

**University of California, Office of the President (UC)**

**Contract # 2019.001896**

*for*

UC Office Furniture and Related Services

*with*

**Kimball Office, Inc.**

Effective: May 20, 2020

The following documents comprise the executed contract between the University of California, Office of the President and Kimball Office, Inc. effective May 20, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



# UNIVERSITY OF CALIFORNIA

## Office Furniture Purchasing Agreement #2019.001896

Kimball Office, Inc., Dated May 20, 2020

As a result of Request for Proposal # (RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019), the Agreement to furnish certain goods and services described herein and in the documents referenced herein, is a Master Agreement for the purchase of office furniture and related services (“Goods and/or Services”) and is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California, and Kimball Office, Inc. (“Supplier”); such contract to be made available as a Cooperative Purchasing Contract through OMNIA Partners Public Sector. This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

## 1. Statement of Work

As a manufacturer of Office Furniture, Supplier agrees to provide Furniture Products the Required Services, either directly or through a network of primary dealers; all as listed in the statement of work attached as **Attachment A (“Statement of Work”)** and any other documents referenced in the Incorporated Documents section herein, per the terms and the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier. Goods and Services shall be provided to UC and OMNIA Partner’s Participating Agencies, as detailed below:

- a) The University of California, as the Principal Procurement Agency, defined in the National Requirements Document at time of RFP (see OMNIA Partners Exhibit A within CalUSource RFP), has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The University of California is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). The National Requirements Documents (Exhibits A-H under RFP Guidelines) contains additional information about OMNIA Partners and the cooperative purchasing agreement.
- b) University of California locations, as defined in Section 3 of Attachment A - Statement of Work

## 2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from May 20, 2020 and through April 30, 2024 (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for five (5) successive years (Renewal Term), exercised individually, in combinations, and/or as a single block of 5 years; to be determined by the UC at the time the option years are considered. Supplier will be provided with at least sixty (60) calendar days’ written notice before the end of the Initial Term or any Renewal Term. NOTE: This contract will be signed and available for national use and purchases, prior to its implementation and availability for purchases by the UC, which will begin November 1, 2020. This does not inhibit the Supplier from engaging with UC customers when requested by UC department for the purposes of preparatory discussions/design work on lengthy/large projects which will not be procured until after November 1, 2020. Additionally, it is expected, Suppliers will promote their company and services during campus roll-outs (September 28<sup>th</sup> through October 31<sup>st</sup>).
- b) UC may terminate the Agreement for cause or convenience by giving the other party at least 180 calendar days' written notice. Note, this is a UC System-wide Agreement, extended nationally through OMNIA Partners. Termination by a campus (or department), will not constitute termination of the Agreement for the UC system itself, nor the Agreement as a whole.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least 180 days' notice of failure to cure a material breach of the Agreement within the Cure Period allowed (30 days from written notice of a breach, per this Agreement). For sake of clarity, either Party may provide written Notice of Breach to the Administrators listed in this Agreement. This action shall trigger a thirty (30) day Cure Period. If breach is not resolved, originating party/notifying party, may provide a Notice to Terminate as a result of uncured breach, allowing 180 days of continuing service for new orders



# UNIVERSITY OF CALIFORNIA

and/or completion of existing orders; all of which must be complete within that 180 day period and/or mutually acceptable arrangements made for completion after termination.

## 3. UC Program

Supplier agrees to extend the pricing basis, terms and conditions of the Agreement to all UC Locations. Supplier will make available to any UC Location its improved pricing basis, terms or conditions resulting from increased usage or aggregation of activity by multiple UC Locations. All contractual administration issues (e.g. terms and conditions, extensions, and renewals), operational issues, fiduciary responsibility, payment issues, performance issues and liabilities, and disputes involving individual UC Locations will be addressed, administered, and resolved by each UC Location. Any delay in payment or other operational issue involving one UC Location will not adversely affect any other UC Location.

## 4. Cooperative Purchasing

Supplier agrees to extend Goods and/or Services to public agencies (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities) registered with OMNIA Partners, Public Sector under the terms of this agreement, as specified for a National Program. All contractual administration (e.g. terms, conditions, extensions, and renewals) will remain the UC's responsibility except as outline in the above referenced RFP (RFP ## 001218). Operational issues, fiduciary responsibility, payment issues and liabilities, and disputes involving individual participating agencies will be addressed, administered, and resolved by each participating agency.

## 5. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

University's standard payment terms are Net 30 days of receipt of product to UC or to Dealer's warehouse. Invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges for missing or damaged product specifically relating to the original purchase order and any additional items, only if 'Date promised by' aligns with original shipment. Where mutually acceptable, large projects may employ the use of phased payment, for the purpose of covering costs for services already rendered or product already procured; specific details and process to be negotiated between the Supplier and the University campuses based on each site's requirements. A Purchase Order must precede the work or purchase.

## 6. Pricing Structure, Invoicing Method, and Settlement Method Terms

### a) Pricing

1. All Goods available through this Agreement, include delivery and are priced as a 'Discount off List'. These discounts are based against a contracted Manufacturer's National Price List. List price/MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by, the trade. 'Discount off List' may vary according to delivery or services included. Refer to Attachment A –Statement of Work. For Pricing, discounts, and pricing terms.

### b) Invoicing and Settlement

1. Each Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC and/or Participating Agency Location. For UC campuses/locations, please see UC's Procure to Pay Standards for the options that will be considered <https://www.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf> Each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be. The University at its discretion, may remit payment to the Dealer through P-Card (credit card/similar methods) with a processing fee, as well as checks, or other electronic forms of payment. Supplier reserves the right to elect ACH or Check payment on any projects exceeding \$400,000 (High Volume/Negotiable Tier), for the purpose of avoiding additional merchant fees associated with credit card (or similar) payment methods. UC campuses/locations may accept, reject, or negotiate this supplier policy, during planning phase of a large project. Supplier is obligated to notify location of this policy, prior to any engagement of services or ordering of product

2. All payments for UNIVERSITY purchases under this Agreement are Net 30 days of product shipping, unless stated otherwise within this Agreement and shall not be subject to late charges or interest charges. Exceptions for phased payment, are noted above within





# UNIVERSITY OF CALIFORNIA

Section 5. Subject to exception B.1 above, the University, at its discretion, may remit payment to the Supplier through P-Card (credit card or similar, with fees up to 3%), checks, or other electronic forms of payment. Note the UC (only) is entitled to 30 days free storage (Section 9 of Attachment A) from Dealer, if prearranged or mutually agreed. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, may be charged at rates quoted within this Agreement. This arrangement does not extend requirements for payment to Supplier, if product is available for inspection/verification. As previously stated, invoices must be paid with a minimum of 90% payment, withholding a maximum of 10% for outstanding line item charges.

3. Notwithstanding the provisions of Article 3 of the Terms and Conditions of Purchase, UC will not pay freight/shipping or basic delivery costs for Manufacturer's goods. Installation and other services may be charged separately, when not included as part of a 'Service Package' (service and product, priced as a reduced percentage off list); all such charges and services listed in Attachment A – Statement of work. All separate Service charges shall include detail (e.g. 2 men, 8hrs. @ \$65.00 hourly or 3 hrs. Design Services @ XX).

