution of the work resulting from reasonable interference from other contractors employed by Alameda County that does not delay the specified Installation Completion Deadline.

4. Storage Fees

- (1) Project construction schedules are subject to change. Should the construction schedule be delayed and thus cause a change to the original established delivery date(s) scheduled (see Notice to Proceed), the Contractor may request storage fees. The first 30 calendar days of storage shall be free of charge and a monthly fee may be requested for the following months. A monthly fee for storage of all the items contained in this contract is found within Exhibit B - Payment Terms. The goods/product shall remain the property of the Contractor until the actual delivery date(s).
- (2) Cost of storage of the goods/product prior to the established delivery date by the County shall be at the Contractor's sole expense.

5. Notice to Proceed (NTP) with Manufacturing the Products

- a. Contractor must receive in writing an NTP with Manufacturing the Products from Alameda County's Designated Representative prior to authorizing the commencement of manufacturing fabrication of the Products by the manufacturer.
- b. Contractor shall submit in writing within three working days to Alameda County's Designated Representative an acknowledgement of receipt of Alameda County's NTP with Manufacturing the Products and shall include the date the



Furniture Contractor is authorizing the commencement of manufacturing and fabrication to the manufacturer.

6. Installation

a. Project Premises Visit and Inspection:

- (1) Contractor shall examine the project site and familiarize itself; verify the stage of completion of the premises and the Project prior to delivery; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by Alameda County and the condition of the premises and separate furniture contractors.

b. Examination and Preparation

- (1) Verify furniture layout information shown on Alameda County approved Ancillary Furniture Plan Drawings in relation to existing conditions before laying out the work.
- (2) Contractor shall request Alameda County's Designated Representative's and General Contractor's approval as to the means and materials for layout verification prior to performing the layout verification with non-staining chalk or tape or string or other means of the furniture placement on finished floors for verification by Alameda County's Designated Representative. Contractor is responsible for performing the onsite layout of the work for Alameda County's review and approval prior to delivery and installation of the ancillary furniture.
- (3) Project Site
 - (a) 24 hours before first delivery, examine site, including elevators and loading and staging areas, to confirm conditions for proper performance of the work. Existing damage to building or debris that hinders performance of the work shall immediately be called to attention of Alameda County's Designated Representative.
- (4) Examine goods immediately on delivery and again before installation. Reject damaged or defective goods.
- (5) Environmental Limitations
 - (a) Do not install goods until construction and wet work in spaces, including painting, is complete and dry, work above ceilings is



complete, and ambient temperature and humidity conditions are maintained at the levels for project when occupied for its intended use.

(6) Work Hour Restrictions

- (a) Allowable work hours at the project site are 8:00 a.m. to 4:00 p.m. unless otherwise notified in writing by Alameda County's Designated Representative.

7. Mandatory Onsite Mockup Installation

- a. Mockup is a "First Installation" prior to the full delivery and installation of components. Contractor shall provide monitor arms, task lights, or Central Processing Unit holders and shall coordinate with Court and County Designated Representatives for mounting location instructions, and to perform a mockup for approval at one County and one Court Workstation and one County and one Court Office to verify selections and placement locations and to demonstrate aesthetic effects and workmanship for Alameda County's review and approval to proceed.
- b. Locate mockups on project site in a scheduled installation location as specifically directed by Alameda County's Designated Representative.
- c. Notify Alameda County's Designated Representative seven days in advance of dates and times when County and Court mockups will be installed.
- d. Mockup shall be considered a First Installation and remain as a permanent installation at an assigned location designated to receive the Ancillary Furniture as part of the project's installation schedule.
- e. Contractor shall obtain Alameda County's Designated Representative's approval of the County and Court Mockups in writing before proceeding with the remaining full delivery and installation of the remaining product components. Contractor shall retain County and Court Alameda County approved mockups as a control standard for judging the completed work.

8. Furniture, Furnishings, Fixtures, and Equipment (FF&E) Anchorage

- a. Contractor shall be responsible for anchoring all FF&E items to the building to mitigate seismic hazard as required by code and that are as follows:
- (1) Wall mounted furnishings with a weight of 20 lbs. or greater.



- (2) Floor standing furnishings with a height of 60 inches or greater.
 - (3) Floor standing furnishings with a weight of 400 lbs. or greater.
- b. Contractor shall submit anchorage method and anchorage locations to project Architect and Alameda County's Designated Representative for written approval to proceed before proceeding with any FF&E anchorage.
 - c. Where FF&E components are requested by Alameda County to be ganged attached to one another, such as two or more lateral file cabinets, such ganging attachments shall be performed by the Contractor at no additional cost to Alameda County.
9. FF&E Requiring Lock and Key System:
- a. Locks
 - (1) Provide six-pin tumbler lock with single-bitted keys. Interchangeable, field-changeable, master keyed lock systems on applicable components. Provide two keys per lock cylinder. All locks from each lock manufacturer shall be master keyed. Provide five master keys from each lock manufacturer.
 - (2) Lock Finish: Chrome (Bright Nickel Plate).
 - b. Keying
 - (1) Provide 499 unique lock combinations before repeats are used
 - (a) Workstations
 - (i.) All components scheduled to receive locks within an individual workstation space will be Keyed Alike.
 - (ii.) Each individual workstation will be Keyed Random to every other individual workstation and individual Private Office.
 - (iii.) Leave two keys in two workstation component lock cylinders in the same workstation space.
 - (iv.) All remaining keys for components within a workstation space shall be tagged with that unique workstation location and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.



(b) Private Office

- (i.) All components scheduled to receive locks within an individual Private Office space will be Keyed Alike.
- (ii.) Each Private Office will be Keyed Random to every other individual workstation and individual Private Office.
- (iii.) Leave two keys in two Private Office component lock cylinders in the same Private Office space.
- (iv.) All remaining keys for components within a Private Office space shall be tagged with that unique Private Office location number and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(c) Other Room Types

- (i.) Refer to Alameda County's Designated Representative for lock and key instructions for products specified to receive locks prior to product fabrication.

- (2) Hand deliver all Master Keys and all tagged keys in envelopes to Alameda County's Designated Representative.

10. Cleaning, Protection, and Adjustments

- a. Upon completion of the installation, remove and dispose of all debris in accord with applicable regulatory code from the building created by furnishings installation and leave all areas clean.
- b. Protect carpet during installation of FF&E units and remove any soiled spots from the face of the carpet.
- c. Upon notice by Alameda County, Contractor shall provide the services necessary for touch-ups or restoration of furnishing's finishes as approved by Alameda County, or arrange for return or replacement of the damaged item.
- d. Upon request by Alameda County, Contractor shall furnish technical representatives to provide adjustments of hardware and components at place of installation.



- e. Touch-up and restore finishes in accordance with manufacturer's written recommendations after installation to eliminate any unsatisfactory appearance as determined by Alameda County.
 - (1) For touch-ups, use paint material and colors to match shop applied finish.
- 11. Where requirements indicated on the drawings or specified herein differ or are in conflict with reference standards or code, the reference standard or code shall govern as approved by Alameda County.
- 12. Alameda County's Designated Representative shall be immediately notified by the Contractor in writing should a difference or conflict be discovered to receive instructions in writing before proceeding with that part of the Work.



EXHIBIT A-2

DELIVERABLES

1. Delivery and installation may be required prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
2. Coordination
 - a. Coordinate submittals, following Contracts Award, with project schedule, purchasing, manufacturing lead-times, delivery, other submittals, and activities that require sequential operations. Submittals are not requests for contract modifications.
 - (1) Allow five working days for initial review.
 - (2) Alameda County will not accept submittals from sources other than the Contractor.
 - (3) Contractor shall deliver all submittals to Alameda County's Designated Representative.
3. Preparation
 - a. Place a permanent label on each submittal for identification. Provide a 4-by-5-inch (100-by-125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - (1) Project name and location.
 - (2) Date.
 - (3) Name and address of Alameda County's Designated Representative.
 - (4) Name and address of Contractor.
 - (5) Name and address of manufacturer.
 - (6) Drawing number and detail of reference.



4. Review

- a. Alameda County's Designated Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained , as follows:
- (1) "Reviewed: No Exceptions Taken": Final unrestricted release; the work covered by submittal may proceed.
 - (2) "Reviewed: Make Corrections as Noted": Final-but-restricted release; the work covered by submittal may proceed provided it complies with Alameda County's Designated Representative's notations and corrections.
 - (3) "Not Approved, Revise and Resubmit": Returned for re-submittal; do not proceed with the work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to Alameda County's Designated Representative's notations and corrections.
 - (4) "Submit Additional Information": Incomplete; do not proceed with the work covered by submittal. Prepare additional information requested.
 - (5) "Action Not Required": Submittal is primarily for information purposes, record purposes, special processing, or other Contractor activity.

5. Submittals

- a. Prepare and submit as follows:
- (1) Product Data
 - (a) Submit three copies for each item specified. Include the following:
 - (i.) Data indicating manufacturer's model number and compliance with specified standards and requirements.
 - (ii.) Manufacturer's written instructions and recommendations.
 - (iii.) Rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
 - (2) Shop Drawings when required in the specifications or requested by the Alameda County's Designated Representative:



- (a) Product Detailed Shop Drawing submittal shall be complete and submitted to Alameda County's Designated Representative for approval in writing prior to the commencement of the furniture fabrication process by the Contractor and the furniture manufacturer.
 - (i.) Shop Drawings shall clearly identify deviations from the CFO Contract Documents to accommodate the installation with the building's architecture.

- (3) Submit Samples of actual material to be used and finished as specified. Submit one set for samples illustrating assembly details, workmanship, fabrication techniques, and similar characteristics; submit three sets for all other samples. Show limits of variations where variations are inherent in the material. Show full pattern repeat. Include product name or name of manufacturer. Submit Samples for each material as follows:
 - (a) Fabric: Manufacturer's standard-size units, not less than size indicated, from dye lot to be used for the work, with specified treatments applied. Mark top and face of fabric.
 - (i.) Upholstery: 3 inches (76 mm) square minimum.
 - (ii.) Panel Fabric: 0.25 yards (228.75 mm).
 - (iii.) Panel Fabric sample submittal shall have the highest priority due to the fabric production long lead time. Panel Fabric submittals shall be received by Alameda County's Designated Representative for submittal review within ten working days following the Contract Award.

 - (b) Exposed Finishes: Manufacturer's standard-size units and not less than 3 inches (76 mm) on substrate used for project.
 - (i.) Where finishes are described as To Be Determined, submit manufacturer's standard color option samples for review and selection by Alameda County's Designated Representative.

 - (c) Hardware and Accessories: Full-size units of drawer and door pulls, drawer slide, hinges, wardrobe coat hook, and wardrobe coat rod.

 - (d) Work surface support leg: Submit leg option profiles and dimensions.



6. Delivery and Storage

- a. Comply with manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft:
- (1) Contractor shall perform an inside building delivery, assembly, and installation at Alameda County Floor Levels Basement, 1, 2, and 3.
 - (2) Contractor shall perform deliveries and installations in phases on a Floor by Floor basis as scheduled by Alameda County Designated Representative.
 - (3) Deliveries shall be made to each Alameda County room with the product types/model numbers/Standard Codes specified in this RFQ's Bid documents and in the quantities and locations specified in this RFP's Bid documents.
 - (4) Contractor shall coordinate with Alameda County's Designated Representative for Site Access and for the Work Restriction, Use of Premises, and Building Requirements.
 - (5) Contractor shall coordinate with General Contractor and Alameda County's Designated Representative for all building systems, materials and finishes protection requirements for delivery and installation of goods.
 - (6) Deliver goods in manufacturer's original sealed packaging with labels or blanket wrapped with written instructions for handling, storing, protecting, and installing. On receipt, inspect goods for damage. Do not install damaged goods.
 - (7) Inspect products at time of delivery for compliance with the RFQ's Bid Documents and to verify that items are undamaged and properly protected.
 - (8) Delivery shall not be made until goods are required for installation to minimize long-term storage and to prevent overcrowding Project site.
 - (9) Truck Delivery Schedule: Contractor shall develop and submit a Truck Delivery Schedule indicating: 1) the number of trucks to be received on site per day; 2) times of arrival for each truck; and 3) general description of components on each truck prior to receiving the first delivery of furniture and submit Truck Delivery Schedule to Alameda County's Designated Representative.



- (10) Store goods in a manner that will facilitate inspection and measurement of quantity or counting of units.
- (11) Store heavy items in a manner that will not endanger supporting construction.
- (12) Maintain temperature and humidity within range required by manufacturer's written instructions.
- (13) Cover, ventilate, and protect installed goods from damage caused by moisture, heat, staining, dirt, abrasion, or other conditions that may adversely affect appearance or use.

7. Side Marking

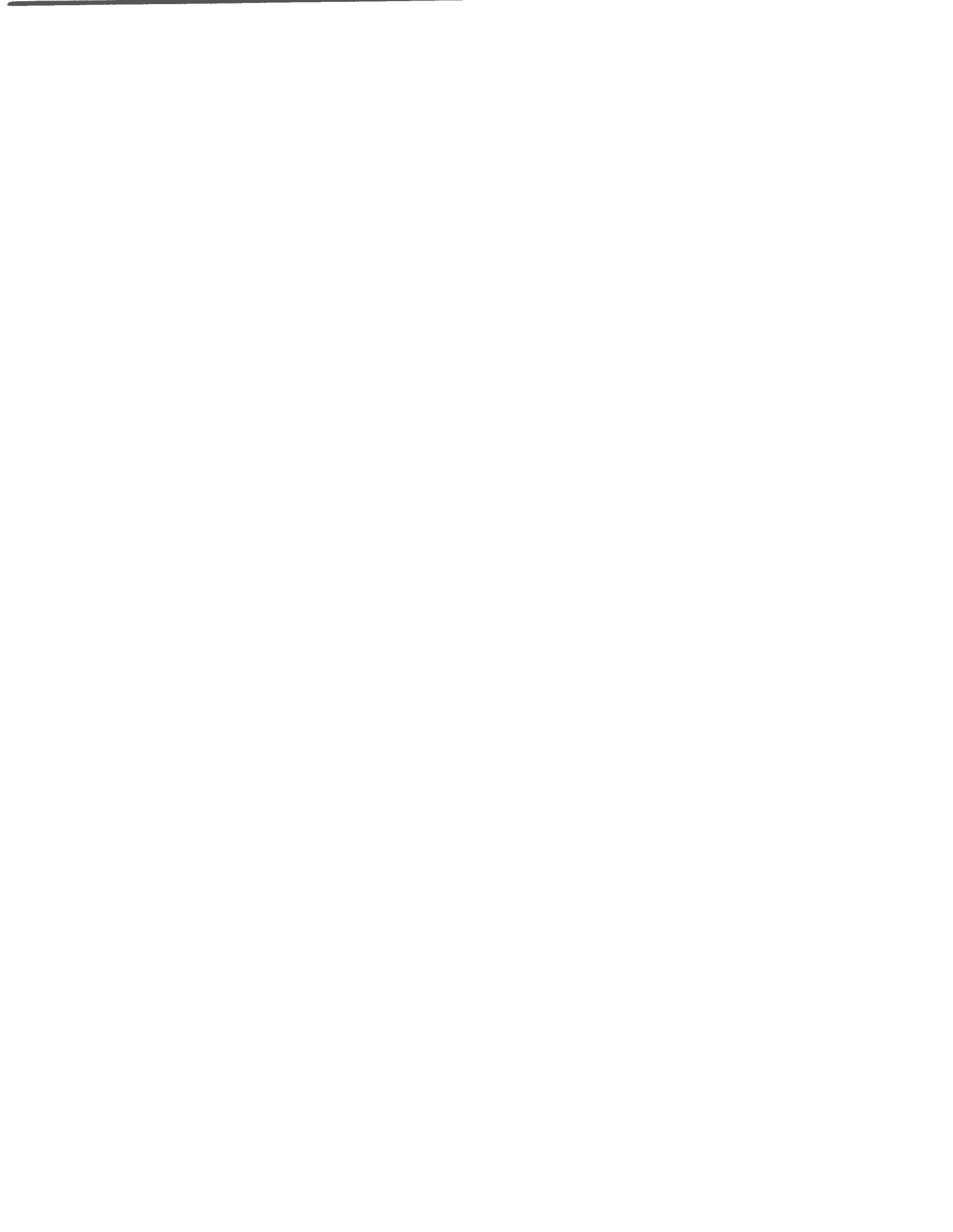
- a. Furniture Contracture shall issue side marking instructions/information to manufacturer at the time of order placement. Side mark labels shall clearly indicate FF&E code number, floor number and room/location number.