4. Supplier's Authorized Representatives will submit invoices, following the designated invoice method, directly to UC Accounts Payable Departments at each UC Location, unless the UC Location and the Supplier reach an alternate, mutually acceptable procedure for submitting invoices (i.e., directly from Supplier to UC Location). All invoices must clearly indicate the following information:

- a. California sales tax as a separate line item, based on the California 10 digit Zip Code;
- b. UC System Wide Agreement Number;
- c. Freight or Shipping/Delivery as separate line items, only when applicable (e.g. non-Kimball product)
- d. Service and Installation costs (with service and labor detail);
- e. Purchase Order or Release Number;
- f. Description, quantity, catalog number and manufacturer number of the item ordered; UC Net cost of each item;
- g. List Price, appropriate % discount applied, and Net Cost;
- h. Reference to original order number for all credit memos issued (if applicable);
- i. UC Purchase Order or Release Number;

## 7. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Supplier name or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC, regarding confirmed or suspected Breaches as defined under Appendix – Data Security:

<b>Name</b>	David Rusting. Chief Information. Security Officer.
<b>Phone</b>	(510)987-0086
<b>Email</b>	David.Rusting@ucop.edu
<b>Address</b>	Address: 1111 Franklin St., 7th Flr, Office: 7104
	Oakland Ca. 94607

To UC, regarding contract issues not addressed above:

<b>Name</b>	Yvonne Macon
<b>Phone</b>	530-752-5684
<b>Email</b>	Yvonne.Macon@ucop.edu
<b>Address</b>	260 Cousteau Place, Ste. 150
	Davis, Ca. 95618

To Supplier:

<b>Name</b>	Stacy Huelsman
<b>Phone</b>	812-482-8108
<b>Email</b>	Stacy.huelsman@kimball.com



# UNIVERSITY OF CALIFORNIA

Address	1600 Royal St.
	Jasper, IN 47546

## 8. Intellectual Property, Copyright and Patents

The Goods and/or Services **do not** involve Work Made for Hire

## 9. Patient Protection and Affordable Care Act (PPACA)

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

## 10. Prevailing Wages

Supplier acknowledges Prevailing Wage requirements, apply to this contract.

a) Supplier understands and acknowledges that prevailing wages are frequently applicable for installation services provided under this program. Supplier (as defined herein), to include its Dealers or their subcontractors performing services) is required to pay prevailing wages, when applicable to the work and as required within the state and county where installation is taking place and at the rate specified for those counties, per the Department of Industrial Relations. A Supplier should note, Prevailing Wages are to be paid for labor performed for any UC installation where assembly or attachments is required, except for labor related to the following activities:

- Delivery of materials that will not be installed by the delivering vendor or subcontractor; and
- Assembly of unattached, freestanding furniture, not requiring special tools and/or joining of furniture pieces (e.g. desk return added to desk); and
- Delivery and assembly of furniture that is attached only for security purposes (to prevent its theft) or otherwise attached by restraints that are not subject to any regulation pursuant to the California Building Code.

b) Prevailing wages shall also be paid for all labor associated with the special fabrication of any non-standard, non-catalog furniture components that are manufactured specially and exclusively for installation at the project/delivery site.

c) Rates vary depending on the county in which the work is being performed. In Installations where Prevailing Wages are applicable, the UNIVERSITY acknowledges that added delivery installation charges may be applied, as a differential, to reflect the current updated Prevailing Wage schedules.

## 11. Fair Wage/Fair Work (UC Specific)

For all work performed as Standard Labor (work not requiring the payment of Prevailing Wage rates), Supplier is required to pay a minimum of the UC Fair Wage (defined as \$15 per hour as of 10/1/17) to its staff when providing services at UC Locations. This is also assumed/required for any labor quotes stated as a flat hourly amount, inclusive of Supplier overhead costs (Basic Installation Hourly Rates).

## 12. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

## 13. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field: CERTIFICATE



# UNIVERSITY OF CALIFORNIA

OF INSURANCE – Agreement #2019.001896\_Office furniture. Additionally, this requirement will be considered satisfied if a PDF version of the Certificate of Insurance is sent by Email and includes the following text in the Subject field: CERTIFICATE OF INSURANCE – Agreement #2019.001896\_Office Furniture

## 14. Service-Specific and/or Goods-Specific Provisions

Supplier is providing all categories of its Office Furniture and related Product Lines nationally to Participating Agencies, when extended through OMNIA Partners and to UC (with noted restrictions). Quotes, delivery and/or any installation will be performed by Supplier's Authorized Representatives-Subcontractors (i.e. dealer network), although Quotes may, in some cases, be provided by Supplier as manufacturer of the goods, rather than its authorized representatives for convenience, efficiency, or accuracy reasons. Purchase order processing (acknowledgement-confirmation) and invoicing may be performed by Supplier.

## 15. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC's property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

**16. Amendments to UC Terms and Conditions of Purchase** - There are no amendments to UC Terms and Conditions of Purchase, dated 5-9-19.

**17. Amendments to Appendix – Data Security** - There are no amendments to The UC Appendix – Data Security, dated 4-12-19.

**18. Amendments to Appendix – Business Associate** - The UC Appendix – Business Associate, does not apply to this contract.

**19. Appendix Ecommerce** – Appendix Ecommerce, dated 9-19-17 applies to UC ecommerce business and is not amended.

## 20. Incorporated Documents

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following this Agreement.

Attachment A - Statement of Work, including Exhibits

Attachment B - UC Terms and Conditions of Purchase dated 5-9-19

Attachment C - UC Appendix – Data Security dated 4-12-19

Attachment D - UC Appendix Ecommerce, dated 9-19-17

Attachment E - Definitions

Attachment F - RFP Document (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019) and any subsequent Addenda

Attachment G - Supplier's Response to RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019, dated 8-21-19

## 20. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.



UNIVERSITY  
OF  
CALIFORNIA

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

Handwritten signature of William Cooper.

1E90FA0700254CF...

(Signature)

William Cooper AVP & Chief Procurement Officer of Kimball Office, Inc.

(Printed Name, Title)

5/21/2020

(Date)

Kimball Office, Inc.

Handwritten signature of Phyllis Goetz.

(Signature)

Phyllis Goetz, President

(Printed Name, Title)

05/20/2020

(Date)



UNIVERSITY  
OF  
CALIFORNIA

**ATTACHMENT A – STATEMENT OF WORK**

**(Placeholder for inserted pages)**



## **ATTACHMENT B – UC TERMS AND CONDITIONS OF PURCHASE (DATED 5-9-19)**

### **ARTICLE 1 – GENERAL**

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

### **ARTICLE 2 – TERM AND TERMINATION**

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days' notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

**ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.** Pricing is set forth in the Agreement or Purchase Order Number, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <https://policy.ucop.edu/doc/3420365>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

**ARTICLE 4 – INSPECTION.** The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

### **ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES**

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's



# UNIVERSITY OF CALIFORNIA

employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

## ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.

B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.

C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.

D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

1. It complies with California and federal disabilities laws and regulations; The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
2. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
3. Within six (6) months of the signing of this Agreement, Supplier will complete the testing of the Goods and Services for level AA conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and report those findings to the University. Provide the source to whom the conformance should be submitted. In the event that testing results in findings of non-compliance, Supplier will provide a remediation plan to the University within two (2) months of completion of testing, and will use reasonable efforts to adhere to any remediation timelines provided to the University; and
4. The University and its Authorized User may abridge, modify, translate or create any derivative work based on the Goods and Services when necessary to allow Authorized Users with disabilities to access the Goods and Services.

E. General Accessibility Requirements. Supplier warrants that:

1. It will comply with California and federal disability laws and regulations;
2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.

F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.

G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.

J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that a) UC may terminate the Agreement without further obligation for noncompliance, and b) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

## ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Goods and/or Services Involving Work Made for Hire.

1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will





# UNIVERSITY OF CALIFORNIA

be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.