8. Handling

- a. Provide wheeled carts, dollies, and hand trucks with pneumatic tires for moving goods.

9. Protection

- a. Protect construction and work of other contracts including terrazzo and carpet flooring, wall surfaces, doors, and door frames. Contractor shall be liable for any loss or damage to any work in place on the job site caused by him or his agents, employees or guests and to replace all damaged or defective work before requesting final acceptance.
 - (1) Install surface protection pads in elevator as required by Alameda County.
 - (2) Protect floors from wheeled carts, dollies, and hand trucks with hardboard.
 - (a) The floor surfaces at ground floor lobby, elevators 1-5 and elevator lobbies at each floor are all terrazzo. For terrazzo floor protection, use plastic sheet material (Coroplast or equivalent).
 - (3) Protect columns and comers of walls and elevators.



10. Schedule
 - a. Any deliveries to the jobsite made without prior scheduling with Alameda County's Designated Representative will be rejected and rescheduled for another delivery date at the Contractor's expense.
 - (1) Traffic Control
 - (a) Contractor shall provide and maintain traffic control and flagging during all deliveries, including any required permits for street use.
 - (2) Parking
 - (a) Vehicular parking will not be provided for this project at any time. Contractor must make its own arrangements for offsite parking.
11. Installation shall comply with manufacturer's specifications, standards and procedures. The Contractor and installer shall be responsible for installation.
12. Fire, smoke, and flammability standards
 - a. Contractor shall provide evidence of compliance to the County with the following:
 - (1) System furniture shall comply with the requirements of Technical Bulletin 117 of the California Bureau of Home Furnishings.
 - (2) Flame Spread Ratings: Provide materials with minimum Class III flame spread rating, 76-200, and Class C smoke density classification, 201-450 and Class II and Class I compliance where required as a minimum by Code.
13. Pre-installation Conference
 - a. Upon award, authorized and experienced representatives of the Ancillary Furniture manufacturer and installer shall be available for a meeting or meetings with Alameda County to review:
 - (1) Furniture systems quality control requirements including details of construction.
 - (2) Availability of materials, electrical and data coordination.
 - (3) FF&E Contract Drawings and Specifications.



- (4) On-site conditions affecting or which may affect furniture installations.
- (5) Delivery/installation schedules and sequences.
- (6) Review requirements for inspections, proposed installation procedures, and follow-up meetings.



EXHIBIT A-3

DESCRIPTION OF FURNITURE

1. See Exhibit B-1 Furniture Pricing for a full description of the furniture.
2. The County is under no obligation to purchase any or all items listed in the Exhibit. The County may purchase only select items in the contract. Or the County may purchase all of the items selected.



Lancaster Auditorium Style Fixed Seating, by KI

Lancaster auditorium seating (named after the Lancastrian system of classroom design) increases learning and retention by providing comfortable seating for students at an affordable price. You feel more "give" with the resilient sheet-webbing support and more comfort from extra-thick three-inch foam seat cushions and contoured backs. Four seat spacings (20", 22", 23" and 24") accommodate many user body types. Lancaster bariatric seating, designed to provide maximum strength and design continuity, is available in two bariatric seat widths: 30" or 36". Gravity-lift seat returns ensure the auditorium looks beautiful even when not in use.

KI





Perth Glider, by KI

The Perth® medical glider both rocks and swivels 360 degrees, offering a greater range of motion to help patients relax throughout the healing process. Perth gliders blend dynamic motion with therapeutic comfort. Hardwood arms add warmth and strength and an optional moisture barrier further protects the investment. Add a lifetime warranty and you know we have a long-term commitment to you and your patients.



Calibre®, by Knoll

In today's office landscape, change is constant and available space is disappearing. Calibre filing and storage maximizes your organizational options without compromising valuable work space. 1.8" drawer-in-height increments mean less wasted vertical space and greater utility per case.

Calibre integrates seamlessly with other Knoll products to bring durable, intelligent storage to any work place. From documents and binders to coats and office supplies, Calibre provides a place for everything.





Generation™ Task Chair,
by Knoll

Generation™ responds to ergonomic research, which challenges the idea that we only sit in a single forward-facing position. Generation™ is designed to support the range of postures and workstyles typical of today's workplace. Generation takes the idea of elastic design—where a product rearranges itself in response to its user—to a new level.



MultiGeneration™ Chair,
by Knoll

MultiGeneration™ encourages collaboration with a responsive, open design that supports multiple postures and a diversity of people in shared, team and large group environments. MultiGeneration encourages natural movement, allowing us to focus, interact and communicate more effectively.







Florence Knoll Bench,
by Knoll

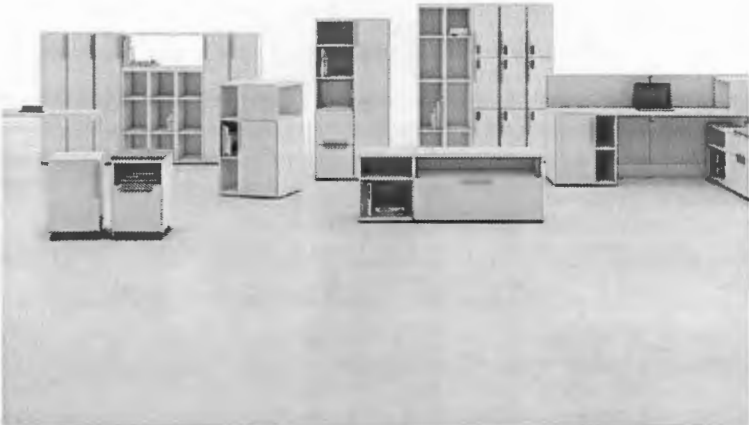
Designed in 1954 as what Florence Knoll modestly referred to as one of the "fill-in pieces that no one else wants to do," the Florence Knoll Bench now stands as a defining example of modern design. Consistent with all of her designs, the bench has a spare, geometric profile that reflects the objective perfectionism and rational design approach Florence Knoll learned from her mentor, Mies van der Rohe.



Washington Skin™ &
Skeleton™, by Knoll

David Adjaye's cantilevered chairs establish a play between propping and balancing, so that they are simultaneously functional and sculptural. Washington Skin™ is a colorful solid, while its inverted counterpart, Washington Skeleton™, is reduced to a fine geometric lattice sharing the same envelope.





Anchor™, by Knoll

Anchor is a preconfigured collection of user-friendly storage that addresses an individual's organizational needs in the changing workplace. The broad scope including credenzas, pedestals, work surface stacks, towers and lockers features a neutral aesthetic and key dimensional alignments, which ensure easy coordination with Dividende Horizon® and Ammann® Workspaces.

Offered in a variety of configurations including all-open, fully enclosed, or a blended solution of open and door/drawer configurations, Anchor provides a balance of accessible and secure storage.



Pixel™ Table, by Knoll

In today's fast-paced world, space and time are always at a premium. Effective multi-use spaces rely on furniture that empowers teams to create environments for focused work, collaboration and casual connections, according to their needs.

Pixel tables are quickly and easily reconfigured by a single user, saving time and maximizing productivity. High-performance design details ensure continued performance in the most active, demanding environments.





Pensi Table, by Knoll

The Pensi Table, with its beautifully polished cast aluminum base, is the perfect match to the award-winning Toledo Chair, also designed by Jorge Pensi. The table is available in a range of shapes and sizes, from a small café table to a generous table for six, all offered in three unique top finishes — two acid-etched stainless steel patterns and one metallic laminate designed for outdoor applications.



1966 Exterior Square Dining
Table, by Knoll

Richard Schultz designed the 1966 Collection at the request of Florence Knoll who, after retiring, wanted outdoor furniture that could withstand the corrosive Florida ocean air. The 1966 Collection is regarded as the first modern outdoor furniture and has been the category standard ever since.







Antenna Simple Round Table, by Knoll

Antenna Simple tables are independent, linkable tables with a contemporary and neutral aesthetic. Simple tables are versatile, mobile tables with enhanced performance for office, higher education and residential applications.

With options to add privacy screens, modesty panels or power components, Antenna Simple tables support multiple modes of working within a single work environment. A user-friendly linking feature and continuous power capability supports adaptable Assembly spaces.

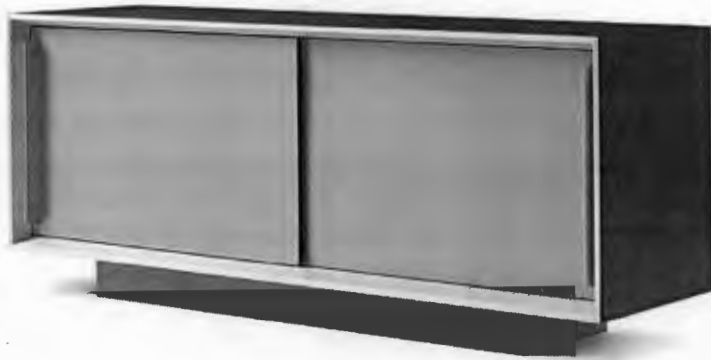


Antenna Round Table, by Knoll

The Antenna Workspace system includes a wide range of tables and table desks suitable for every application in the office. The modular design of Antenna table components allows for the creation of nearly limitless configurations.

Options include two leg styles (Desk Legs and Table Desk Legs), four fixed leg heights, two adjustable height legs, and a vast selection of worksurfaces in varied sizes and shapes. Casters, screens, linking hardware and technology accessories expand the flexibility and functionality of the Antenna Tables and Table Desks collection.





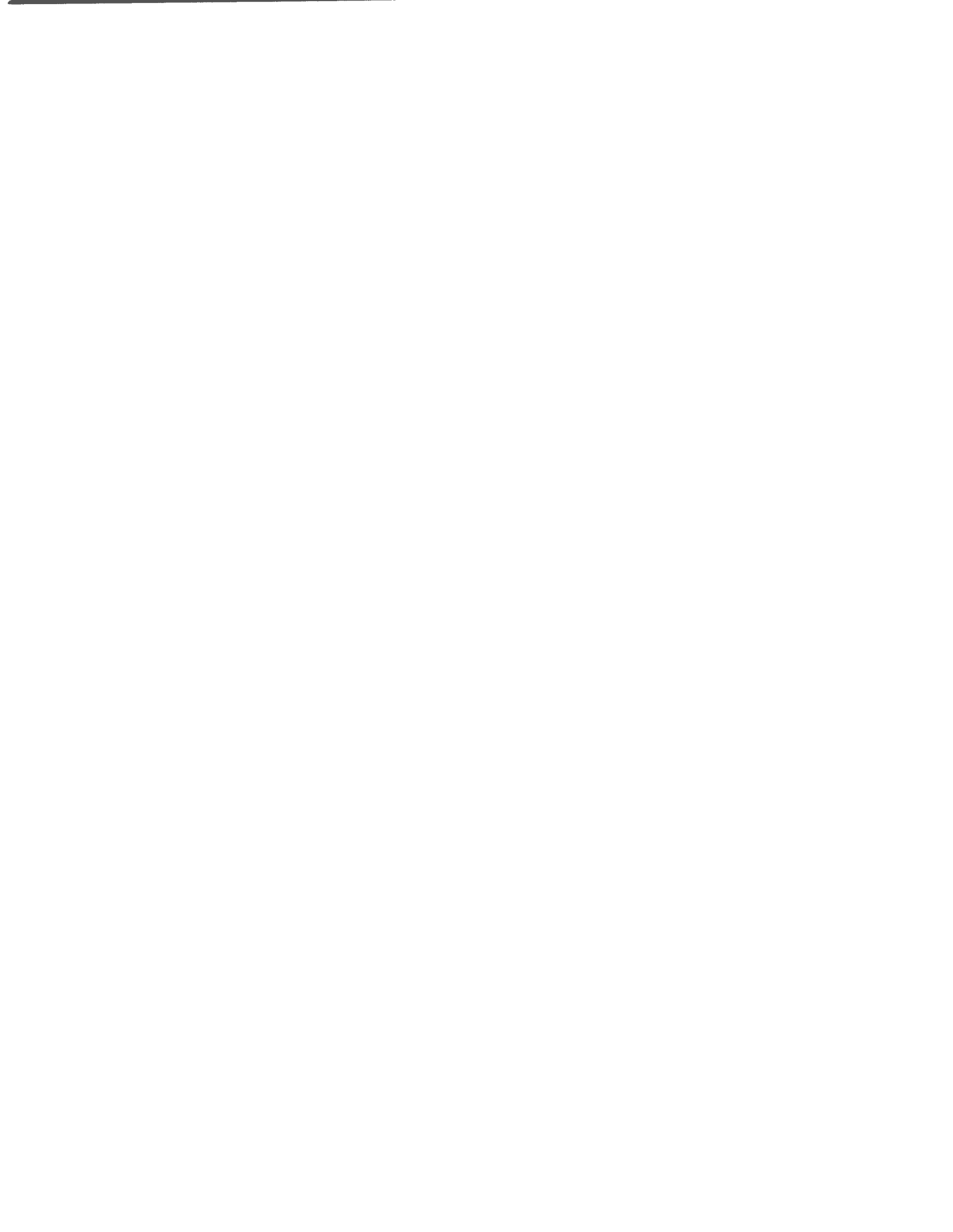
Kai Two Door Credenza,
by Nucraft

Kai credenzas, featuring soft-close, sliding metal doors,
complete the conference room storage requirements.



Kai Conference Table,
by Nucraft

Kai's aluminum table top, only 5/16" thick, gives the design a
floating in space. The comb support structure evokes the
architecture of a suspension bridge while allowing for tables up
to 14' long with only two bases. Kai also bridges to the future
as power and data units can be added, moved or removed when
the conversation to wireless is complete.





Fleet Folding Training Table -
T Leg, by Nucraft

Fleet training tables are designed to facilitate instruction. They come with optional ganging connectors for a semi-permanent table setup, and the nesting tables are collapsible for ease of storage.



Fleet Folding Training Table -
C Leg, by Nucraft

Whether specified as the mobile version with pivoting top for densely-packed environments, or for a more permanent configuration using elegant materials, Fleet tables deliver high function in a timeless aesthetic.







Standing Height Mobile Audio Visual Cart, by Egan

The EganONE Dekke starts with all the functionality of the EganONE Pro Cart and becomes a lectern-capable, standing-height collaboration center for small group impromptu sessions. Professional grade construction: Etax finish, robust and clean Clear Anodized aluminum verticals, laser-cut steel feet, and industrial strength, total-lock casters featuring a 220-lb weight rating per wheel.

Cabinet and drawer storage areas for binders, samples, and documents. Highly mobile, with its 4" diameter profiled wheels rolling easily across floor seams, small ridges, breaks, cables, elevator gaps, and other floor surface elements found in the modern or post-industrial workspace.

Technology capable: accommodates standard and short throw projectors. Inside, find an industry-standard AV rack with adjustable shelf. Additionally, the second or third decks can accommodate a laptop or keyboard as required. Front and back access doors provide easy access to equipment.



TecTern Lectern, by Egan

Electronically height adjustable for universal access and A.D.A. friendly, the TecTern creates opportunities for exciting presenter/audience interaction. Features include an optional built-in finger-touch display that allows you to control your presentation directly from TecTern.

Interactive presentations are now possible in lecture halls, theatres, and other large-audience settings. TecTern adds functionality to make your presentations come alive with digital ink annotations and more, all with the touch of a finger. Included interactive presentations software provides annotation and many other vital presentation tools.





Tackable Wings, by Egan

Dimension Tackboards are available in distinct tackable surface options: standard tackable Egan EcoTack™ (included) or upcharge from Maharam Synergy Program. Both options feature a warp-free 3/8" tackable construction, factory-mounted on a 3/4" lightweight, recycled honeycomb core board, for an overall thickness of 1 1/8". Available in Small Corner radius or Large Corner Radius designs, with a Natural, White or Custom Color edge on the board.

When installed beside a Dimension Presentation Board the tackable surface is 1/8" above the EVS surface.