2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

## B. Goods and/or Services Not Involving Work Made for Hire.

1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

## ARTICLE 8 – INDEMNITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

## ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

1. Each Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000





# UNIVERSITY OF CALIFORNIA

B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)

C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.

E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.

F. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

G. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.

2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

## **ARTICLE 10 – USE OF UC NAME AND TRADEMARKS**

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

## **ARTICLE 11 – FEDERAL FUNDS**

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:

- i. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- ii. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
- iii. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
- iv. FAR 52.219-8, Utilization of Small Business Concerns;
- xv. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
- xi. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- xii. FAR 52.222-41, Service Contract Labor Standards;
- xiii. FAR 52.222-50, Combating Trafficking in Persons;
- xiv. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
- v. FAR 52.222-17, Non-displacement of Qualified Workers;
- vi. FAR 52.222-21, Prohibition of Segregated Facilities;
- vii. FAR 52.222-26, Equal Opportunity;
- viii. FAR 52.222-35, Equal Opportunity for Veterans;
- ix. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
- x. FAR 52.222-37, Employment Reports on Veterans;
- xvi. FAR 52.222-54, Employment Eligibility Verification;
- xvii. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
- xviii. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
- xix. FAR 52.224-3, Privacy Training;
- xx. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- xxi. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.



# UNIVERSITY OF CALIFORNIA

B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled '*Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)*' and located at [www.ucop.edu/procurement-services/policies-forms/index.html](http://www.ucop.edu/procurement-services/policies-forms/index.html) is hereby incorporated herein by this reference.

C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

- i. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements".
- ii. Clean Air Act. Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- iii. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- iv. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

- i. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
- ii. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
- iii. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
- iv. Byrd Anti-Lobbying. Supplier certifies that it will not, and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

## ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

## ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

## ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.

B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the



# UNIVERSITY OF CALIFORNIA

Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit

Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

## **ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY**

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

## **ARTICLE 16 – COOPERATION**

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

## **ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS**

The terms in this Article have special application to the furnishing of Goods: A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases. B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note. C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection. D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished. E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11. F. Export Control. If any of the Goods is export-controlled under the International Traffic in Arms Regulations (22 CFR §§ 120-130), the United States Munitions List (22 CFR § 121.1), or Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list, Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification.

## **ARTICLE 18 – CONFLICT OF INTEREST**

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means: A. An investment worth \$2,000 or more in Supplier or its affiliate; B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate; C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or D. A personal financial benefit from the Agreement in the amount of \$250 or more. In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

**ARTICLE 19 – AUDIT REQUIREMENTS** The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.



# UNIVERSITY OF CALIFORNIA

**ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION** Supplier agrees to hold UC's Confidential Information, and any information derived therefrom, in strict confidence. Confidential Information shall be defined as any information disclosed by UC to Supplier for the purposes of providing the Good and/or Services which is (i) marked as "Confidential" at the time of disclosure; (ii) disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not include information that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. Supplier will not access, use or disclose Confidential Information other than to carry out the purposes for which UC disclosed the Confidential Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC prior to the disclosure. Supplier shall have the limited right to disclose UC's Confidential Information to Supplier's employees provided that: (i) Supplier shall disclose only such UC's Confidential Information as is necessary for the Supplier to perform its obligations under this Agreement; (ii) such employees have been informed of the confidential nature of such information; and (iii) such employees have agreed in writing to be bound by confidentiality obligations at least as stringent as those set forth in this Agreement. Supplier shall be liable for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Confidential Information and any information derived therefrom. If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier is still required to make such a disclosure, Supplier will give UC prompt written notice of such event and will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. Supplier's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except with prior written authorization by UC. UC's Appendix – Data Security, Appendix – HIPAA Business Associate, and/or Appendix – General Data Protection Regulation will control in the event that one or both appendices is incorporated into the Agreement and conflicts with the provisions of this Article. Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

**ARTICLE 21 – UC WHISTLEBLOWER POLICY** -UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

**ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES** Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: ([https://www.ucop.edu/procurement-services/\\_files/sustainableprocurementguidelines.pdf](https://www.ucop.edu/procurement-services/_files/sustainableprocurementguidelines.pdf)). In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation. A. Sustainability Marketing Standards. Supplier sustainability related claims, where applicable, must meet University of California recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides. B. Electronic Transfer of Supplier Information. Suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative. C. Packaging Requirements. All packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. In addition, the University requires that all packaging meet at least one of the criteria listed below: a. Uses bulk packaging; b. Uses reusable packaging (e.g. totes reused by delivery service for next delivery); c. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product; d. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines; e. Uses locally recyclable or certified compostable material. D. Expanded Polystyrene (EPS) Ban. No EPS shall be used in foodservice facilities for takeaway containers. By 2020, the University will be prohibited from procuring Goods containing, or that are provided in packaging containing, Expanded Polystyrene (EPS) other than that utilized for laboratory supply or medical packaging and products where no functional alternatives exist. E. E-Waste Recycling Requirements. All recyclers of University of California electronic equipment must be e-Steward certified by the Basel Action Network (BAN) or R2 Standard certified. Hosted and Punch-out Catalog Requirements. Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized Certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punchout catalog e-procurement environments.

**ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY**

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):

1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.





# UNIVERSITY OF CALIFORNIA

B. If Supplier is not an Applicable Large Employer (as defined above):

1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or

2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

## ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1.

Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site: A. Notice of the general prevailing per diem wage rates, and any other notices required by DIR rule or regulation. By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

## ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services that exceed \$100,000 annually and are not subject to prevailing wage requirements, Supplier will, a) at Supplier's expense, provide an annual independent verification performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theiia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures, concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after each one-year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date. All Supplier FW/FW compliance resources available here: <https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>.

## ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in man or other animals, or (iii) intended to affect the structure or any function of the body of man or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of man or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable;



# UNIVERSITY OF CALIFORNIA

(ii) perform a security scan by an anti-virus scanner, with up-to-date signatures, on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known viruses or malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that all security testing performed by Supplier covers all issues noted in the “SANS WE TOP 25” and/or “OWASP Top 10” documentation.

Throughout Supplier’s performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier’s sub-supplier, whichever is earlier. Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drives not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier’s warranties or any of Supplier’s other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier’s use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

## **ARTICLE 27 – FORCE MAJEURE**

Neither Party will be liable for delays due to causes beyond the Party’s control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

## **ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING**

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC’s written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

## **ARTICLE 29 – NO THIRD-PARTY RIGHTS**

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

## **ARTICLE 30 – OTHER APPLICABLE LAWS**

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

## **ARTICLE 31 – NOTICES**

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party’s representative at the address specified by such Party.

## **ARTICLE 32 – SEVERABILITY**

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

## **ATTACHMENT C – UC APPENDIX DATA SECURITY AND PRIVACY DATED 4-12-17**

### **ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION**

A. This Data Security and Privacy Appendix is designed to protect the University of California’s (UC) Non-public Information and UC Information Resources (defined below). This Appendix describes the data security and privacy obligations of Supplier and its sub-suppliers that connect to UC Information Resources and/or gain access to Non-public Information (defined below).

B. Supplier agrees to be bound by the obligations set forth in this Appendix. To the extent applicable, Supplier also agrees to impose, by written contract, the terms and conditions contained in this Appendix on any third party retained by Supplier to provide services for or on behalf of the UC.

### **ARTICLE 2 – DEFINED TERMS**

A. Breach. Breach means the unauthorized acquisition, access, use or disclosure of Non-public Information that compromises the security, confidentiality or integrity of such information.



# UNIVERSITY OF CALIFORNIA

B. Non-public Information. Supplier's provision of Services under this Agreement may involve access to certain information that UC wishes to be protected from further use or disclosure. Non-public Information shall be defined as: (i) Protected Information (defined below); (ii) information UC discloses, in writing, orally, or visually, to Supplier, or to which Supplier obtains access to in connection with the negotiation and performance of the Agreement, and which relates to UC, its students or employees, its third-party vendors or licensors, or any other individuals or entities that have made confidential information available to UC or to Supplier acting on UC's behalf (collectively, "UC Users"), marked or otherwise identified as proprietary and/or confidential, or that, given the nature of the information, ought reasonably to be treated as proprietary and/or confidential; (iii) trade secrets; and (iv) business information.

C. Protected Information. Protected Information shall be defined as information that identifies or is capable of identifying a specific individual, including but not limited to personally-identifiable information, medical information other than Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 CFR § 160.103), Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms), student records, or individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g); the federal Fair and Accurate Credit Transactions Act (15 USC § 1601 *et seq.*) and the Fair Credit Reporting Act (15 USC § 1681 *et seq.*).

D. UC Information Resources. UC Information Resources shall be defined as those devices, networks and related infrastructure that UC owns, operates or has obtained for use to conduct UC business. Devices include but are not limited to, UC-owned or managed storage, processing, communications devices and related infrastructure on which UC data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Non-public Information, other UC-created or managed business and research data, metadata, and credentials created by or issued on behalf of UC.

E. Work Product. Work Product shall be defined as works-in-progress, notes, data, reference materials, memoranda, documentation and records in any way incorporating or reflecting any Non-public Information and all proprietary rights therein, including copyrights. Work Product is subject to the Agreement's Intellectual Property, Copyright and Patents Article. For the avoidance of doubt, Work Product shall belong exclusively to UC and unless expressly provided, this Appendix shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC.

## ARTICLE 3 – ACCESS TO UC INFORMATION RESOURCES

A. In any circumstance when Supplier is provided access to UC Information Resources, it is solely Supplier's responsibility to ensure that its access does not result in any access by unauthorized individuals to UC Information Resources. This includes conformance with minimum security standards in effect at the UC location(s) where access is provided. Any Supplier technology and/or systems that gain access to UC Information Resources must contain, at a minimum, the elements in the Computer System Security Requirements set forth in Attachment 1 to this Appendix. No less than annually, Supplier shall evaluate and document whether Supplier's practices accessing UC Information Resources comply with the terms of this Appendix. Documentation of such evaluation shall be made available to UC upon UC's request. Regardless of whether UC requests a copy of such evaluation, Supplier shall immediately inform UC of any findings of noncompliance and certify when findings of non-compliance have been addressed.

B. Supplier shall limit the examination of UC information to the least invasive degree of inspection required to provide the Goods and/or Services. In the event Goods and/or Services include the inspection of a specific threat to or anomaly of UC's Information Resources, Supplier shall limit such inspection in accordance with the principle of least perusal. Supplier will notify UC immediately upon such events.

C. With UC's prior written consent, Supplier may alter a UC Information Resource to the extent such alteration is specifically required for Supplier to provide Goods and/or Services to UC pursuant to the Agreement.

## ARTICLE 4 – SECURITY PATCHES AND UPDATES

Supplier is required to perform patches and updates in connection with the Goods and/or Services provided to UC as follows:

A. Devices and Software Provided Directly to UC. Supplier will make available to UC any patches and other updates to system security software or firmware utilized by Supplier in its provision of Goods and/or Services no later than the earlier of thirty (30) days of its commercial release or as recommended by Supplier or Supplier's sub-supplier.

B. Supplier's Internal Systems and Services Necessary for Supplier to fulfill its Obligations to UC. Supplier will regularly apply security patches and functional updates to its internal systems software and firmware.

## ARTICLE 5 – COMPLIANCE WITH APPLICABLE LAWS, FAIR INFORMATION PRACTICE PRINCIPLES AND UC POLICIES



# UNIVERSITY OF CALIFORNIA

A. Supplier agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Protected Information. Additionally Supplier will comply as applicable with the *Fair Information Practice Principles*, as defined by the U.S. Federal Trade Commission. Such principles would typically require Supplier to have a privacy policy, and a prominently-posted privacy statement or notice in conformance with such principles. If collecting Protected Information electronically from individuals on behalf of UC, Supplier's prominently-posted privacy statement will be similar to those used by UC (UC's sample Privacy Statement for websites is available at

<http://www.ucop.edu/information-technology-services/policies/it-policies-and-guidelines/records-mgmt-and-privacy/files/sampleprivacystatement.doc>). Supplier also agrees, to the extent applicable, to comply with UC's Business and Finance Bulletin IS-2, *Inventory, Classification, and Release of UC Electronic Information* (<https://policy.ucop.edu/doc/7020447/BFB-IS-2>), and IS-3, *Electronic Information Security* (<https://policy.ucop.edu/doc/7000543/BFB-IS-3>).

B. Supplier shall make available to UC all products, systems, and documents necessary to allow UC to audit Supplier's compliance with the terms of this Article 5. UC shall have the right to audit Supplier's compliance with its Information Security Plan and the obligations set forth in Attachment 1.

C. UC reserves the right to monitor Supplier's connectivity to UC Information Resources while Supplier accesses Non-public Information.

## ARTICLE 6 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF NON-PUBLIC INFORMATION

Supplier agrees to hold UC's Non-public Information, and any information derived from such information, in strictest confidence. Supplier will not access, use or disclose Non-public Information other than to carry out the purposes for which UC disclosed the Non-public Information to Supplier, except as permitted or required by applicable law, or as otherwise authorized in writing by UC. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Non-public Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Non-public Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give UC an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). Supplier's transmission, transportation or storage of Non-public Information outside the United States, or access of Non-public Information from outside the United States, is prohibited except on prior written authorization by UC.

## ARTICLE 7 – SAFEGUARD STANDARD

Supplier agrees to protect the privacy and security of Non-public Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Supplier will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Non-public Information. All Protected Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Supplier will ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities while Supplier has responsibility for the Non-public Information under the terms of this Appendix. Prior to agreeing to the terms of this Appendix, and periodically thereafter (no more frequently than annually) at UC's request, Supplier will provide assurance, in the form of a third-party audit report or other documentation acceptable to UC, such as SOC2 Type II, demonstrating that appropriate information security safeguards and controls are in place.

## ARTICLE 8 – INFORMATION SECURITY PLAN

A. Supplier acknowledges that UC is required to comply with information security standards for the protection of Protected Information as required by law, regulation and regulatory guidance, as well as UC's internal security program for information and systems protection.

B. Supplier will establish, maintain and comply with an information security plan ("Information Security Plan"), which will contain, at a minimum, such elements as those set forth in Attachment 1 to this Appendix.

C. Supplier's Information Security Plan will be designed to:

- i. Ensure the security, integrity and confidentiality of Non-public Information;
- ii. Protect against any anticipated threats or hazards to the security or integrity of such information;
- iii. Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
- iv. Reduce risks associated with Supplier having access to UC Information Resources; and
- v. Comply with all applicable legal and regulatory requirements for data protection.





# UNIVERSITY OF CALIFORNIA

D. On at least an annual basis, Supplier will review its Information Security Plan, update and revise it as needed, and submit it to UC upon request. At UC's request, Supplier will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to UC's security requirements as they exist from time to time. If there are any significant modifications to Supplier's Information Security Plan, Supplier will notify UC within 72 hours.