Aluminum Frame Markerboard, by Egan

Egan Markerboards feature EVS surface or EganBoard Porcelain framed in clear anodized aluminum frame with either eased-curve or precision square mitered corners. Guaranteed-to-clean and never warp, Egan Aluminum Frame Markerboards are magnet-compatible, and are designed to complement curved or square corner frame Tackboards (MDTB), sold separately. See also EganMosaic for individual tesserae coming together as a user reconfigurable collaboration wall.

Egan Aluminum Framed Markerboards are catalogued in 5 sizes, although other sizes are possible through our exclusive Custom Response program. The solid extruded aluminum frame is also available in Custom Color plus choices.





Mobile White Board, by Egan

Dimension Mobile shares the design appeal of the marketleading Dimension Stale and utilizes the unique Egan Boxcore industrial design for a high degree of stability when moving and when writing. With an EYS surface, an ultra-thin bezel, and a powdercoated white aluminum frame in 1 1/8" (29mm) depth, Dimension Mobile has a sleek, monolithic appearance with only a small visible seam at its borders. Base secures to body frame using Torx bolts, designed for high seated strength and an attractive flush appearance.



Move-Upp Theme Wagon & Cabinet HABA, by Gressco

The theme wagon offers lots of space for materials, e.g. instruments, and can be used in many different areas. Front has deeper shelves, the back small bore holes for attaching storage containers or brackets. Different accessories are available for the four movable dividers. Birch wood. W 39 1/2" x H 43 1/2" x D 19", W 100 x H 110 x D 48 cm. Accessories not included.





HABA 15"H Stackable Stool,
by Gressco

HABA Move-Up stack-able stool seat height 15 1/4",
475855. Beech ply wood stackable stool with steel
tube frame seat height 15 1/4" diameter 10 1/2"



Childrens Furniture Company
Computer Chair, by Gressco

Children's Furniture Company® Computer Chair,
14" Seat Height, 24.5" H x 13.5" W x 15" D. Perfect
for use with computer desks (Y550*) or computer
tables (Y555*). Also available in 12" Seat Height
(Y2031215*). Five Year Warranty. Made in the USA.







HABA Formiant Property 16
Compartment Cubby, by
Gressco

Robust, versatile, flexible and suitable for use everywhere: in classrooms, after school, or break rooms. Formiant, our cabinet and shelving system. Versatile individual elements in various heights, special purpose cabinets and library furniture offer endless possibilities. Shelf units, material bins, and cabinet fronts are available in 10 colors. You can combine them individually or choose one of the many wall units, room dividers, and shelf combinations. *Material Bins not included. W 51 1/2" x H 33" x D 15 3/4". W 131 x H 83.8 x D 39.4 cm. Replaces item 501040.



HABA All Purpose Round
Table, by Gressco

All Purpose Classroom Tables by HABA. Made with extra-thick melamine resin coating that can withstand everyday use. Rounded edges. Easy to clean, and chemical resistant. Heavy duty Duropal finish resists scratches and is easy to clean. Made in Germany with a 10 Year GUARANTEE.

Round Table with metal frame, twist-adjustable metal legs with glides, and Duropal tabletop, 15 3/4"-23 1/4" H x 31 1/2" Diameter. Choose tabletop finish, table height, and glides.





Childrens Furniture Company
Two Person Computer Table,
by Gressco

Children's Furniture Company® Double Station
Height-Adjustable Computer Table, 29" H x 43 1/2" W
x 23" D. Workstation height adjusts in 1" increments
from 20" - 23". Also available in Single Station (Y350®),
and with optional CPU Cart (Y356®). Five Year
Warranty. Made in the USA.



Full Twist Guest Chair,
by Geiger

The Full Twist guest chair appears to have a frame
formed from flowing ribbons of wood, but the illusion
can be attributed to Geiger's state-of-the-art wood
sculpting capabilities. The frame hugs the sitter's
back, providing comfortable support. The seat
cushion can be upholstered in nearly any textile
or leather, and the wood frame, available in solid
ash, maple or walnut, can be finished in Geiger's
complete portfolio of wood colors, from champagne
to espresso.





Beat Upholstered Ottoman,
by Andreu World

Upholstered Ottoman and solid beech wood frame.



Adjustable-Bottom Safety
Crib w/ One Clear End &
Mirror, by School Outfitters

Keep little ones comfortable and safe in your preschool or daycare facility with Whitney Brothers' Adjustable-Bottom Safety Crib with One Clear End and Mirror. The clear end provides a convenient view of your napping toddler, and the mirror keeps them entertained while developing cognitive and coordination skills. This adjustable crib accommodates children of various sizes – lower or raise the crib to fit your needs. Durable solid hardwood construction means this crib will last for years, even under the stress of a busy classroom or daycare. Four locking casters allow for easy mobility and evacuation in case of an emergency. Meets CPSC standards.







2000 Series Magazine Racks, by Magnuson Group

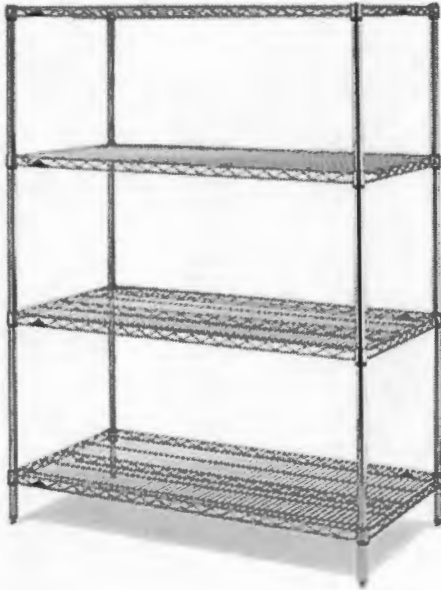
Built with a rigid steel shell and clear acrylic pockets that allow complete visibility, Mag Rak Series 2000 magazine racks provide the ultimate in flexibility. Available with one, two, three or four pocket configurations, these racks can be installed with or without wood side panels. An additional feature allows these racks to be installed side-by-side with optional wood add-on center panels. Steel shells are available in 3 finishes and the optional wood trim is available in 5. The Mag Rak Series 2100 and 2200 are made for larger size files such as medical charts, legal files or x-rays. Both are fitted with clear acrylic fronts, but can also have a frosted front panel (Models 2112 & 2212) which provide privacy to its contents.



UMEA Outdoor/Indoor Waste & Recycling Receptacles, by Magnuson Group

Designed by ODesign, UMEA is a new receptacle family unmatched in its versatility. Constructed of painted steel and suitable for both indoors and outdoors, UMEA models can be 1, 2 or 3-compartment wide - each with selectable top inserts and corresponding front graphics.





Super Adjustable Super
Erecta, by Metro

Super Adjustable Super Erecta Shelving is the most advanced and innovative wire storage system available. A unique corner release system and SiteSelect Posts make changing shelf levels fast and easy without tools! And Super Adjustable Shelving works in conjunction with the entire Super Erecta System of shelves and accessories.

Finishes/Materials: Type 304 Stainless Steel, Metroseal 3 epoxy coated, Chrome
Strong design: up to 800lb. (363kg) evenly distributed per shelf.
Quick adjustment at 1-inch (25mm) intervals.
Easily configurable for stationary or mobile applications.



Fly Round End Table,
by David Edwards

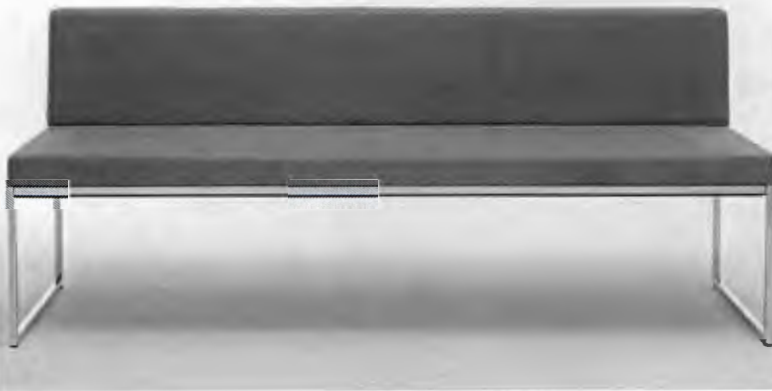
Maple wood. Maple veneer frame with solid maple legs. Top: maple veneer with solid wood edges.





Plantation Classic Exterior
Parasol, by Tuuci

The Plantation Classic combines the strength of aluminum and stainless steel with the warm look of wood with TUUCI's exclusive aluma-TEAK™ material. It's a giant leap in parasol innovation, and if you're looking for durability, low maintenance serviceability with warm hardwood aesthetics, the Plantation Classic is an elegant choice.



Modo, by Davis

Simple and classic in design, Modo is the perfect building block for whatever space you have in mind. With several different sized pieces, Modo can fit anywhere. Whether it is in the office, collaborative meeting spaces, waiting areas, cafes, breakout spaces, or lobbies, Modo is the essential first step for the perfect design plan.



EXHIBIT A-4

MANUFACTURER WARRANTIES

1. KI WARRANTIES

RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured after May 31, 1997 and manufactured and/or distributed from a manufacturing site in North America (U.S., Canada, Mexico.) This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use (e.g. site furnishings in miscellaneous).

This warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products. KI does not warranty the matching of color, grain or texture, except to within commercially acceptable standards. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

Modification to U.L. Listed products eliminates the listing.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

KI will not be liable for consequential, economic, or incidental damages arising from any product defect. International Warranties may differ.

Seating

**Validate high wear parts listed in miscellaneous section below.

Note: Refer to ki.com/pricelists for specific product names.

Product	Warranty
Multiple Seating	Lifetime
Healthcare Seating including LaResta Daybed	Lifetime
Healthcare - Daybed, Sleep Chair, Warren Chair, Rose, and Companion Seating	10 Years
Lounge Seating	Lifetime
Guest Seating	Lifetime
Professional Seating, Benches	Lifetime
Stack/Nesting (including tablet arms)	10 Years
Task/Desk (except Engage 24/7, Heroic, and Pilot)	10 Years
Task/Desk - Altus Mesh/Fabric, Engage 24/7, Heroic and Pilot Seating	10 Years - 24 hour use
Public Seating (including tandem seating)	10 Years
Public Seating - GateOne	10 Years - 24 hour use
Medical and Laboratory Stools, Chair Dollies	10 Years
Folding Chairs and Stools	5 Years
Fabricated metal frames, controls, columns, casters, exposed wood framed chairs	5 Years
Sleeper mechanical controls, recliner mechanical controls, glider mechanical controls	3 Years
Chair Casters and Storage Casters	5 Years



2. KNOLL WARRANTY

Knoll Warranty

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, Reff 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, Reff 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.

1 Year

Light ballasts, bulbs and power supply, seating upholstered arm pads and soft arm pads, 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.

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.



Returns

The return of Knoll products without written authorization from Knoll shall not be accepted. To receive authorization for product return, [COMPANY] must request the return through KBM Workspace, who will coordinate authorization through the KBM Workspace Account Manager and Knoll Factory Project Manager.

Restocking

All products that are returned pursuant to a valid authorization shall be subject to a twenty-five percent (25%) of list price Restocking Charge. Products not currently offered for sale by Knoll (including COM, COL, and Custom Product) shall not be authorized for return. All returned Products must be unused, in original condition and in the original Knoll packing cartons. No refund or credit shall be given for damaged products.

Knoll Change and Cancellation Policy

Purchase orders may not be changed or canceled, in whole or in part, without prior written consent of Knoll. Changes may affect delivery dates. Expenses incurred because of changes shall be charged to the customer. In the event of cancellations, the customer will be liable for reasonable cancellation charges established by Knoll. Orders for Special/Custom Product, orders including "COM" material and orders pursuant to expedited delivery programs, may not be canceled.

Whenever a product change request is submitted, the associated fees, calculated by this matrix, must be included as a new line item on the submitted change request. In addition, a revised purchase order, modified to include the calculated fees, must also be attached to the request when submitted.

Knoll Standard Order Change/Cancellation Fee Schedule (Product Changes Only) Change fee as % of net \$ value of line item(s) changed			
Week Change is Submitted	KnollOffice	KnollOffice Specials	KnollStudio and KnollStudio Specials
7+ weeks before ship date week			25%
6 weeks before ship date week		50%	50%
5 weeks before ship date week		50%	50%
4 weeks before ship date week		100%	100%
3 weeks before ship date week	25%	100%	100%
2 weeks before ship date week	50%	100%	100%
1 weeks before ship date week	70%	100%	100%
Ship Date Week	100%	100%	100%

+ The Knoll dealer will have 2 business days after you receive your acknowledgment to submit changes without charges. After these 2 days, the above matrix will take effect.

+ Please note that this matrix is for Standard Orders only. Expedited orders such as Service Orders, Mockup and 24 Response will have a 100% cancellation fee applied.

+ Any additions made to an order will be scheduled with standard leadtimes.

3. **NUCRAFT WARRANTY**

Warranty Statement

Nucraft warrants that each piece of furniture it manufactures will be free from defects in materials and workmanship for a period of ten years of single-shift use. Textiles, decorative trim, electrical components, lamps, mechanical devices, casters and custom-made products not described in Nucraft's catalog are warranted for one year from the date of original delivery. This warranty is applicable only if the furniture is given normal and proper care and is properly installed and maintained in an office environment. This warranty extends only to products manufactured and sold in North America and only to original purchasers acquiring new Nucraft products through authorized dealers, or from others specifically authorized by Nucraft to sell its products.

Nucraft's sole obligation under this warranty is to repair or replace, at Nucraft's discretion, products which prove to be defective during the warranty period. Purchasers may be required to establish that a claim is within the warranty period. To initiate a warranty claim, the purchaser should contact an authorized Nucraft dealer.

The warranty does not cover: 1) Damage caused by a carrier 2) COM (Customer's Own Material) specified by the customer that is not a standard product offering 3) Color, grain or texture of wood and other covering materials (due to the natural variations over which Nucraft has no control) 4) Damages resulting from user modification, attachments to a product, misuse, abuse, alteration or negligent use.

Nucraft extends no other warranties, expressed or implied, including warranty of merchantability or fitness for a particular purpose. Nucraft shall not be liable for loss of time, inconvenience, commercial loss, incidental or consequential damages.



4. EGAN WARRANTY

Limited Warranty

Egan Visual warrants to the original purchaser, that for the stated warranty term of 5 years, Egan Visual will repair or replace any Egan Visual product which is found to be defective in material or workmanship. The decision regarding defect, and to repair or replace, will be at the sole discretion of Egan Visual.

This warranty is intended to cover all Egan Visual products. EVS and Porcelain writing surfaces are subject to the same warranty provisions but the term of the warranty for these surfaces will be extended from 5 years to a limited 10 year warranty. VersaPalette warranty is 30 days. EganINK™ has a limited one-year warranty, under ASTM F793 10a Category I Wallcovering (Decorative). Excluded from this warranty are some electrical devices and lift mechanisms which are supplied to Egan Visual by outside suppliers. These devices are subject to the manufacturers own warranty.

This Egan Visual warranty is also subject to the limitations and exclusions which follow. Egan Visual products are designed to be installation-ready, however installation and the installation environment are out of Egan's control and therefore installation is not warranted by Egan in any circumstance. Egan offers free installation support: see page 8.

Limitations and Exclusions

Egan Visual feels that its warranty is quite strong, but there are some limits to the Warranty which follow.

Failure to Follow Installation/Care Instructions

IMPORTANT. READ AND UNDERSTAND ALL INSTALLATION, USE, AND MAINTENANCE INSTRUCTIONS THAT YOU HAVE RECEIVED WITH YOUR NEW EGAN VISUAL PRODUCT. Failure to do so may void this warranty. Before attempting to deviate from our instructions in any way please contact Egan Visual beforehand. If in doubt as to how to install any of our products please contact the Egan Visual dealer you purchased the product from or contact our Customer Service department immediately for help.

Implied Warranties

EGAN VISUAL MAKES NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THESE AND ALL OTHER IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED BY EGAN VISUAL. By "implied warranties" Egan Visual means warranties that are sometimes implied to have been given by the seller even though they are not set out in writing. The warranty as stated in this document is the complete and only warranty upon this product.