## **ARTICLE 9 – RETURN OR DESTRUCTION OF NON-PUBLIC INFORMATION**

Within 30 days of the termination, cancellation, expiration or other conclusion of this Appendix, Supplier will return the Non-public Information to UC unless UC requests in writing that such data be destroyed. This provision will also apply to all Non-public Information that is in the possession of subcontractors or agents of Supplier. Such destruction will be accomplished by "purging" or "physical destruction," in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Supplier will certify in writing to UC that such return or destruction has been completed.

If Supplier believes that return or destruction of the Non-public Information is technically impossible or impractical, Supplier must provide UC with a written statement of the reason that return or destruction by Supplier is technically impossible or impractical. If UC determines that return or destruction is technically impossible or impractical, Supplier will continue to protect the Non-public Information in accordance with the terms of this Appendix.

## **ARTICLE 10 – NOTIFICATION OF CORRESPONDENCE CONCERNING NON-PUBLIC INFORMATION**

Supplier agrees to notify UC immediately, both orally and in writing, but in no event more than two (2) business days after Supplier receives correspondence or a complaint regarding Non-public Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

## **ARTICLE 11 – BREACHES OF NON-PUBLIC INFORMATION**

**A. Reporting of Breach:** Supplier will report any confirmed or suspected Breach to UC immediately upon discovery, both orally and in writing, but in no event more than two (2) business days after Supplier reasonably believes a Breach has or may have occurred. Supplier's report will identify: (i) the nature of the unauthorized access, use or disclosure, (ii) the Non-public Information accessed, used or disclosed, (iii) the person(s) who accessed, used, disclosed and/or received Non-public Information (if known), (iv) what Supplier has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and (v) what corrective action Supplier has taken or will take to prevent future unauthorized access, use or disclosure. Supplier will provide such other information, including a written report, as reasonably requested by UC. In the event of a suspected Breach, Supplier will keep UC informed regularly of the progress of its investigation until the uncertainty is resolved.

**B. Coordination of Breach Response Activities:** Supplier will fully cooperate with UC's investigation of any Breach involving Supplier and/or the Services, including but not limited to making witnesses and documents available immediately upon Supplier's reporting of the Breach. Supplier's full cooperation will include but not be limited to Supplier:

- i. Immediately preserving any potential forensic evidence relating to the Breach, and remedying the Breach as quickly as circumstances permit
- ii. Promptly (within 2 business days) designating a contact person to whom UC will direct inquiries, and who will communicate Supplier responses to UC inquiries;
- iii. As rapidly as circumstances permit, applying appropriate resources to remedy the Breach condition, investigate, document, restore UC service(s) as directed by UC, and undertake appropriate response activities;
- iv. Providing status reports to UC on Breach response activities, either on a daily basis or a frequency approved by UC;
- v. Coordinating all media, law enforcement, or other Breach notifications with UC in advance of such notification(s), unless expressly prohibited by law; and
- vi. Ensuring that knowledgeable Supplier staff is available on short notice, if needed, to participate in UC-initiated meetings and/or conference calls regarding the Breach.

**C. Grounds for Termination.** Any Breach may be grounds for immediate termination of the Agreement by UC.

**D. Assistance in Litigation or Administrative Proceedings.** Supplier will make itself and any employees, subcontractors, or agents assisting Supplier in the performance of its obligations available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of a Breach or other unauthorized disclosure of Non-public Information caused by Supplier that results in litigation, governmental investigations, or administrative proceedings against UC, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Appendix.

## **ARTICLE 12 – ATTORNEY'S FEES**



# UNIVERSITY OF CALIFORNIA

In any action brought by a party to enforce the terms of this Appendix, the prevailing party will be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel will be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

## **ARTICLE 13 – INDEMNITY**

The Agreement includes an Indemnity provision, but for the avoidance of doubt regarding a Breach involving Protected Information, Supplier's indemnification obligations under the Agreement will include the following fees and costs which arise as a result of Supplier's breach of this Appendix, negligent acts or omissions, or willful misconduct: any and all costs associated with notification to individuals or remedial measures offered to individuals, whether or not required by law, including but not limited to costs of notification of individuals, establishment and operation of call center(s), credit monitoring and/or identity restoration services; time of UC personnel responding to Breach; fees and costs incurred in litigation; the cost of external investigations; civil or criminal penalties levied against UC; civil judgments entered against UC; attorney's fees, and court costs.

## **ARTICLE 14 – ADDITIONAL INSURANCE**

In addition to the insurance required under the Agreement, Supplier at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless UC specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

## **FIRST AMENDMENT TO APPENDIX – DATA SECURITY AND PRIVACY**

### **SAFEGUARD STANDARD FOR PAYMENT CARD DATA (IF APPLICABLE)**

A. Supplier agrees that it is responsible for the security of Cardholder Data (as currently defined by the Payment Card Industry Data Security Standard and Payment Application Standard Glossary of Terms, Abbreviations, and Acronyms) that it possesses (if any), including the functions relating to storing, processing and transmitting Cardholder Data. In this regard, Supplier represents and warrants that it will implement and maintain certification of Payment Card Industry ("PCI") compliance standards regarding data security, and that it will undergo independent third party quarterly system scans that audit for all known methods hackers use to access private information and vulnerabilities that would allow malicious software (e.g., viruses and worms) to gain access to or disrupt UC Information Resources. These requirements, which are incorporated herein, can be found at [https://www.pcisecuritystandards.org/document\\_library](https://www.pcisecuritystandards.org/document_library). Supplier agrees to provide at least annually, and from time to time at the written request of UC, current evidence (in form and substance reasonably satisfactory to UC) of compliance with these data security standards, which has been properly certified by an authority recognized by the payment card industry for that purpose.

B. In connection with credit card transactions processed for UC, Supplier will provide reasonable care and efforts to detect fraudulent payment card activity. In performing the Services, Supplier will comply with all applicable rules and requirements, including security rules and requirements, of UC's financial institutions, including its acquiring bank, the major payment card associations and payment card companies. If during the term of an Agreement with UC, Supplier undergoes, or has reason to believe that it will undergo, an adverse change in its certification or compliance status with the PCI standards and/or other material payment card industry standards, it will promptly notify UC of such circumstances.

C. Supplier further represents and warrants that software applications it provides for the purpose of performing Services related to processing payments, particularly credit card payments, are developed in accordance with all applicable PCI standards, and are in compliance with all applicable PCI standards, including but not limited to Payment Application Data Security Standards (PA-DSS), Point to Point Encryption Solution Requirements (P2PE) including approved card readers or Point of Interaction (POI). As verification of this, Supplier agrees to provide at least annually, and from time to time upon written request of UC, current evidence (in form and substance reasonably satisfactory to UC) that any such application it provides is certified as complying with these standards and agrees to continue to maintain that certification as may be required.

D. Supplier will immediately notify UC if it learns that it is no longer PCI compliant under one of the standards identified above, or if any software applications or encryption solutions are no longer PCI compliant.

## **ATTACHMENT 1**

A. Supplier will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Protected Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.



B. Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:

- i. Designating one or more employees to maintain the comprehensive Information Security Plan;
- ii. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Protected Information and of UC Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
  - a. Ongoing employee (including temporary and contract employee) training;
  - b. Employee compliance with policies and procedures; and
  - c. Means for detecting and preventing security system failures.
- iii. Developing security policies for employees relating to the storage, access and transportation of records containing Protected Information outside of business premises.
- iv. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
- v. Preventing terminated employees from accessing records containing Protected Information and/or UC Information Resources.
- vi. Overseeing service providers, by:
  - a. Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Protected Information and UC Information Resources consistent with all applicable laws and regulations; and
  - b. Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Protected Information.
- vii. Placing reasonable restrictions upon physical access to records containing Protected Information and UC Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
- viii. Restrict physical access to any network or data centers that may have access to Protected Information or UC Information Resources.
- ix. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to or unauthorized use of Protected Information and UC Information Resources; and upgrading information safeguards as necessary to limit risks.
- x. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Protected Information and of UC Information Resources.
- xi. Documenting responsive actions taken in connection with any incident involving a Breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Protected Information and UC Information Resources.

#### **Computer System Security Requirements**

To the extent that Supplier electronically stores or transmits Protected Information or has access to any UC Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system that, at a minimum, and to the extent technically feasible, will have the following elements:

- A. Secure user authentication protocols including:
  - i. Control of user IDs and other identifiers;
  - ii. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
  - iii. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;



# UNIVERSITY OF CALIFORNIA

- iv. Restricting access to active users and active user accounts only; and
- v. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system.
- vi. Periodic review of user access, access rights and audit of user accounts.

## B. Secure access control measures that:

- i. Restrict access to records and files containing Protected Information and systems that may have access to UC Information Resources to those who need such information to perform their job duties; and
- ii. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.

## C. Encryption of all transmitted records and files containing Protected Information.

## D. Adequate security of all networks that connect to UC Information Resources or access Protected Information, including wireless networks.

## E. Reasonable monitoring of systems, for unauthorized use of or access to Protected Information and UC Information Resources.

Revised

## ATTACHMENT D – UC APPENDIX ECOMMERCE DATED 9-19-17 (UC Specific)

This Electronic Commerce Appendix specifies the electronic commerce requirements applicable to Supplier in providing the Goods and/or Services.

### **SECTION 1 - GENERAL TERMS**

Each UC Location offers an electronic web-based purchasing and catalog system to facilitate the purchase of Goods and/or Services from UC suppliers. UC Locations' eProcurement systems currently are provided by two suppliers. This Appendix sets forth the terms and conditions that will govern Supplier's sale of Goods and/or Services through UC's eProcurement systems.

### **SECTION 2 - DEFINITIONS**

**Catalog(s)** refers to the list of detailed product information, agreement pricing, manufacturer part numbers and/or service descriptions relating to the Goods and/or Services to be offered either as a Punch-Out Catalog, a Hosted Catalog or in a combination. This may include the creation of multiple Hosted Catalogs.

**EProcurement and eCommerce** are used interchangeably to mean UC's electronic web-based purchasing and catalog systems. Each UC location has a branded eProcurement site.

**Go Live Date** means the date on which a Catalog will be active.

**Hosted Catalog** means a Catalog that is a properly formatted computer file supplied to all UC Locations through the Locations' respective eProcurement systems.

**Order** means a purchase order for Goods and/or Services placed by a User through an eProcurement system.

**Order Data** means all data and information relating to Orders, including, without limitation, the specifics of a given transaction.

**Punch-Out Catalog** means a Catalog, hosted by Supplier on Supplier's Site. Users may access this Punch-Out Catalog via an internet link provided by Supplier to UC that redirects a User from the campus eProcurement site to Supplier Site. The Punch-Out Catalog will permit: (a) Users to access the Supplier Website when a User selects the Punch-Out Catalog; (b) User to create an Order through the eProcurement sites; and (c) UC eProcurement sites to forward an Order to Supplier for confirmation and Order processing along with Order status inquiry.

**Supplier Mark** means Supplier's name, trade name, and/or trademarks, service mark, or any derivation thereof.

**Supplier Site** means an internet site operated and maintained by Supplier that has been made subject to this Appendix.

**UC Mark** means UC's name, trade name, and/or trademarks, service marks, or any derivation thereof.

**User** means an individual authorized by a UC location to use an eProcurement system.

### **SECTION 3 – RIGHT TO USE**

UC grants to Supplier the right to sell Goods and/or Services to UC through the eProcurement systems. Supplier will be responsible for any cost of operation or dispute with regard to its interface with UC's eProcurement systems.

### **SECTION 4 – ESTABLISHMENT/MAINTENANCE OF CATALOG; SITE RESPONSIBILITY; LICENSE**

(a) **Establishment and Maintenance.** The parties agree to electronically link the functionality of their respective systems, using commercially reasonable efforts. Supplier will provide its Catalog(s) to UC in a file format that will interface seamlessly with UC's eProcurement systems. These Catalog files will be in compliance with each UC Location's eProcurement system and Order Data will be transmitted according to the appropriate cXML or xCBL standards as the case may be. For Hosted Catalogs, Supplier must provide



# UNIVERSITY OF CALIFORNIA

UC with updated versions of the Catalog file with, at a minimum, full descriptions and images that Supplier currently utilizes for items offered in its proprietary websites and Punch-Out Catalogs. The parties will update each other regarding eCommerce specifications as needed from time to time.

Supplier must notify UC's Contract Administrator at least three (3) weeks in advance of the proposed Go Live Date if it will be requesting additions, deletions or modifications to the Catalogs. After such advance notification, Supplier must provide UC with Catalog files containing the requested additions, deletions or modifications with no less than the lead time directed by UC's Contract Administrator; provided, however, that for all Catalogs that Supplier requests to have a January 1 Go Live Date, Supplier must submit proposed files no later than December 1. Upon UC's approval of the new Catalog file, Supplier will make the updated version of the Catalog file effective on the Go Live Date on which UC and Supplier agree. If UC rejects a Catalog more than once because it does not meet UC's acceptance criteria, the Contract Administrator will suspend Supplier's price/content change until the date of Supplier's next contracted change.

If there is a conflict between a price in a Hosted Catalog and a Punch-Out Catalog, UC will be invoiced at the lower price. If the price discrepancy is due to UC's failure to timely update a Hosted Catalog, Supplier may charge the higher price and UC will work with Supplier to rectify the problem as quickly as possible.

All Supplier-provided pricing in any Catalogs, whether Hosted or Punch-Out, will be inclusive of all shipping, handling, fees and charges of any sort, except applicable taxes.

Supplier is responsible for providing UC with Catalogs that contain accurate pricing and data in accordance with the Agreement. If UC determines there are errors in the pricing or data attributes of a Catalog, UC will notify Supplier of those errors in writing and reject the Catalog. Supplier will have no more than ten (10) business days to review and correct the errors. Supplier agrees that UC may block customized Catalogs at the SKU and/or category level.

UC's Terms and Conditions of Purchase state that the Goods and/or Services must be exactly as specified in the Agreement. For the avoidance of doubt, this means that Supplier may not, without UC's prior consent, substitute items, change SKU numbers or change the number of items in a package in any Catalog.

(b) Site Responsibility. Except as otherwise set forth herein, each party will be responsible, at its own expense, for: (i) developing, operating and maintaining its website; (ii) acquiring and maintaining its server hardware and software (or obtaining third-party hosting services) for its website; and (iii) maintaining Internet connectivity.

(c) License. Supplier hereby grants to UC, at no additional cost, a limited, non-exclusive, royalty-free right to link to and access the Supplier Site from the eProcurement sites, subject to the terms and conditions herein and solely for the purpose of permitting Users to access the Services. All Supplier Marks will remain the sole property of Supplier.

## **SECTION 5 – USER SUPPORT**

(a) UC Duties. Each UC Location will provide its Users with initial contact and system support assistance on all functionality and use issues for eProcurement (including links to the Supplier Site). When known, UC will promptly notify Supplier of any such issues relating to the Catalog, the Supplier Site and/or other Supplier materials/systems.