Place of Purchase

This warranty protects you only when you purchase your Egan Visual product from a qualified Egan Visual Dealer. You must have proof of purchase in order for this warranty to apply.

Improper Care, Conditions and Use

Egan Visual products are superbly constructed and will last many years in normal use. In spite of this, our products do require some routine maintenance and careful cleaning. Please take care to treat your Egan Visual products like the fine products that they are. Proper care and use are essential to preserving your rights under this warranty. Egan Visual will not repair or replace your products if improper maintenance or improper use causes damage. This warranty does not apply if your Egan Visual product is damaged by the use of non approved detergents, abrasives or other harsh cleaning agents. This warranty will not apply if inferior markers or brushes are used on the writing surface. For best results always use quality ketone based markers. Egan supplied markers and cloths are recommended. If marker suitability is in question, please call our Customer Service before using the product for the first time. Always be sure to test a cleaning product in an inconspicuous area before cleaning any of our wood finishes.

Accidents or Abuse

This warranty does not cover damage to Egan Visual product resulting from negligence, abuse or accidents including burns, cuts, scratches, tears, scuffs, kinks, watermarks, paint, abrasive chemicals, permanent marker damage, or indentations. Conditions after leaving our facility are

always beyond our control. Egan Visual is not responsible for freight or shipping damage, damage due to harsh environments or Acts of God.

Product Modification

Any product modification or alterations by dealer, consumer, or other parties not authorized by Egan Visual will void this warranty.

10 Year Warranty (EVS, Porcelain, GlassWrite, and EganAero writing surfaces)

Egan Visual offers a limited 10 year warranty, from the date of invoice, for all of its EVS and porcelain writing surfaces. This warranty does not cover damage to writing surface resulting from negligence, abuse or accidents including burns, scratches, scuffs, kinks, paint, abrasive chemicals, permanent marker damage, damage from inferior quality dry-erase markers or indentations. Conditions after leaving our facility are always beyond our control. Egan Visual is not responsible for freight or shipping damage, damage due to harsh environments or Acts of God. It should be noted that porcelain is not guaranteed to be an effective projection screen under any situation. While Egan Visual's low-gloss porcelain is the best in the industry, it is not a replacement for a proper projection surface.

Consequential or Incidental Damages

EGAN VISUAL WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Any loss, expense, or damage incurred in replacing any suspected defective Egan Visual product will not be reimbursed. The warranty of this product is limited to the replacement or repair of the Egan Visual product itself. Under no circumstances will the manufacturer be held responsible for incidental damages, repairs, labor or other costs incurred in removal or return of suspected defective Egan Visual product.

Returns

Merchandise may not be returned without Egan Visual's prior written consent. If returned within 30 days, and by agreement, a restocking and repacking charge will be deducted from the credit note in addition to any expense for reconditioning that may be necessary. Return transportation must be prepaid, packed in the original packaging.

5. GRESSCO WARRANTY

*Gressco products carry a 5 year warranty, with the exception of soft seating goods that carry a 1 year warranty. *All HABA items carry a 10 year warranty.

Our warranty is a promise to our original purchaser (customer) for periods as outlined above, that our products will be free from manufacturing defects in materials, workmanship and construction for the duration of the product warranty.

This warranty is applicable only when products are purchased for intended original commercial use.

Upon inspection, Gressco reserves the right to repair or replace items and parts at our discretion.

This warranty does not cover normal product usage, wear, scratches, stains, tears, and scuffs, issues caused by improper installation, product alterations, or fabric or product abuse. This warranty excludes consequential or incidental damages including any loss, expense or damage that may result from a product defect.

All warranty claims are subject to approval. Please contact customer service at 1-800-345-3480 for all warranty claims and questions. Please provide us with proof of product purchase.

About Gressco

We take pride in delivering quality, unique products to our commercial, healthcare, school and library markets. From colorful, imaginative children's furniture, to the functionality of a classic library display, we provide the specialized products to make learning and play spaces inviting, interactive, and built to last. Our products include the following lines, and are available through our nationwide specialty re-sellers:

- HABA® - Gressco is the exclusive distribution company to the US and Canada for HABA's custom, commercial quality children's furniture. HABA items are built to withstand the rigors of commercial environments, and are built to last with a 10 year manufacturer's warranty.
- The Children's Furniture Company® - Fun whimsical all-inclusive sand tables, shape chairs, wall games, and play cubes. These finely crafted items are made in the USA, and have a five year manufacturer's warranty.
- MAR-LINE® Library Display Furniture - Developed specifically for public & school libraries to showcase books, media collections and more. Made in the USA, available in custom finishes, and has a five year manufacturer's warranty.



6. GEIGER WARRANTY

A warranty is a promise.

Here's ours: 12 years, 3 shifts, labor included

Our warranty covers everything—including electrical components, casters, pneumatic cylinders, bits, and all moving mechanisms. It recognizes the changing nature of work and the need for products that can stand up to continuous use.

And it means that when warranty work is performed in the U.S. and Canada, Herman Miller foots the bill.

At Herman Miller, we work for a better world around you. Our products—and our promise to stand behind their quality 100 percent—are designed to improve your environment whether it's an office, hospital, school, home, an entire building, or the world at large.

7. ANDREU WORLD WARRANTY

5 Year Limited Warranty

AWA products are warranted against all defects in material and workmanship for five years from date of delivery. During the warranty period AWA will repair or, at its option, replace defective merchandise free of charge. No other express warranty is given, and no affirmation of, by words or action shall constitute a warranty.

The above warranty does not extend to COM fabric, other COM materials or wear or fading of any cover materials or its performance, whether supplied by AWA or the customer. The above warranty does not extend to damage resulting from shipping or accident, alteration, misuse, tampering, negligence, abuse or ordinary wear and tear. This specifically relates to the stretchers on bar stools. Damage resulting from standing on stretchers is considered misuse. The above warranty extends exclusively to the original purchaser of the warranted product and subsequent purchasers are not covered by this warranty.

The above warranty is given expressly and in lieu of all other warranties, express or implied, of merchantability and fitness for particular purpose and constitutes the only warranty made by AWA.

8. WHITNEY BROTHERS WARRANTY

Whitney Brothers Lifetime Warranty

Whitney Brothers Company, located at 93 Railroad Street, Keene, NH 03431, USA, warrants its products purchased after January 1, 2012, to be free of defects in materials and workmanship for a Lifetime period from date of the shipment.

During the warranty period, Whitney Brothers, as its sole obligation, will replace any product, part, or component covered by this warranty and sold after the effective date of this warranty. This warranty extends only to the original purchasers who acquire new product from an authorized Whitney Brothers reseller. Any product, part, or component must have been installed, used, and maintained according to Whitney Brothers published instructions to be eligible for coverage under this warranty.

This warranty does not apply to products that are damaged resulting from misuse, abuse, neglect, accident, improper application, modification, or repair by persons not authorized by us.

Any modification to the original product voids the manufacturer's warranty. Any implied warranties, including any warranty of merchantability or fitness for a particular purpose, are disclaimed to the extent allowed by law. Whitney Brothers will not be liable for loss of time, inconvenience, commercial loss or incidental or consequential damages for any warranty claim.

9. MAGNUSON GROUP WARRANTY

The Magnuson Group Warranty

All products and parts are warranted against defects in material and workmanship for the period of two years after shipment. Warranty is void if product is damaged through accident, improper use, abuse or alteration.

Limitation of Liability

Magnuson group's liability for any and all losses and damages to buyer resulting from any cause shall be limited only to the replacement or the repair of the product.



10. METRO WARRANTY

Metro Warranty

Limited Warranty

Subject to the limitations of Section 6, Seller warrants that the Software will execute the programming instructions provided by Seller and that the Goods will be free from defects in material and workmanship under normal use, service and maintenance for a period of one (1) year from the date of shipment of the Goods by Seller, unless otherwise specified by Seller in writing. Seller does not warrant that the operation of the Software shall be uninterrupted or error free. THE WARRANTIES SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 7, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

These warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, or improper installation, maintenance or application. To the extent that Buyer or its agents has supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, warranties or other provisions contained herein which are affected by such conditions shall be null and void.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, Buyer notifies Seller thereof in writing, Seller shall, at its option, and as Buyer's exclusive remedy, repair, correct or replace F.O.B. point of manufacture, or refund the purchase price for, that portion of the goods found by Seller to be defective.

Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All costs of dismantling, reinstallation and freight and the time and expense of Seller's personnel and representatives for site travel and diagnosis under these warranties shall be borne by Buyer unless accepted in writing by Seller. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty warranties for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

Section 5 applies to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains the Goods from Buyer, and shall be bound by the limitations therein, including Section 6.

Buyer agrees to provide such subsequent transferee conspicuous, written notice of the provisions of Sections 5 and 6. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

In addition to the above standard warranty, Seller offers a MetroESP Parts-Only Extended Warranty Option, a MetroESP Parts & Labor Extended Warranty Option and MetroESP Preventive Maintenance Option. To learn more about the terms of these options, see Seller's website at www.metro.com/terms. If Buyer elects to purchase a MetroESP Option, Buyer will be bound to the terms and conditions, which are contained on such website address, at the time of Buyer's order submission. Seller reserves the right to change the terms of such MetroESP Options at any time in its discretion; provided, that the terms in effect at the time of Buyer's order shall remain the terms applicable to such order.

11. DAVID EDWARDS WARRANTY

Warranty Provision:

David Edward warrants its standard catalog products to be free from defects in material and workmanship under normal single shift service for a period of four years from date of shipment. During this period David Edward, at its option, will replace, repair locally, repair at its factory or return the purchase price of any merchandise that, upon inspection by David Edward, is deemed to be defective. The foregoing constitutes the sole and exclusive remedy to the customer. In no event shall David Edward be responsible for dealer handling costs, rental of replacement furniture, unauthorized repair by others, nor liable for any consequential or incidental damages. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids this warranty. This warranty specifically excludes fabrics, leathers, vinyls and other textile materials. All returns for inspection, repair, or replacement must be authorized in writing and shipped prepaid by an authorized carrier.



12. TUCCI WARRANTY

TUCCI constructs its shade structures with the finest marine-grade materials available. We test our products in extreme weather environments to ensure stability, durability and years of worry-free service. In addition, TUCCI personnel carefully follow specific quality control procedures and inspect each product to ensure freedom from any type of manufacturing defect. Our goal is to produce shade platforms that will exceed your expectations and provide a shade experience like no other in the world. The warranty protection listed below covers manufacturing defects only. Although all TUCCI marine-grade shade equipment is rigorously tested to withstand incredible forces of nature, TUCCI does not recommend or warranty the deployment or use of any collapsible shade equipment in wind conditions which exceed 25 MPH (45 MPH for the MAX F-1). TUCCI will only warranty products which are properly secured to an adequate base or anchoring system. Furthermore, TUCCI will not cover any damage to a shade or base device which occurs as a result of contact with the ground or any other foreign object including damage which occurs as a result of sudden and severe weather events or other extreme acts of nature. In general, TUCCI recommends that all collapsible shade products be securely closed when not in use.

TUCCI can recommend specific base weight and anchoring systems for specific parasol styles, shapes and sizes, however, TUCCI will only warrant the safe, sensible and reasonable operation of our shade structures within the recommended deployment guidelines. Please contact TUCCI directly if requesting shade devices and anchoring systems which can be warranted in sustained wind conditions which exceed 25 MPH.

The following specific time periods and limitations apply to the product indicated:

15 Year Warranty

OCEAN MASTER™, OCEAN MASTER and PLANTATION MAX™ (Classic, Cantilever and F-1) center mast, cantilever mast, top and bottom hubs and stainless steel hardware only. If warrantable damage occurs to the hubs, center pole or stainless steel hardware, TUCCI will replace or repair any item listed in this category at its discretion. Superficial damage, including any type of scratches or abrasions caused from contact with the moving components of the frame itself or canopy during normal operation are not eligible for warranty coverage unless the damage compromises the structural integrity of the frame.

5 Year Warranty

OCEAN MASTER™, OCEAN MASTER and PLANTATION MAX™ (Classic, Cantilever and F-1), STINGRAY SHADE SCULPTURE, connecting brackets, stainless steel fasteners, optional hardware (pulleys, auto-loc lifts, pistons and crank system), aluminum canopy ribs, and struts. If warrantable damage occurs to the hubs, center pole or stainless steel hardware, TUCCI will replace or repair any item listed in this category at its discretion. Superficial damage, including any type of scratches or abrasions caused from contact with the moving components of the frame itself or canopy during normal operation are not eligible for warranty coverage unless the damage compromises the structural integrity of the frame.

TUCCI CABANA and LCUNGE structures, including the tubing, hub system, and fasteners. If warrantable damage occurs to the hubs, center pole, struts or stainless steel hardware, TUCCI will replace or repair any item listed in this category at its discretion. Please remove fabric canopy tops to any TUCCI CABANA or LCUNGE product for winds exceeding 35 MPH, except where product is specifically engineered and warranted for higher wind loads according to TUCCI's engineering and usage guide.

Level "C" fabric (SUNBRELLA® 9.25 oz. and other TUCCI Tuff Skin marine-grade fabric fabric). If any fabric (SUNBRELLA® or other TUCCI Tuff Skin) Level "C" fabric is rendered unserviceable by loss of color or strength caused by UV degradation, mildew, rot or atmospheric chemicals, TUCCI will replace or repair the fabric at its discretion. Labor charges will apply to the cutting and sewing of any fabric replaced under warranty.

3 Year Warranty

BAY MASTER and VINEYARD (Classic, Fiber-Flex, Ultra-Flex and Cantilever umbrellas), BAY MASTER MAX and MISTRAL hardwood umbrellas, including the center pole, side mast, hub system, fasteners and canopy ribs. If warrantable damage occurs to the hubs, center pole, struts

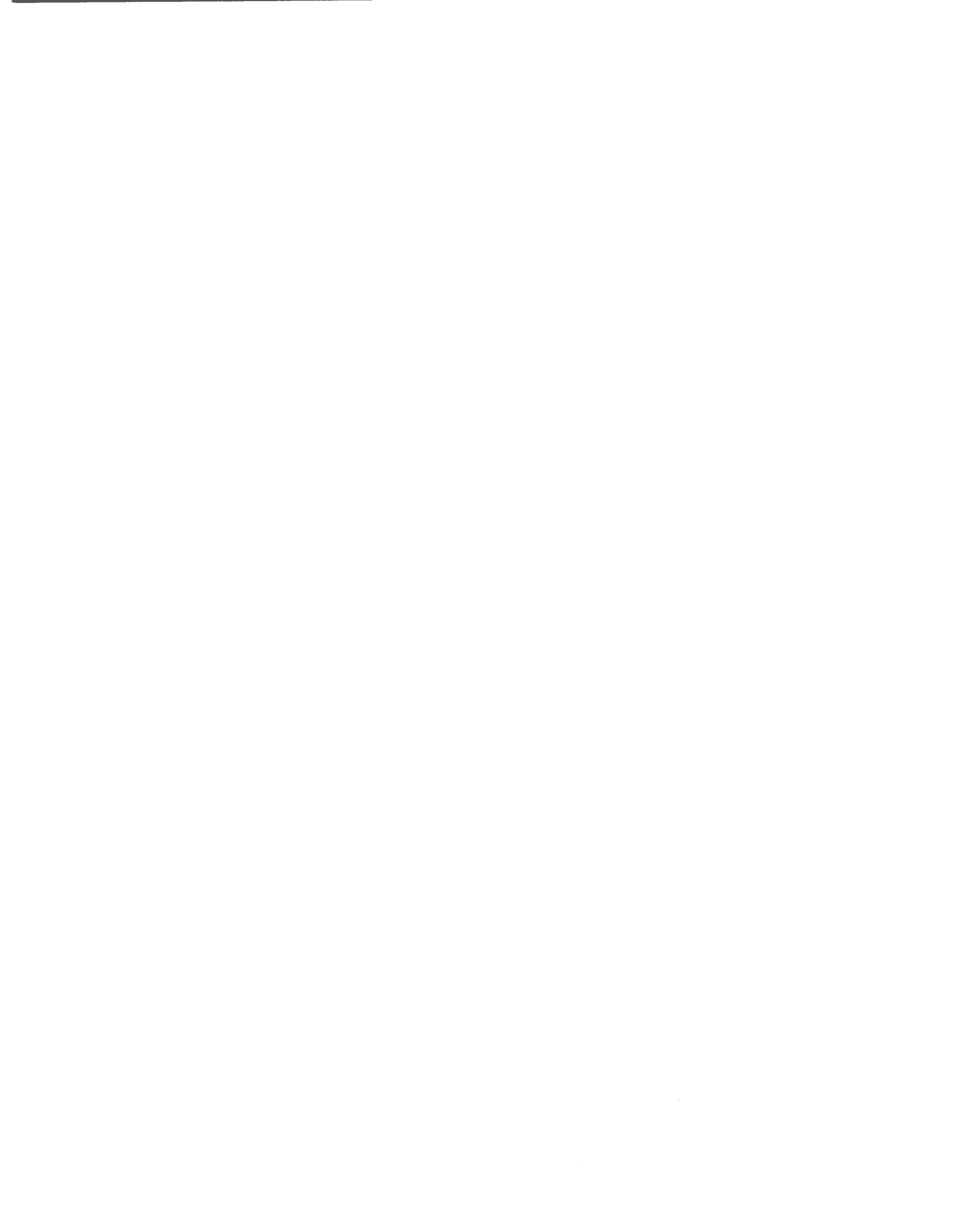
or stainless steel hardware, TUCCI will replace or repair any item listed in this category at its own discretion. Superficial damage, including any type of scratches or abrasions caused from contact with the moving components of the frame itself or canopy during normal operation are not eligible for warranty coverage unless the damage compromises the structural integrity of the frame. Level "A" and "B" fabric (SUNBRELLA® 8 oz. and other TUCCI Tuff Skin furniture-grade fabric fabric). If any fabric (SUNBRELLA® or other TUCCI Tuff Skin) Level "A" or "B" fabric is rendered unserviceable by loss of color or strength caused by UV degradation, mildew, rot or atmospheric chemicals, TUCCI will replace or repair the fabric at its discretion. Labor charges will apply to the cutting and sewing of any fabric replaced under warranty.