(b) Supplier Duties. Supplier will provide all customer support relating to the Catalog, Supplier Goods and/or Services and Supplier Sites in a manner consistent with the customer support that Supplier provides to other customers, and at least as good as the customer support that Supplier provides to customers who are purchasing through means other than websites.

## **SECTION 6 – PROPRIETARY RIGHTS**

UC's Terms and Conditions of Purchase contains provisions regarding the parties' rights and responsibilities with respect to intellectual property relating to the Goods and Services. Without altering those provisions, the parties additionally agree as follows. UC may require Supplier to "brand" Supplier's Punch-Out Catalog with one or more UC Marks. If UC requires Supplier to utilize one or more UC Marks on Supplier's Punch-Out Catalog, UC will provide the appropriate artwork and such artwork will be deemed to have been provided with a limited, non-exclusive, non-sub licensable right for Supplier to use it solely for the purpose of a UC-branded Punch-Out Catalog hosted by Supplier and subject to the following terms:

Supplier may not make any additional use of the UC Marks without UC's prior written approval.

Supplier's use of the UC Marks in the Punch-Out Catalog must acknowledge UC's ownership of the UC Marks. Supplier will include all notices and legends with respect to UC trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by UC. Supplier agrees not to claim any title to UC Marks or any right to use UC Marks except as permitted by this Appendix. Upon termination of this Appendix or the Agreement, all rights to UC Marks conveyed by UC to Supplier will cease and Supplier will destroy or return to UC all media with UC Marks. UC specifically reserves any and all rights to UC Marks not specifically granted to Supplier.

Supplier grants to UC the right to use Supplier's trademarks, logos, trade names, and service marks for the purpose of promoting UC eProcurement sites to the UC community. UC acknowledges Supplier's right, title and interest in and to Supplier's Marks and Supplier's exclusive right to use and license the use of Supplier Marks and agrees not to claim any title to Supplier Marks or any right to use Supplier Marks except as permitted by this Addendum. UC will include all notices and legends with respect to Supplier trademarks, trade names, or copyrights as may be required by applicable trademark and copyright laws or which may be reasonably requested by Supplier. Upon termination of this Appendix, all rights to Supplier Marks conveyed by Supplier to UC will cease and UC will destroy or





# UNIVERSITY OF CALIFORNIA

return to Supplier all media with Supplier Marks. Supplier specifically reserves any and all right to Supplier Marks not specifically granted to UC.

The licenses granted in the previous paragraphs regarding UC Marks and Supplier Marks are subject to the ongoing approval of the party owning the respective trademarks, logos, trade names, or copyrights. Such ongoing approval includes the ability to terminate – at any time, for any reason, and in the sole discretion of the owner of the respective trademarks, logos, trade names, or copyrights – the trademark licenses provided in the preceding paragraphs for any particular trademark, logo, trade name, or copyrighted work without necessarily terminating this Appendix. Each party agrees not to take any action that will adversely reflect upon or damage the goodwill, reputation, or the brand value of the other party. Each party further agrees not to take any action that is inconsistent with the other party's ownership of the respective trademarks, trade names, or copyrights. At all times (including following termination of the Agreement), Supplier agrees to comply with Section 92000 of California's Education Code.

(a) Grant of License. Supplier hereby grants UC a non-exclusive, royalty-free: (i) license to use, copy, transmit, and display the Catalog, any information contained therein and the Supplier Marks for the purposes of permitting Customers to access information about and order Supplier Goods and/or Services from a Catalog and (ii) if Supplier is using a Punch-Out Catalog, right to link to and access the Punch-Out Catalog on the Supplier Site, for the purposes of permitting Customers to access the Supplier Website and permitting Customers to order Supplier Goods and/or Services.

(b) Modifications. UC will not modify or remove any of the proprietary rights markings in the Catalog. UC will not modify the Catalog, except as supplied by Supplier. UC will not make any representations or warranties, or provide any information, to any third party regarding any Supplier Goods and/or Services (including, but not limited to, any representations or warranties of any information regarding availability, delivery, pricing, characteristics, qualifications or specifications thereof). If UC believes in good faith that any Supplier information does not conform to the requirements of the associated UC Agreement or this Appendix, UC will be entitled to withdraw the Catalog from UC eProcurement sites. In such a case, UC will promptly notify the Supplier of the actions it has taken and will work with the Supplier promptly to resolve UC's concerns. When UC's concerns are satisfactorily resolved, UC will promptly restore the Catalog, if appropriate. UC will have no liability to the Supplier or anyone else for exercising these rights.

(c) Acknowledgment. Each party acknowledges that the technology embodied in the other party's Site may be based on patented or patentable inventions, trade secrets, copyrights or other intellectual property or proprietary rights ("Intellectual Property Rights") owned by the other party and its applicable licensors.

(d) UC Rights. As between the parties, UC will be the sole owner of – or, with respect to any items licensed by UC, will retain all rights to – UC eProcurement sites and all Intellectual Property Rights associated with UC eProcurement sites, including any modifications, updates, enhancements or upgrades to any of the foregoing, as well as any Order Data generated or collected on such Site (collectively, the "UC Materials"). Except as provided herein, Supplier may not copy or use in any way, in whole or in part, any UC Materials without UC's prior written approval. Any permitted copies of such property, in whole or in part, alone or as part of a derivative work, will remain UC's sole property. Supplier agrees to reproduce and include UC's copyright, trademark and other proprietary rights notices on any permitted copies of UC Materials including, without limitation, partial copies and copied materials in derivative works. Supplier will not copy or reproduce any third-party copyrighted or trademarked materials, which appear on or are otherwise associated with any UC eProcurement site without UC's prior written consent.

## **SECTION 7 – MULTIPLE SUPPLIERS**

Supplier acknowledges that all UC eProcurement sites are intended to facilitate Users' ability to obtain Goods and/or Services from more than one supplier. Nothing in this Appendix will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

## **SECTION 8 – WARRANTY DISCLAIMER**

UC does not warrant that access to UC eProcurement sites will be uninterrupted or that the results obtained by use of UC eProcurement sites will be error-free.

## **SECTION 9 – DISPUTES AND CHANGES IN THE SERVICES**

(a) UC and Supplier agree to negotiate in good faith to resolve problems, questions and disputes.

(b) Where improvements and clarifications can be made in the business processes related to eProcurement, both parties agree to incorporate such changes as long as they are mutually agreed upon.

## **ATTACHMENT E – DEFINITIONS**

### **General**

**Broad Line Manufacturer/Qualified Supplier**– a Manufacturer who can supply the required services and is able to provide their manufactured product covering a minimum of (but not limited to) the five (5) main/mandatory categories of Office Furniture (System, Seating, Storage, Free Standing Furniture, and Tables) which meet RFP specifications (including UC Minimum Sustainability Requirements and Ergonomic Requirements).



# UNIVERSITY OF CALIFORNIA

**Dealer or Dealer Service Network Provider** - Subcontractor and/or provider of goods and services on behalf of Manufacturer such as furniture, furniture design, layout design, workspace planning, showroom demonstration, warehouse storing, delivery, installation, customer service, invoicing, payment collections, credit card processing, etc.

**Design - Major Revision** - A major revision is defined as any modification in which an excess of 30% of the design is revised.

**High Volume Tier** – Dollar amount of product purchased, which exceeds predetermined discount off list pricing and therefore qualifies for negotiated pricing; all such pricing tiers to be found within Exhibit A of Statement of Work.

**Project Management** - Enhanced professional services through a Dealer authorized representative. Dealer authorized representative provided under the Agreement will provide project management services, in which many segments of a project must be professionally coordinated and well-orchestrated by a project manager or team and proper oversight must be maintained and milestones must be adhered to.