1 Year Warranty

Powder coat finish of aluminum frames and bases including TUCCI's exclusive Alum-TEAK finish. If any TUCCI applied finish flakes, bubbles, peels, or loses color within one (1) year from the date of purchase, TUCCI will replace or repair any paint finish damage at its own discretion. The limited warranties outlined above cover only manufacturer defects, not damage caused by the product striking the ground or other object. The redeemable value of all warranties provided herewith shall be prorated over the life of the specific limited warranty itself. In all cases, the warranty claimant shall be responsible for all shipping and/or freight charges incurred by claimant or TUCCI as a result of a warranty claim. Warranty covers only parts and the labor to manufacture the parts for non-fabric claims. Labor for installation of parts covered under TUCCI Warranty is not included. Fabric warranties shall never include the cost of labor and any associated fabrication costs. All warranty claims must be submitted with an original proof of purchase dated from the dealer of origin, a description of damaged product, including how the damage occurred, along with photos of the damaged product. The foregoing warranties may not be assigned and are available only to the original purchaser of TUCCI products. TUCCI reserves at its sole discretion the right to repair, replace, or redesign any product that is returned as a result of a warranty claim.

ALWAYS BUY FROM AN AUTHORIZED TUCCI DEALER

TUCCI proudly sells its products through a carefully selected network of Authorized Dealers. If you purchase through one of our Authorized Dealer partners, you can be sure you are receiving the latest innovation and uncompromising quality you can expect from TUCCI. Beware of those who claim to be authorized dealers but are not in fact part of our Authorized Dealers network. Only purchases from a TUCCI Authorized Dealer will be supported by our warranty program.



13. DAVIS WARRANTY

Warranty

Five-Year Limited Warranty

For products sold after January 1, 2001, subject to the limitations, exclusions and disclaimers set forth below, (which are expressly incorporated herein), Davis warrants its products to be free from defects in workmanship and materials for a period of five (5) years after the date of original shipment (the "Warranty Period"), provided the product is used in the manner and under the conditions for which it is designed.

Limitation of Liability

1. This warranty shall apply only if (i) Purchaser notifies Seller in writing of the claimed defect within 30 days of discovery; (ii) Purchaser discovers the claimed defect within the Warranty Period; (iii) Purchaser allows Seller to inspect the Goods claimed to be defective; and (iv) Seller or its representative confirms the defect in writing to Purchaser.
2. This Davis Limited Warranty extends only to defects in materials and workmanship which occur during "normal use and service" as defined below, and it does not apply to: (a) Goods that have not been maintained in accordance with instructions or that have been accidentally damaged; (b) defects attributable in any way to installation, modification, cleaning, or repair made by any party other than Davis; or (c) mishandling, accident, fire, lightning, other hazards whether natural or man-made, or shipment. "Normal use and service" means that the product will be used in a typical office environment for 40-45 hours per week.
3. Products that are non-standard are not covered under this warranty.
4. Further, this warranty shall not apply if (a) Purchaser or a third party modifies or repairs the Goods without Davis' prior written approval; or (b) after discovery of a defect, Purchaser fails to take prompt and reasonable steps to prevent the defect from becoming more serious. If Goods are repaired in the field by someone other than Davis, then the warranty on that repair is from the person or company making that repair, not Davis.
5. Davis guarantees upholstered products only to be free from defects and that the upholstery is tailored according to product specifications. Davis offers no warranty, either implied or expressed, on any fabrics or leathers. Fabrics and leathers carry warranties from the fabric manufacturer or reseller, and most contract fabrics and leathers have only a one to two year warranty period. Please refer to each reseller's warranties before specifying. Because every fabric specification is different and application for use must be taken into consideration, Davis shall not be held responsible in any manner for wrong specification of fabric, and Davis does not guarantee specified fabric for tailoring, wear, durability, or light fastness. Davis makes no warranty of any kind with respect to "customer's own materials" (COM), "customer's own leathers" (COL), or non-standard materials selected by and used at the request of the purchaser.
6. Variations in grain, color, marks, scars, texture and pattern of wood, leather and textiles may occur as a result of nature, dye lot, exposure to light, and aging. Davis makes no warranty with respect to matching of grain, textures, pattern or colors of such materials, including an exact match to wood chips, color samples, or swatch cards.
7. The Aero Bench (all aluminum), Loop (with outdoor powdercoate finish) and Veer tables have been approved for outdoor use. The formation of rust and/or corrosion on these series due to outdoor use does not constitute a defect in materials and workmanship, and is not covered under this warranty.
8. During the Warranty Period, if a Davis product does not conform to this limited warranty, the purchaser's sole and exclusive remedy against Seller arising out of or in connection with any claimed defect in any Goods sold hereunder, whether based upon contract, strict liability or negligence, and whether for personal injury, commercial loss, or other monetary loss, shall be at Davis' option and sole discretion, is one of the following:

- (a) Repair of the defective component or product.
- (b) Replacement of the defective component or product, or
- (c) Refund of the original purchase price paid for the defective product upon return of the defective product to Davis.

9. IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT OR OTHER LEGAL THEORY, SHALL DAVIS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES TO OTHER PROPERTY, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE OR OTHER FINANCIAL LOSS, LOSS OF USE OF THE PRODUCT, OR CLAIMS FOR DAMAGES RESULTING FROM THE USE OF THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.
10. THE FOREGOING LIMITED WARRANTY AND REMEDY ARE EXCLUSIVE AND MADE ONLY TO THE ORIGINAL PURCHASER. DAVIS MAKES NO OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.
11. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THERE IS NO WARRANTY FOR INTERNATIONAL USE OR PURCHASES.

To obtain performance of this Limited Warranty, the purchaser should contact in writing the authorized Davis dealer or reseller who sold the product to the purchaser, or mail its warranty claim to:

Customer Service Department,
Davis Furniture Industries, Inc.,
PO Box 2065, High Point, NC 27261-2065
TEL: 336 889 2009, FAX: 336 889 0031,
E-mail: mail@davisfurniture.com



EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Invoices will be reviewed for approval by the County, General Services Agency - Real Property Management Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of One Million Five Hundred Ninety-Four Thousand Eight Hundred Thirty-Four dollars (\$1,594,834) This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.



EXHIBIT B-1

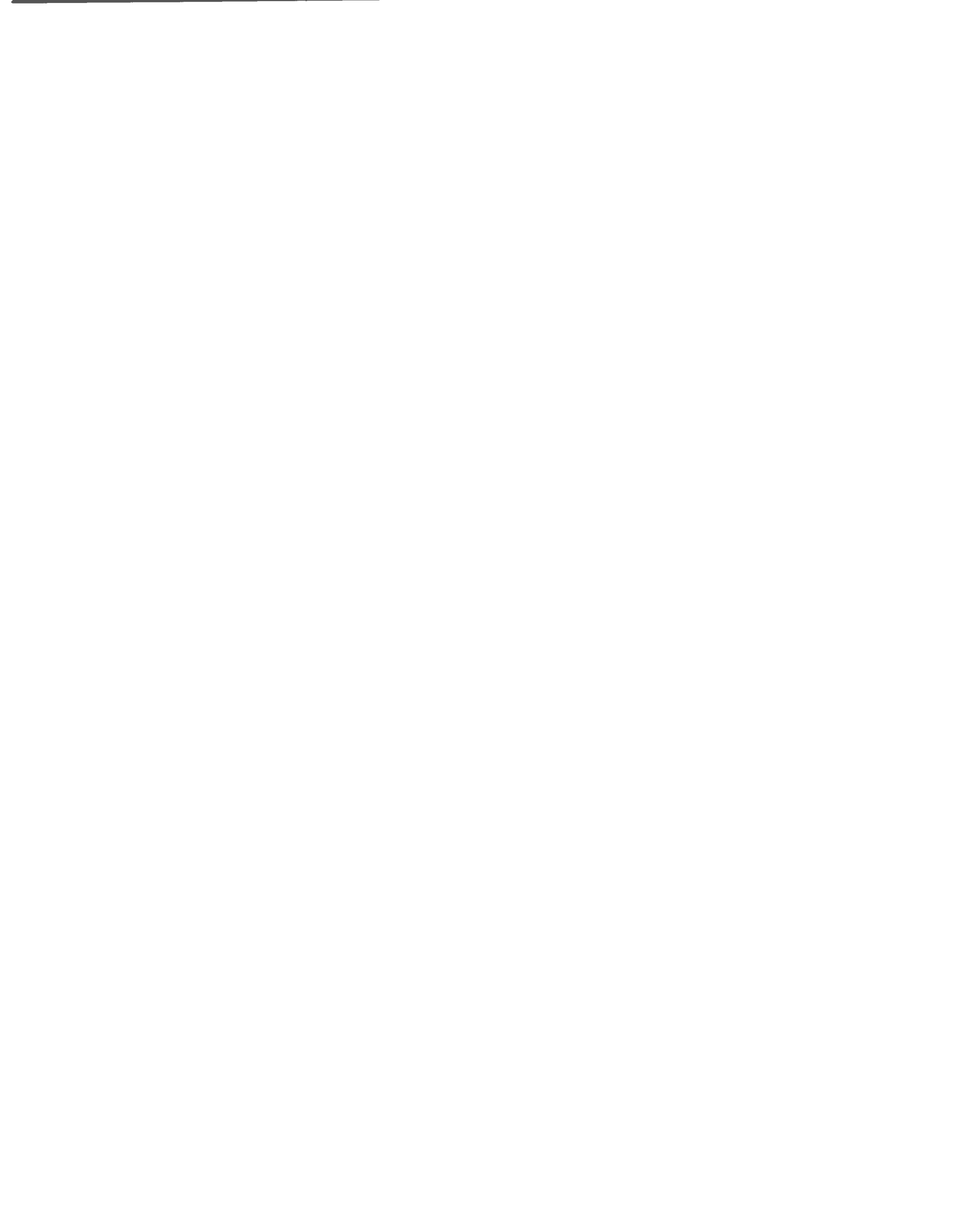
FURNITURE PRICING

EXHIBIT E-5 ITEMS

Item	Description	Unit Price
1	KI Lancaster Auditorium Style Fixed Seating 3" Foam seat cushion / 2" Foam back cushion/ Plastic arm Caps. Seat Size: 22" on Center	\$ 430.02
2	KI Lancaster Auditorium Style Fixed Seating w/ ADA Swing Arm 3" Foam seat cushion / 2" Foam back cushion/ Plastic arm Caps. Seat Size: 22" on Center	\$ 499.22
3	KI Perth Glider with Closed Arms Model Number: PG/NC-WAC-NFR-NMB	\$ 1,083.21
Taxable Labor		\$ 61,700.80
Monthly Storage Fee		\$22.00 per pallet position

EXHIBIT E-6 ITEMS

Item	Description	Unit Price
1	Knoll Calibre 4-H Bookcase Model Number: C4B5830-S	\$ 335.45
2	Knoll Generation Work Chair w/ High Performance Arms Model Number: 11-1-HP-2-S-L-SC-ASMQ-DK-06- USF-GENU06 Chair Type: Generation by Knoll Work Chair (11-1) Arms: High Performance Arms (HP) Base: Plastic Base (2) Cylinder: Standard (S) Lumber: Optional Lumbar (L) Casters: Soft Casters for hard floors (SC) Assembly: Fully Assembled (ASMQ) Finish: Dark Finish (DK) Back Net Color: Espresso (06) Seat Foam: Ultra Seat Foam (USF) Seat Fabric color: Espresso (GENU06)	\$ 568.99
3	Knoll Generation Work Chair w/ No Arms Model Number: 11-1-NA-2-S-L-SC-ASMQ-DK-06- USF-GENU06 Chair Type: Generation by Knoll Work Chair (11-1) Arms: No Arms (NA) Base: Plastic Base (2) Cylinder: Standard (S)	\$ 448.35



	Lumber: Optional Lumbar (L) Casters: Soft Casters for hard floors (SC) Assembly: Fully Assembled (ASMQ) Finish: Dark Finish (DK) Back Net Color: Espresso (06) Seat Foam: Ultra Seat Foam (USF) Seat Fabric color: Espresso (GENU06)	
4	Knoll Multi-Generation Stacking Multipurpose Chair w/ Fixed Arms Model Number: 2-S-A-S-X-GL-2-ON-GENF06 Chair Type: MultiGeneration by Knoll Stacking Chair (2-S) Arms: Arms (A) Seat: Upholstered Seat Pad (S) Basket: No Book Basket (X) Casters: Glides (GL) Frame Finish: Black (2) Shell Finish: Onyx (ON) Seat Fabric color: Espresso (GENF06)	\$ 178.62
5	Knoll Multi-Generation Multipurpose Stacking Chair w/ No Arms and Casters Model Number: 2-S-C-S-X-SC-2-ON-GENF06 Chair Type: MultiGeneration by Knoll Stacking Chair (2-S) Arms: No Arms (C) Seat: Upholstered Seat Pad (S) Basket: No Book Basket (X) Casters: Soft Casters for hard floors (SC) Frame Finish: Black (2) Shell Finish: Onyx (ON) Seat Fabric color: Espresso (GENF06)	\$ 168.56
6	Knoll Florence Knoll Three Seater Bench Model Number: 2530Y3C	\$ 2,517.15
7	Knoll Washington Skin Nylon Armless Chair Model Number: WS2CN-001	\$ 263.59
8	Knoll Washington Skeleton Painted Aluminum Armless Chair Model Number: WS1CA-906T	\$ 429.94
9	Knoll Florence Knoll Three Seater Bench Model Number: 2530Y3C	\$ 2,517.15
10	Knoll Anchor 48"W Credenza Model Number: WC2248B30018L(N)	\$ 590.61
11	Knoll Anchor 60"W Credenza Model Number: WC2260B36024L(N)	\$ 655.56
12	Knoll Calibre Front 3 H Lateral File Model Number: C2F3930CCCC	\$ 452.84
13	Knoll Calibre Front 39"H Lateral File Model Number: C2F3936CCCC	\$ 503.43
14	Knoll Calibre Front 39"H Lateral File	\$ 547.82

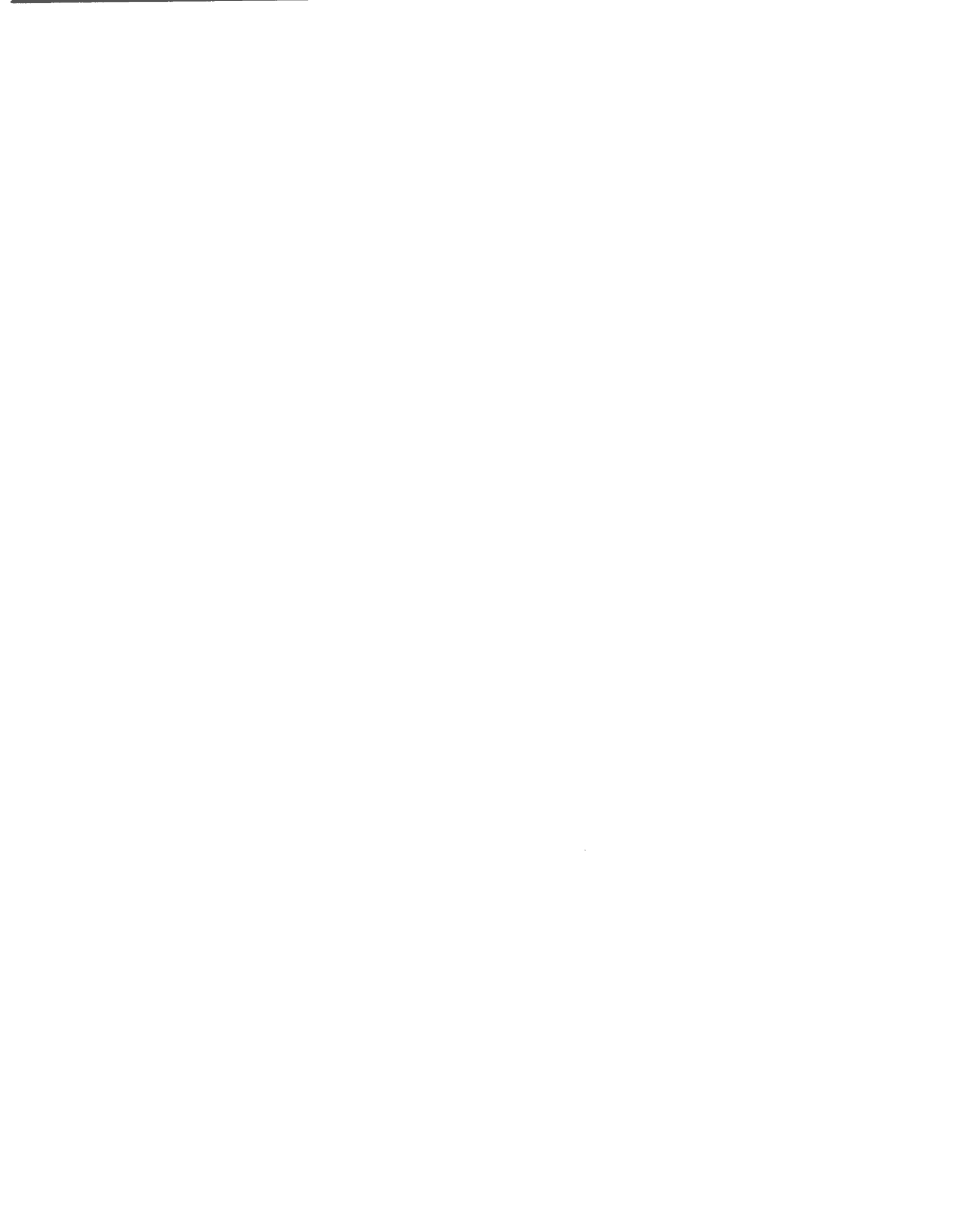


	Model Number: C2F3942CCCC		
15	Knoll Calibre Front 63"H Lateral File Model Number: C2F6336CZCCCC	\$	769.30
16	Knoll Calibre Front 63"H Lateral File Model Number: C2F6342CZCCCC	\$	858.19
17	Knoll Calibre 24"D Mobile Pedestal Model Number: 3C24C01	\$	365.46
18	Knoll Calibre 108"W Rectangular Laminate Lateral File Top Model Number: CM10818	\$	166.78
19	Knoll Caliber 108"W Rectangular Laminate Lateral File Top Model Number: CM10836	\$	248.45
20	Knoll Calibre 72"W Lateral File Top Model Number: CM7218	\$	115.49
21	Knoll Calibre Front 2H Cabinet w/ Doors Model Number: C2C3436C	\$	446.76
22	Knoll Calibre Front 2H Cabinet w/ Doors Model Number: C2C3436C	\$	446.76
23	Knoll Pixel Custom Size 24x30 4-Leg Rectangular Table Model Number: KFXW2430-G-118-118T-Y-906T (Custom Size)	\$	618.22
24	Knoll Pixel 4-Leg Rectangular Table Model Number: KFXW6030-G-118-118T-Y-906T	\$	529.66
25	Knoll Pensi Square Cafe Table Model Number: 29TS-27-LM	\$	1,025.40
26	Knoll 1966 Exterior Square Dining Table Model Number: 1966-26H-P-14-14	\$	1,360.16
27	Knoll Pixel Column Leg Round Table Model Number: KBXW36D-G-118-367-Y-906T	\$	512.28
28	Knoll Antenna Simple Round Table Model Number: YKTR42SDHN-L-118-118-613	\$	328.21
29	Knoll Antenna Leg Base Round Table Model Number: YKTR48D-L-118-118-613-613	\$	390.86
30	Knoll Pixel 4-Leg Rectangular Table Model Number: KFXW4824-G-118-118T-Y-906T	\$	495.32
31	Knoll Pixel 4-Leg Rectangular Table Model Number: KFXW6024-C-118-118T-Y-906T	\$	512.28
32	Knoll Pixel 4-Leg Rectangular Table Model Number: KFXW7224-G-118-118T-Y-906T	\$	559.46
33	Knoll Pixel 4-Leg Rectangular Table Model Number: KFXW6030-G-118-118T-Y-906T	\$	529.66
34	Knoll Pixel 4-Leg Rectangular Table Model Number: KFXW7236-G-118-118T-Y-906T	\$	588.42
Taxable Labor		\$	48,387.33
Monthly Storage Fee		\$22.00 per pallet position	



EXHIBIT E-7 ITEMS

Item	Description	Unit Price
1	Egan Standing Height Mobile Audio Visual Cart Model No: EODK Finish: Nepal Teak (7209-60)	\$ 1,335.16
2	Gressco Move-Upp Theme Wagon Model Number: 456101 Product Line: HABA	\$ 1,185.71
3	Geiger Full Twist Guest Chair Model No: SFT1W (Walnut)	\$ 1,120.51
4	Davis Modo 96"W Banquet Seating with Back Model Number: MD-2096	\$ 2,293.94
5	Davis Modo 72"W Banquet Seating with Back Model Number: MD-2072	\$ 1,889.28
6	Gressco HABA 15"H Stackable Stool Product Number: 111654	\$ 102.20
7	Gressco Children's Furniture Company Computer Chair Product Number: Y2031215	\$ 184.62
8	Andreu World Beat Upholstered Ottoman Model Number: RS-0212 Knoll Textiles / Pattern: Whip / Color: Tuscany K1386/15	\$ 749.18
9	Andreu World Beat Upholstered Ottoman Model Number: RS-0212 Knoll Textiles / Pattern: Whip / Color: Sprig K1386-8	\$ 749.18
10	Andreu World Beat Upholstered Ottoman Model Number: RS-0212 Knoll Textiles / Pattern: Smart / Color: Grotto K1268/12	\$ 706.31
11	School Outfitters Adjustable-Bottom Safety Crib w/ One Clear End & Mirror Sku Number: WBC-WB9504	\$ 316.55
12	Gressco HABA Forminant Property 16 Compartment Cubby Product Number: 508500	\$ 762.64
13	Egan Tec-Tern Lectern With Laptop Shelf Technology Package: TLLS-BL-CC-(WHITE)-BP	\$ 2,845.88
14	Egan Tec-Tern Lectern With Laptop Shelf Technology Package: TLLS-BL-BL-BP	\$ 2,779.12
15	Magnuson Group 2000 Series Mag Rak Model Number: 2040	\$ 197.25



16	Magnuson Group UMEA Outdoor/Indoor Waste & Recycling Receptacles Model Number: UMEA-30	\$ 2,085.16
17	Magnuson Group UMEA Outdoor/Indoor Waste & Recycling Receptacles w/ Angled Hood Model Number: UMEA-32	\$ 2,373.63
18	Metro Super Adjustable Super Erecta Shelving 4-High Model No.: A1842NK3	\$ 178.60
19	Metro Super Adjustable Super Erecta Shelving 5-High Model No.: A1836NK3	\$ 245.78
20	Metro Super Adjustable Super Erecta Shelving 5-High Model No.: A2436NK3	\$ 257.60
21	Metro Super Adjustable Super Erecta Shelving 5-High Model No.: A2442NK3	\$ 288.62
22	Metro Super Adjustable Super Erecta Shelving 5-High Model No.: A2448NK3	\$ 288.62
23	Metro Super Adjustable Super Erecta Shelving 5-High Model No.: A2460NK3	\$ 329.36
24	Metro Super Adjustable Super Erecta Shelving 6-High Model No.: A2448NK3	\$ 337.87
25	Gressco HABA Move-Upp Cabinet Model Number: 439520	\$ 1,406.59
26	David Edward Fly Round End Table Model Number: 03T51	\$ 558.30
27	Gressco HABA All Purpose Round Table Product Number: 167625	\$ 537.36
28	Gressco Children's Furniture Company Two Person Computer Table Product Number: Y555	\$ 505.49
29	Egan Tackable Wings 60"W Tackboard Model Number: DT6048	\$ 571.65
30	Egan Tackable Wings 72"W Tackboard Model Number: DT7248	\$ 593.90
31	Tucci Plantation Classic Exterior Parasol Product Line: Plantation / Style: Classic / Form: Hexagon / Diameter: 8.5'	\$ 1,332.96
32	Egan Aluminum Frame 120"W Markerboard Model Number: MER12048	\$ 853.02
33	Egan Dimension 48"W Mobile White	\$ 1,164.07



	Board Model Number: VBD4872	
34	Egan Aluminum Square Frame 60"W Markerboard Model Number: MES6048	\$ 479.67
35	Egan Aluminum Square Frame 72"W Markerboard Model Number: MES7248	\$ 529.12
Taxable Labor		\$ 41,767.14
Monthly Storage Fee		\$22.00 per pallet position

EXHIBIT E-8 ITEMS

Item	Description	Unit Price
1	Nucraft Kai Two-Door Credenza Model Number: KACC-7229-W	\$ 4,735.87
2	Nucraft Kai Two-Door Credenza Model Number: KACC-7229-W	\$ 4,735.86
3	Nucraft Kai Rectangle Wood Top Conference Table Model Number: KATT-9648 Kai Small Wood Door Power & Data Matrix: Model Number: PM-SM-W-B	\$ 8,182.64
4	Nucraft Fleet Folding Top Training Table with T-Legs Model Number:FLR-2460-TEN	\$ 993.58
5	Nucraft Powered Fleet Folding Top Training Table with T-Legs Model Number:FLR-2460-TEN Power & Data: Tech Node: PUP-USB (Center, near edge)	\$ 1,333.50
6	Nucraft Fleet Folding Top Training Table with C-Legs Model Number:FLR-2460-CS	\$ 758.69
7	Nucraft Fleet Folding Top Training Table with T-Legs Model Number:FLR-2472-TEN	\$ 1,238.34
8	Nucraft Powered Fleet Folding Top Training Table with T-Legs Model Number:FLR-2472-TEN Power & Data: Tech Node: PUP-USB (Center, near edge)	\$ 1,427.20
9	Nucraft Fleet Folding Top Training Table with C-Legs Model Number:FLR-2472-CS	\$ 803.79



10	Nucraft Powered Fleet Folding Top Training Table with C-Legs Model Number:FLR-2472-CS Power & Data: Tech Node: PUP-USB (Center, near edge)	\$ 1,143.42
	Taxable Labor	\$ 7,677.94
	Monthly Storage Fee	\$22.00 per pallet position



EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

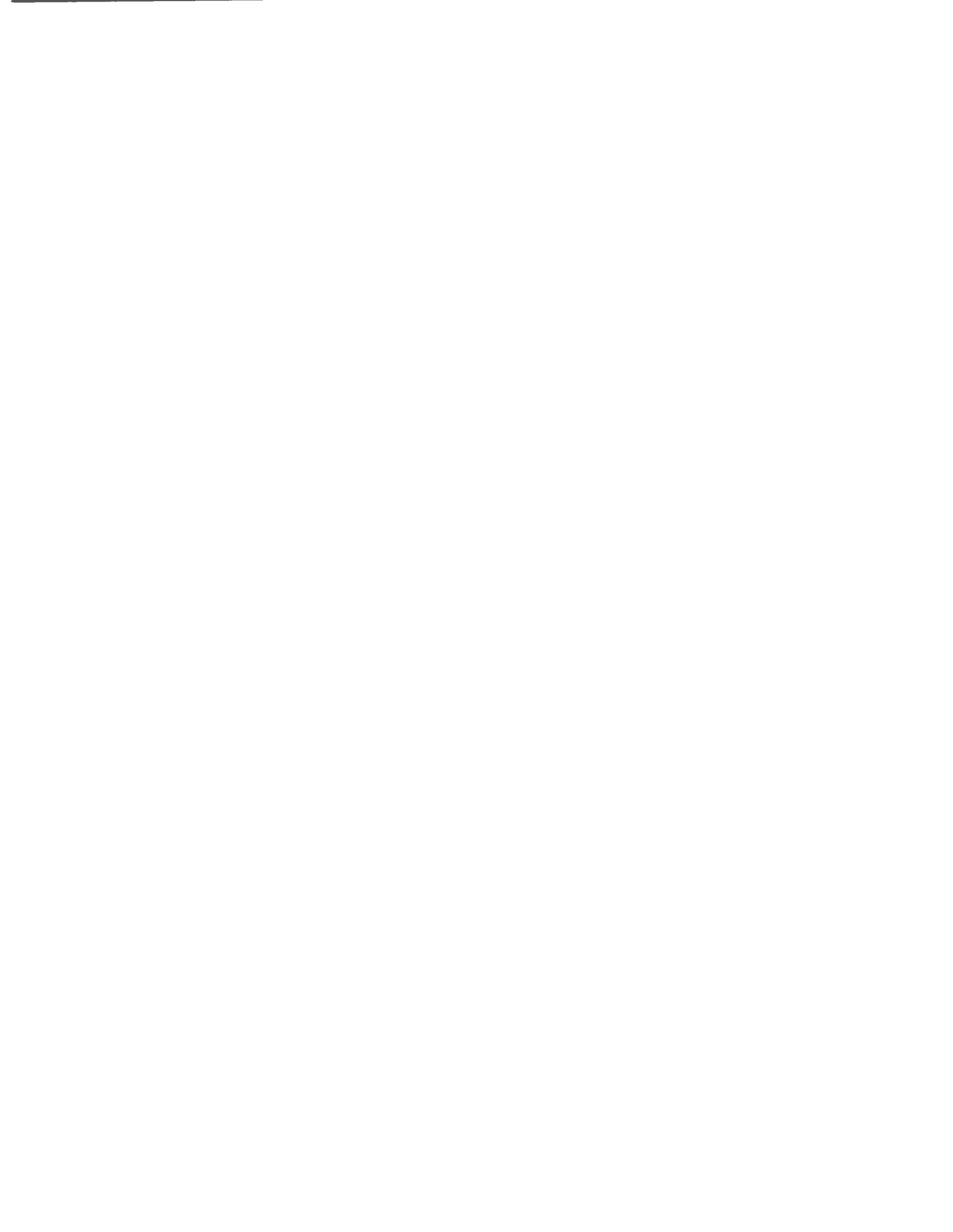


EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: KBM Workspace, Inc.

PRINCIPAL: Stan Vuckovich TITLE: President/Owner

SIGNATURE:  DATE: 11/23/2016



EXHIBIT E

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

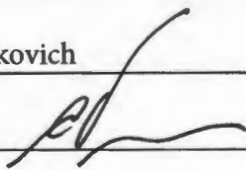
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: KBM Workspace, Inc.

PRINCIPAL: Stan Vuckovich TITLE: President/Owner

SIGNATURE:  DATE: 11/23/2016

MEMORANDUM

TO: THE PRESIDENT
FROM: THE SECRETARY OF DEFENSE
SUBJECT: [Illegible]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Illegible text block]

[Handwritten signature]

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of November 30, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and Metro Contract Group hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain East County Hall of Justice workstation, private office, and common area ancillary furniture designs services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide East County Hall of Justice workstation, private office, and common area ancillary furniture design services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Definition of Services
Exhibit A-1 Specific Requirements
Exhibit A-2 Deliverables
Exhibit A-3 Description of Furniture
Exhibit B Payment Terms
Exhibit C Insurance Requirements
Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from December 7, 2016 through December 6, 2019.

The compensation payable to Contractor hereunder shall not exceed Forty-One Thousand Two Hundred Seventy-Eight dollars (\$41,278) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

METRO CONTRACT GROUP

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Dwight Jackson
(Printed)

Title: Purchasing Agent

Title: President

Date: 12/8/16

Date: 30 – Nov. 2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.

 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest

and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda
1401 Lakeside Drive, Suite 800
Oakland, CA 94612
Attn: David Savellano

To Contractor: Metro Contract Group
1111 Broadway, Suite 1650
Oakland, CA 94607
Attn: Dwight Jackson

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither

Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no

event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its East County Hall of Justice workstation, private office, and common area ancillary furniture designs services shall not exceed \$41,278 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
- 24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. **HEADINGS** herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County's defense and/or settlement of such proceeding.

- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. **EXTENSION:** This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide East County Hall of Justice workstation, private office, and common area ancillary furniture designs with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements
Exhibit A-2 Deliverables
Exhibit A-3 Description of Furniture

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901474, including any addenda, specifically including Exhibit D, E-1 through E-9, and F-1 through F-9 of the RFQ, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name:	Title:	Phone Number:	Email:
Dwight A. Jackson	President/CEO	510-254-4281	dwight@metrocontractgroup.com
Shannon Charles	Account Coordinator	805-233-2059	scharles@vcoffices.com
Sal Alcala	Field Project Manager	510-396-3848	salcala@vcoffices.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Contractor's responsibilities include, but not limited to:
 - a. Responsible for coordination with General Contractor and Electrical/Data Subcontractor(s) for compatibility of the ancillary furniture, electrical and data wiring system with the buildings' electrical and data wiring system prior to the Contractor finalizing their purchase order specifications to the ancillary furniture manufacturer.
2. Project Pre and Post Substantial Completion Phase
 - a. Contractor's product may be required for delivery and installation prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
3. Delays
 - a. "Unavoidable Delays": The term "unavoidable delay" shall mean and include, but not be limited to: acts of God; acts of the public enemy; adverse weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; accidents; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the work ordered by the Alameda County insofar as they necessarily require additional time in which to complete the Project; the prevention by the Alameda County of Contractor from commencing or prosecuting the work; the prevention of Contractor from commencing or prosecuting the work because of the acts of others, excepting Contractor's Subconsultants or Subcontractors, or Lower-Tier Subconsultants or Subcontractors, or their employees or agents; the prevention of Contractor from commencing or prosecuting the work because of failure of Alameda County to furnish the necessary materials, when required by the Contract and when requested by Contractor in the manner provided in the Contract; and inability to procure or failure of public utility service.

- b. "Avoidable Delays": The term "avoidable delay" shall include, but is not limited to:
- (1) Any delay which could have been avoided by the exercise of care, prudence, foresight and diligence on the part of Contractor;
 - (2) Any delay in the prosecution of parts of the work, which may in itself be unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the work, nor delay the specified Installation Completion Deadline;
 - (3) Any delay caused by the untimely review by Contractor of the Contract, including but not limited to the specifications; and/or
 - (4) Any delay arising from an interruption in prosecution of the work resulting from reasonable interference from other contractors employed by Alameda County that does not delay the specified Installation Completion Deadline.

4. Storage Fees

- a. Project construction schedules are subject to change. Should the construction schedule be delayed and thus cause a change to the original established delivery date(s) scheduled (see Notice to Proceed), the Contractor may request storage fees. The first 30 calendar days of storage shall be free of charge and a monthly fee may be requested for the following months. A monthly fee for storage of all the items contained in this contract is found within Exhibit B - Payment Terms. The goods/product shall remain the property of the Contractor until the actual delivery date(s).
- b. Cost of storage of the goods/product prior to the established delivery date by the County shall be at the Contractor's sole expense.

5. Notice to Proceed (NTP) with Manufacturing the Products

- a. Contractor must receive in writing an NTP with Manufacturing the Products from Alameda County's Designated Representative prior to authorizing the commencement of manufacturing fabrication of the Products by the manufacturer.
- b. Contractor shall submit in writing within three working days to Alameda County's Designated Representative an acknowledgement of receipt of Alameda County's NTP with Manufacturing the Products and shall include the date the

Furniture Contractor is authorizing the commencement of manufacturing and fabrication to the manufacturer.

6. Installation

a. Project Premises Visit and Inspection:

- (1) Contractor shall examine the project site and familiarize itself; verify the stage of completion of the premises and the Project prior to delivery; determine availability of facilities for access, delivery, transportation and staging area; determine the physical and environmental restrictions imposed by Alameda County and the condition of the premises and separate furniture contractors.

b. Examination and Preparation

- (1) Verify furniture layout information shown on Alameda County approved Ancillary Furniture Plan Drawings in relation to existing conditions before laying out the work.
- (2) Contractor shall request Alameda County's Designated Representative's and General Contractor's approval as to the means and materials for layout verification prior to performing the layout verification with non-staining chalk or tape or string or other means of the furniture placement on finished floors for verification by Alameda County's Designated Representative. Contractor is responsible for performing the onsite layout of the work for Alameda County's review and approval prior to delivery and installation of the ancillary furniture.
- (3) Project Site
 - (a) 24 hours before first delivery, examine site, including elevators and loading and staging areas, to confirm conditions for proper performance of the work. Existing damage to building or debris that hinders performance of the work shall immediately be called to attention of Alameda County's Designated Representative.
- (4) Examine goods immediately on delivery and again before installation. Reject damaged or defective goods.
- (5) Environmental Limitations
 - (a) Do not install goods until construction and wet work in spaces, including painting, is complete and dry, work above ceilings is

complete, and ambient temperature and humidity conditions are maintained at the levels for project when occupied for its intended use.

(6) Work Hour Restrictions

- (a) Allowable work hours at the project site are 8:00 a.m. to 4:00 p.m. unless otherwise notified in writing by Alameda County's Designated Representative.

7. Mandatory Onsite Mockup Installation

- a. Mockup is a "First Installation" prior to the full delivery and installation of components. Contractor shall provide monitor arms, task lights, or Central Processing Unit holders and shall coordinate with Court and County Designated Representatives for mounting location instructions, and to perform a mockup for approval at one County and one Court Workstation and one County and one Court Office to verify selections and placement locations and to demonstrate aesthetic effects and workmanship for Alameda County's review and approval to proceed.
- b. Locate mockups on project site in a scheduled installation location as specifically directed by Alameda County's Designated Representative.
- c. Notify Alameda County's Designated Representative seven days in advance of dates and times when County and Court mockups will be installed.
- d. Mockup shall be considered a First Installation and remain as a permanent installation at an assigned location designated to receive the Ancillary Furniture as part of the project's installation schedule.
- e. Contractor shall obtain Alameda County's Designated Representative's approval of the County and Court Mockups in writing before proceeding with the remaining full delivery and installation of the remaining product components. Contractor shall retain County and Court Alameda County approved mockups as a control standard for judging the completed work.

8. Furniture, Furnishings, Fixtures, and Equipment (FF&E) Anchorage

- a. Contractor shall be responsible for anchoring all FF&E items to the building to mitigate seismic hazard as required by code and that are as follows:
 - (1) Wall mounted furnishings with a weight of 20 lbs. or greater.

- (2) Floor standing furnishings with a height of 60 inches or greater.
 - (3) Floor standing furnishings with a weight of 400 lbs. or greater.
- b. Contractor shall submit anchorage method and anchorage locations to project Architect and Alameda County's Designated Representative for written approval to proceed before proceeding with any FF&E anchorage.
 - c. Where FF&E components are requested by Alameda County to be ganged attached to one another, such as two or more lateral file cabinets, such ganging attachments shall be performed by the Contractor at no additional cost to Alameda County.
9. FF&E Requiring Lock and Key System:
- a. Locks
 - (1) Provide six-pin tumbler lock with single-bitted keys. Interchangeable, field-changeable, master keyed lock systems on applicable components. Provide two keys per lock cylinder. All locks from each lock manufacturer shall be master keyed. Provide five master keys from each lock manufacturer.
 - (2) Lock Finish: Chrome (Bright Nickel Plate).
 - b. Keying
 - (1) Provide 499 unique lock combinations before repeats are used
 - (a) Workstations
 - (i.) All components scheduled to receive locks within an individual workstation space will be Keyed Alike.
 - (ii.) Each individual workstation will be Keyed Random to every other individual workstation and individual Private Office.
 - (iii.) Leave two keys in two workstation component lock cylinders in the same workstation space.
 - (iv.) All remaining keys for components within a workstation space shall be tagged with that unique workstation location and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(b) Private Office

- (i.) All components scheduled to receive locks within an individual Private Office space will be Keyed Alike.
- (ii.) Each Private Office will be Keyed Random to every other individual workstation and individual Private Office.
- (iii.) Leave two keys in two Private Office component lock cylinders in the same Private Office space.
- (iv.) All remaining keys for components within a Private Office space shall be tagged with that unique Private Office location number and placed in a labeled envelope and hand delivered to Alameda County's Designated Representative.

(c) Other Room Types

- (i.) Refer to Alameda County's Designated Representative for lock and key instructions for products specified to receive locks prior to product fabrication.

- (2) Hand deliver all Master Keys and all tagged keys in envelopes to Alameda County's Designated Representative.

10. Cleaning, Protection, and Adjustments

- a. Upon completion of the installation, remove and dispose of all debris in accord with applicable regulatory code from the building created by furnishings installation and leave all areas clean.
- b. Protect carpet during installation of FF&E units and remove any soiled spots from the face of the carpet.
- c. Upon notice by Alameda County, Contractor shall provide the services necessary for touch-ups or restoration of furnishing's finishes as approved by Alameda County, or arrange for return or replacement of the damaged item.
- d. Upon request by Alameda County, Contractor shall furnish technical representatives to provide adjustments of hardware and components at place of installation.

- e. Touch-up and restore finishes in accordance with manufacturer's written recommendations after installation to eliminate any unsatisfactory appearance as determined by Alameda County.
 - (1) For touch-ups, use paint material and colors to match shop applied finish.
- 11. Where requirements indicated on the drawings or specified herein differ or are in conflict with reference standards or code, the reference standard or code shall govern as approved by Alameda County.
- 12. Alameda County's Designated Representative shall be immediately notified by the Contractor in writing should a difference or conflict be discovered to receive instructions in writing before proceeding with that part of the Work.

EXHIBIT A-2

DELIVERABLES

1. Delivery and installation may be required prior to Substantial Completion and the Final Completion may occur earlier than April 2017 in some areas of the buildings requiring a phased installation schedule.
2. Coordination
 - a. Coordinate submittals, following Contracts Award, with project schedule, purchasing, manufacturing lead-times, delivery, other submittals, and activities that require sequential operations. Submittals are not requests for contract modifications.
 - (1) Allow five working days for initial review.
 - (2) Alameda County will not accept submittals from sources other than the Contractor.
 - (3) Contractor shall deliver all submittals to Alameda County's Designated Representative.
3. Preparation
 - a. Place a permanent label on each submittal for identification. Provide a 4-by-5-inch (100-by-125-mm) space on the label or beside title block to record review and approval markings and action taken. Include the following information on the label:
 - (1) Project name and location.
 - (2) Date.
 - (3) Name and address of Alameda County's Designated Representative.
 - (4) Name and address of Contractor.
 - (5) Name and address of manufacturer.
 - (6) Drawing number and detail of reference.

4. Review

- a. Alameda County's Designated Representative will review each submittal, mark as appropriate to indicate action taken, and return copies less those retained , as follows:
- (1) "Reviewed: No Exceptions Taken": Final unrestricted release; the work covered by submittal may proceed.
 - (2) "Reviewed: Make Corrections as Noted": Final-but-restricted release; the work covered by submittal may proceed provided it complies with Alameda County's Designated Representative's notations and corrections.
 - (3) "Not Approved, Revise and Resubmit": Returned for re-submittal; do not proceed with the work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to Alameda County's Designated Representative's notations and corrections.
 - (4) "Submit Additional Information": Incomplete; do not proceed with the work covered by submittal. Prepare additional information requested.
 - (5) "Action Not Required": Submittal is primarily for information purposes, record purposes, special processing, or other Contractor activity.

5. Submittals

- a. Prepare and submit as follows:
- (1) Product Data
 - (a) Submit three copies for each item specified. Include the following:
 - (i.) Data indicating manufacturer's model number and compliance with specified standards and requirements.
 - (ii.) Manufacturer's written instructions and recommendations.
 - (iii.) Rated capacities, dimensions, weights, required clearances, and furnished specialties and accessories.
 - (2) Shop Drawings when required in the specifications or requested by the Alameda County's Designated Representative:

- (a) Product Detailed Shop Drawing submittal shall be complete and submitted to Alameda County's Designated Representative for approval in writing prior to the commencement of the furniture fabrication process by the Contractor and the furniture manufacturer.
 - (i.) Shop Drawings shall clearly identify deviations from the CFO Contract Documents to accommodate the installation with the building's architecture.

- (3) Submit Samples of actual material to be used and finished as specified. Submit one set for samples illustrating assembly details, workmanship, fabrication techniques, and similar characteristics; submit three sets for all other samples. Show limits of variations where variations are inherent in the material. Show full pattern repeat. Include product name or name of manufacturer. Submit Samples for each material as follows:
 - (a) Fabric: Manufacturer's standard-size units, not less than size indicated, from dye lot to be used for the work, with specified treatments applied. Mark top and face of fabric.
 - (i.) Upholstery: 3 inches (76 mm) square minimum.
 - (ii.) Panel Fabric: 0.25 yards (228.75 mm).
 - (iii.) Panel Fabric sample submittal shall have the highest priority due to the fabric production long lead time. Panel Fabric submittals shall be received by Alameda County's Designated Representative for submittal review within ten working days following the Contract Award.

 - (b) Exposed Finishes: Manufacturer's standard-size units and not less than 3 inches (76 mm) on substrate used for project.
 - (i.) Where finishes are described as To Be Determined, submit manufacturer's standard color option samples for review and selection by Alameda County's Designated Representative.

 - (c) Hardware and Accessories: Full-size units of drawer and door pulls, drawer slide, hinges, wardrobe coat hook, and wardrobe coat rod.

 - (d) Work surface support leg: Submit leg option profiles and dimensions.

6. Delivery and Storage

- a. Comply with manufacturer's written instructions, using means and methods that will prevent damage, deterioration, and loss, including theft:
- (1) Contractor shall perform an inside building delivery, assembly, and installation at Alameda County Floor Levels Basement, 1, 2, and 3.
 - (2) Contractor shall perform deliveries and installations in phases on a Floor by Floor basis as scheduled by Alameda County Designated Representative.
 - (3) Deliveries shall be made to each Alameda County room with the product types/model numbers/Standard Codes specified in this RFQ's Bid documents and in the quantities and locations specified in this RFQ's Bid documents.
 - (4) Contractor shall coordinate with Alameda County's Designated Representative for Site Access and for the Work Restriction, Use of Premises, and Building Requirements.
 - (5) Contractor shall coordinate with General Contractor and Alameda County's Designated Representative for all building systems, materials and finishes protection requirements for delivery and installation of goods.
 - (6) Deliver goods in manufacturer's original sealed packaging with labels or blanket wrapped with written instructions for handling, storing, protecting, and installing. On receipt, inspect goods for damage. Do not install damaged goods.
 - (7) Inspect products at time of delivery for compliance with the RFQ's Bid Documents and to verify that items are undamaged and properly protected.
 - (8) Delivery shall not be made until goods are required for installation to minimize long-term storage and to prevent overcrowding Project site.
 - (9) Truck Delivery Schedule: Contractor shall develop and submit a Truck Delivery Schedule indicating: 1) the number of trucks to be received on site per day; 2) times of arrival for each truck; and 3) general description of components on each truck prior to receiving the first delivery of furniture and submit Truck Delivery Schedule to Alameda County's Designated Representative.

- (10) Store goods in a manner that will facilitate inspection and measurement of quantity or counting of units.
- (11) Store heavy items in a manner that will not endanger supporting construction.
- (12) Maintain temperature and humidity within range required by manufacturer's written instructions.
- (13) Cover, ventilate, and protect installed goods from damage caused by moisture, heat, staining, dirt, abrasion, or other conditions that may adversely affect appearance or use.

7. Side Marking

- a. Furniture Contracture shall issue side marking instructions/information to manufacturer at the time of order placement. Side mark labels shall clearly indicate FF&E code number, floor number and room/location number.

8. Handling

- a. Provide wheeled carts, dollies, and hand trucks with pneumatic tires for moving goods.

9. Protection

- a. Protect construction and work of other contracts including terrazzo and carpet flooring, wall surfaces, doors, and door frames. Contractor shall be liable for any loss or damage to any work in place on the job site caused by him or his agents, employees or guests and to replace all damaged or defective work before requesting final acceptance.
 - (1) Install surface protection pads in elevator as required by Alameda County.
 - (2) Protect floors from wheeled carts, dollies, and hand trucks with hardboard.
 - (a) The floor surfaces at ground floor lobby, elevators 1-5 and elevator lobbies at each floor are all terrazzo. For terrazzo floor protection, use plastic sheet material (Coroplast or equivalent).
 - (3) Protect columns and comers of walls and elevators.

10. Schedule

- a. Any deliveries to the jobsite made without prior scheduling with Alameda County's Designated Representative will be rejected and rescheduled for another delivery date at the Contractor's expense.

(1) Traffic Control

- (a) Contractor shall provide and maintain traffic control and flagging during all deliveries, including any required permits for street use.

(2) Parking

- (a) Vehicular parking will not be provided for this project at any time. Contractor must make its own arrangements for offsite parking.

11. Installation shall comply with manufacturer's specifications, standards and procedures. The Contractor and installer shall be responsible for installation.

12. Fire, smoke, and flammability standards

- a. Contractor shall provide evidence of compliance to the County with the following:

- (1) System furniture shall comply with the requirements of Technical Bulletin 117 of the California Bureau of Home Furnishings.
- (2) Flame Spread Ratings: Provide materials with minimum Class III flame spread rating, 76-200, and Class C smoke density classification, 201-450 and Class II and Class I compliance where required as a minimum by Code.

13. Pre-installation Conference

- a. Upon award, authorized and experienced representatives of the Ancillary Furniture manufacturer and installer shall be available for a meeting or meetings with Alameda County to review:

- (1) Furniture systems quality control requirements including details of construction.
- (2) Availability of materials, electrical and data coordination.
- (3) FF&E Contract Drawings and Specifications.

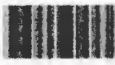
- (4) On-site conditions affecting or which may affect furniture installations.
- (5) Delivery/installation schedules and sequences.
- (6) Review requirements for inspections, proposed installation procedures, and follow-up meetings.

EXHIBIT A-3

DESCRIPTION OF FURNITURE

1. All furniture items are custom. Contractor shall use Creative Wood products.
2. The County is under no obligation to purchase any or all items listed in the Exhibit. The County may purchase only select items in the contract. Or the County may purchase all of the items selected.

3. Customer Court Reporter Desk:

FF&E Tag:	TB-51	FF&E Style 3:	Desk
		Std. Depth:	25.000
REVISED:	7/1/2016	Std. Height (in):	29.00
=		Std. Width (in):	43.00
Responsibility:	OFOI	Std. Weight (lbs):	0
Manufacturer:	Custom	ASE:	N/A
Product Line:	SEE NOTES	ASE Anchorage:	N/A
CA TB 117 Compliance:	N/A	ASE AW:	N/A
CA TB 133 Compliance:	N/A	ASE Data Low Voltage:	N/A
ADA/CBC Compliance:	Required	ASE Mechanical:	N/A
FF&E Category 1:	Ancillary	ASE Plumbing:	N/A
FF&E Category 2:	Casegoods	ASE Power:	N/A
FF&E Category 3:	Workstation	Shop Drawings:	Required
FF&E Style 1:	Court Reporter		
FF&E Style 2:	Wood		
Description:	SEE ASE NOTES		
Fabric:	N/A		

ASE & Important Notes: CUSTOM COURT REPORTER DESK

REFER TO ATTACHED TB-51 DESK DRAWING DETAILED SPECIFICATION INFORMATION

Dimension: 28 1/2" x 45 1/2" x 29"H

Wood Finish: Walnut (Control Stain Sample will be supplied by AC County Representative)

Storage: Built in 10"W Box/Box/File cabinet

Locks: Yes - A single cam lock to lock and unlock all three drawers

Top UV Finish: Open Pore Low Sheen

Grommet: No Grommets

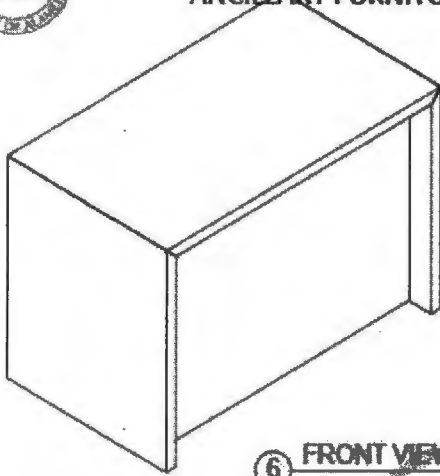
Casters: Yes - Desk Casters (Locations and quantity to be coordinated with AC County Representative)

Includes Steel L-Angles at desk to connect the unbraced desk side wall with the desk front wall and the same unbraced desk side wall with the desk top with Steel L-Angle quantity and locations as required for desk rigidity as required for caster installation and proper caster function.

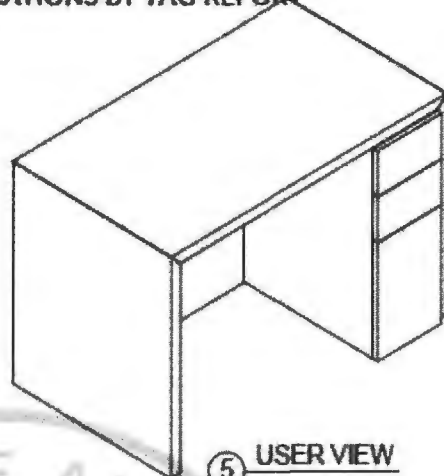
FF&E Tag End: TB-51



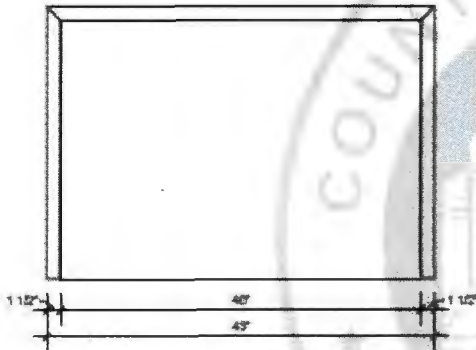
ANCILLARY FURNITURE SPECIFICATIONS BY TAG REPORT



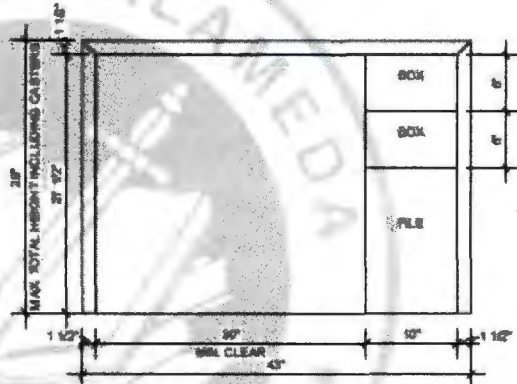
⑥ FRONT VIEW



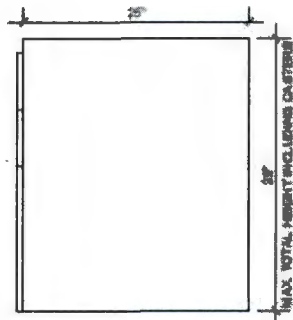
⑤ USER VIEW



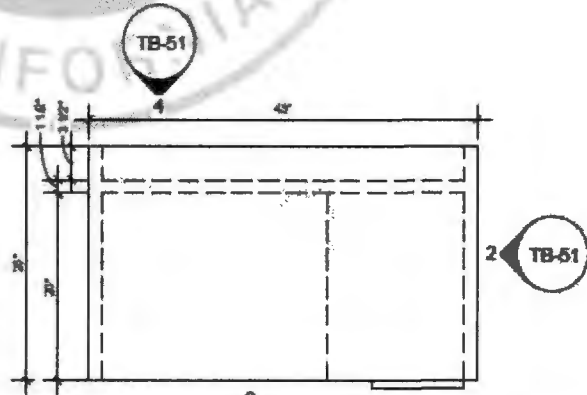
④ FRONT ELEVATION
 $3/4" = 1'-0"$



③ USER ELEVATION
 $3/4" = 1'-0"$



② SIDE ELEVATION
 $3/4" = 1'-0"$



① PLAN VIEW
 $3/4" = 1'-0"$

NOTE: INCLUDE DESK
 CASTERS AND STEEL L-ANGLE
 SIDE WALL STRUCTURAL
 BRACING.

4. Custom Court Bailiff Desk:

FF&E Tag:	TB-59	FF&E Style 3:	Desk
		Std. Depth:	30.000
REVISED:	5/1/2018	Std. Height (in):	29.000
==		Std. Width (in):	48.00
Responsibility:	OFOI	Std. Weight (lbs):	0
Manufacturer:	Custom	ASE:	N/A
Product Line:	SEE NOTES	ASE Anchorage:	N/A
CA TB 117 Compliance:	N/A	ASE AV:	N/A
CA TB 133 Compliance:	N/A	ASE Data Low Voltage:	N/A
ADA/CBC Compliance:	Required	ASE Mechanical:	N/A
FF&E Category 1:	Ancillary	ASE Plumbing:	N/A
FF&E Category 2:	Casegoods	ASE Power:	N/A
FF&E Category 3:	Workstation	Shop Drawings:	Required
FF&E Style 1:	Bailiff		
FF&E Style 2:	Wood		
Description:	CUSTOM COURT BAILIFF DESK		
	REFER TO ATTACHED TB-59 DESK DRAWINGS DETAILED SPECIFICATION INFORMATION		
	Dimension: 30"D x 48"W x 29"H		
	Wood Finish: Light Walnut (Control Stain Sample will be supplied by AC County Representative)		
	Storage: Built in 15"W Box/Box/File cabinet		
	Locks: Yes - A single cam lock to lock and unlock all three drawers		
	Top UV Finish: Open Pore Low Sheen		
	Grommet: Yes - Two Grommets - Location to be coordinated with AC County Representative		
	Casters: No		
Fabric:	N/A		
ASE & Important Notes:	MANDATORY REQUIREMENT: REFER TO BID DOCUMENT TITLED STATEMENT OF WORK FOR IMPORTANT INFORMATION, INSTRUCTIONS, DESCRIPTIONS, AND REQUIREMENTS.		
	The Furniture Contractor's/Vendor's installer or agent shall be qualified to install the specified products by prior experience, demonstrated performance and acceptance of any requirement of the Owner's representative, the contractor, the manufacturer or any subsidiary or licensed agent. Installation shall comply with manufacturer's specifications, industry standards and industry procedures. The Furniture Contractor and installer shall be responsible for an acceptable installation.		
FF&E Tag End:	TB-59		



ANCILLARY FURNITURE SPECIFICATIONS BY TAG REPORT

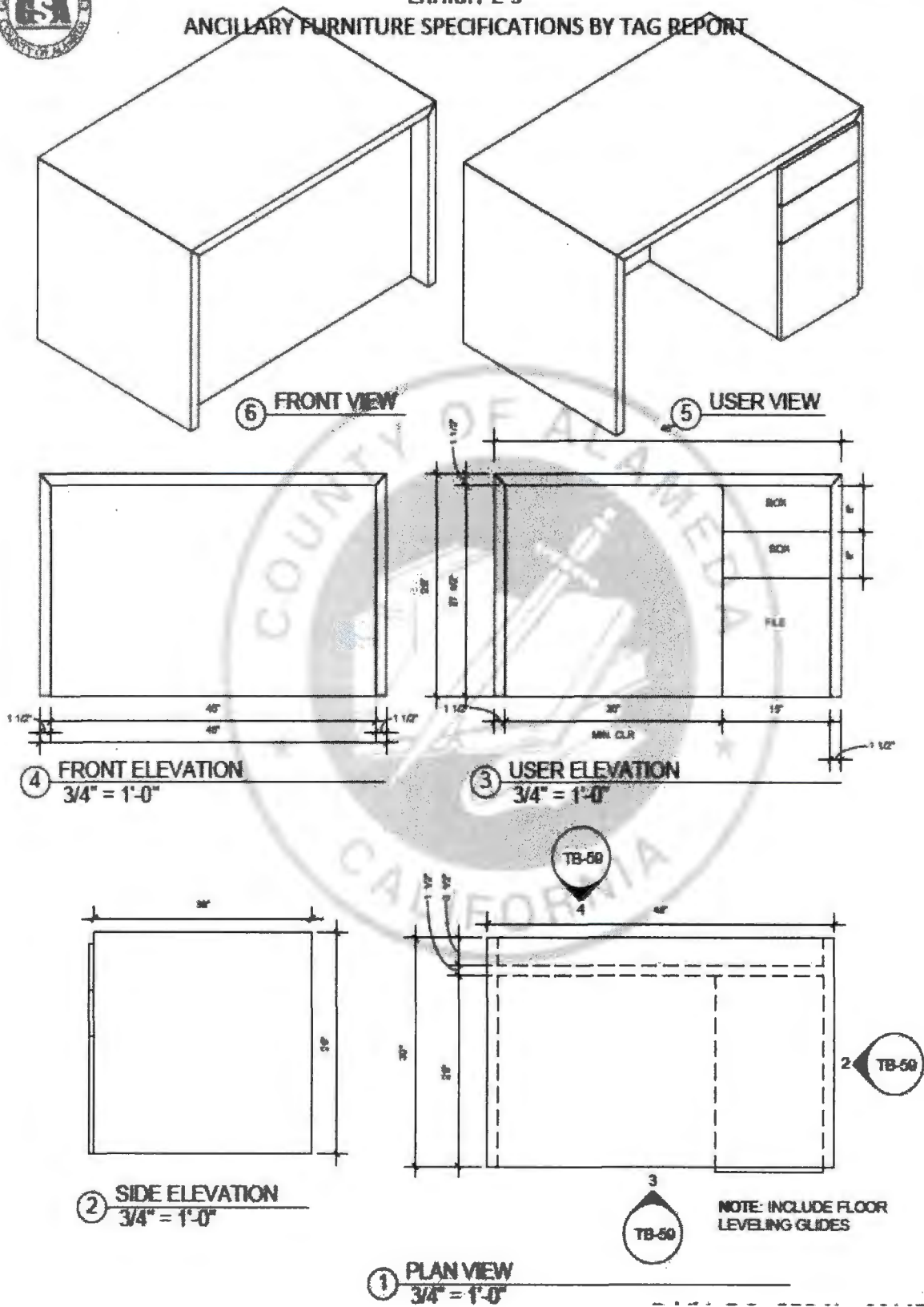


EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

EXHIBIT E-9 ITEMS

Item	Description	Unit Price
1	Creative Wood – Custom Court Reporter Desk	\$1,417.67
2	Creative Wood – Customer Court Bailiff Desk	\$1,482.05

2. Invoices will be reviewed for approval by the County, Real Property Management.
3. Total payment under the terms of this Agreement will not exceed the total amount of Forty-One Thousand Two Hundred Seventy Eight dollars (\$41,278). This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

**EXHIBIT C
 INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p>Endorsements and Conditions:</p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> – Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. – Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Metro Contract Group

PRINCIPAL: Dwight Jackson

TITLE: President

SIGNATURE: 

DATE: 30 - Nov. 2016