**Punch List** -A term used to describe an inventory list of all corrections, additions, or deletions to an Installation or project which requires an action on the part of the Supplier, to be completed. The Punch list will detail the point of acceptance, rejection or remedial action necessary for any product. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of furniture as directly related to the original purchase order.

**Reconfiguration** -A term used to describe the process of disassembly, re-assembly and possible relocation and redesign of existing furniture systems.

**Services** - Refers to all services provided by the Dealer, including "Value-Added" services, and "Per Hourly-Rate" services as noted within and Attachment A – Statement of Work.

**Supplier** – Manufacturer and Primary Contracting Entity, as represented by its Dealers/Authorized Dealer Services Network and its other business entities within its supply chain for the purpose of proposing goods and services under this RFP, as a single contracting entity. The term Supplier, therefore, is used interchangeably with Manufacturer, Seller, Dealer, Designer, Installer, or any supply chain entity the Supplier proposes to carry out its duties and obligations in answer to this solicitation.

**Value-Added Services** - Includes all enhanced professional services, such as design and installation, provided by Dealer.

**Waste Removal/Removal of Debris**- Refers to the removal all packaging materials from the University premises by the Dealer at the time of delivery and Installation and recycled or disposed of in accordance with UC's Sustainability Policy

## Furniture Items Definitions

***Exclusions to below – Any "Product listed or registered with FDA as a medical device or a furnishing that meets a specific clinical requirement for UC clinicians."***

**Paneled Systems** - Pre-fabricated paneled workstations or cubicle office. Includes panels, desk, storage, filing work surfaces, cabinetry, accessories, etc. Task Chair: A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.

CSA- Z412, Guideline on Office Ergonomics, page 161

**Task Chair:** A task chair is a chair designed for the completion of work tasks that need to be performed while sitting, including paperwork, phones, computer work, or other tasks. A task chair should provide users with an adjustable, stable seating surface that supports the spine, promotes dynamic movement, and can be adjusted to fit a majority of people. All task chairs shall follow the guidelines of Exhibit E of SOW.

CSA- Z412, Guideline on Office Ergonomics, page 161



# UNIVERSITY OF CALIFORNIA

**Side Chair:** A side chair is a chair designed for short-term sitting (i.e. guest chair) and is not designed to be used during work tasks. A side chair usually has a fixed seat height, seat angle, and backrest, and it may or may not have arms. The minimum weight capacity is 250 pounds.

ANSI-BIFMA x5.1-2002

**Desk/Work Surface:** A desk/work surface is a piece of furniture with a surface designed to allow the user to complete their work tasks. Work tasks can include but are not limited to reading, writing, and use of computers, telephones, calculators, and microscopes. Surfaces can be flat or angle adjustable (for example drafting tables). Work surfaces should be designed to support work equipment and task materials while allowing adequate clearance, access, and support for the majority of users. Desks/work surfaces may be freestanding or part of a panel system which is secured to the wall or floor. All work surfaces shall follow the dimension and height adjustability guidelines of Exhibit E of SOW.

ISO 9241-5, Ergonomic requirements for office work with visual display terminals, page 9, 15

**Storage:** A piece of furniture designed to store items. Storage units shall meet the following requirements:

Adjustment controls should be easy to operate from usual working positions and designed so they encourage correct use

Drawers should be designed to prevent unintentional opening

Drawers should not require undue force to open and close

Drawers should not be able to be pulled out so they unintentionally fall

Casters on mobile pedestal drawers should be chosen to match the floor surface where the pedestal will be used

## **ATTACHMENT F – RFP (RFP-OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019)**

See as separate Attachment

## **ATTACHMENT G – SUPPLIER’S RESPONSE TO RFP, DATED 8-21-19**

See as separate attachment





UNIVERSITY  
OF  
CALIFORNIA

**ATTACHMENT A - STATEMENT OF WORK**  
**KIMBALL OFFICE - AGREEMENT #2019.001896**

This Statement of Work – Attachment A (“SOW”) is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. (“Agreement”).

**1. Title and Description of the Scope of Goods and/or Services**

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a ‘fully compressive product line’/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation (“Services”). Together, the “Goods and Services” all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

**2. Implementation**

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

**Supplier Obligations**

<u>Action</u>	<u>Date relative to contract signature</u>
Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel’s sales staff and other Kimball sales representatives	Within 10 days
Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract though its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications	Within 30 days
Create power point and other types of communication that highlight new award and its changes. Create presentation and develop training schedule for all Kimball distribution channel. Review all existing opportunities and notify of new award and date	Within 60 days
Complete presentation and roll out to all Kimball Distribution channel. Develop tracking plan for new contract progress. Meet with Omnia and UC to review progress and activity.	Within 90 days
<u>Action</u>	<u>Contract Start - 11/01/20</u>

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies.  
 Conduct a meet and greet with design, construction, facilities and department heads  
 Create marketing materials for email, providing contact information  
 Acquire names of design staff and facilities staff, calendar of campus vendor shows

Prior to implementation date

Introduction, by campus with service partners/Dealers  
 Training at each campus with facilities, designers and procurement  
 Post cards announcing new products and or custom designs completed  
 Announcement in the major publications  
 Joint community outreach with various campuses  
 Design marketing and support based on each campus's need and demographic  
 One campus per quarter to factory tour  
 Joint research projects to improve the use of spaces and student engagement/success  
 Seating labs, product display areas  
 Integrate technology where appropriate with AV, VR, AR, etc.

9-28-20 -11/1/2020

#### UC ECOMMERCE

Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities

1st Week

Define a specific set of materials (including Options)

Within 6 months: Create a punchout site and link to the e-procurement site of the client

1st 3 months

Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.

Within 9 months

Testing/Piloting of the system to insure everything is operating properly

Within 1st year

#### UC Obligations

##### Action

##### Contract Start - 11/01/20

UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:

Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

### 3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.

- d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- e. UC Hastings College of Law
- f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- g. Lawrence Livermore Lab and additional centers and offices as further detailed at:  
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>
- h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
- i.

#### 4. Key Personnel

**NATIONAL PROGRAM** - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at <https://www.kimball.com/contactus/all-dealers/>.

UC PROGRAM - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

**Supplier's Account Manager** is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

#### **Supplier's Account Management Team** is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

#### **UC'S Project Mangers:**

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator <a href="mailto:Yvonne.Macon@ucop2022">Yvonne.Macon@ucop2022</a>
eProcurement Implementation	Lia Scott <a href="mailto:liascott@ucdavis.edu">liascott@ucdavis.edu</a> & Terese Merrell <a href="mailto:Terese.Merrell@ucop.edu">Terese.Merrell@ucop.edu</a>
Sustainability Reporting,	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Heather Perry <a href="mailto:heather.perry@ucsb.edu">heather.perry@ucsb.edu</a>
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Yvonne Macon

## 5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

## 6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

- A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).
- B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
  - 1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
  - 2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>\$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).
- C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
  - 1. Campus Fire Marshall (or equivalent, if none exists)
  - 2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)
- D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.
- E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years).
- F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

## 7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

### Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

\*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited to, missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

\*\* Restocking - All returns of conforming product, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

## 8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates' priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &

B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

## 9. Program Requirements

### A. General

- a. There shall be no minimum order requirements (quantity, dollar size, etc.).
- b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
- c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
- d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: <https://www.bifma.org/page/StandardsShortDesc>
- e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
- f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

### B. Administration – (This section is UC Specific)

Supplier shall provide the following program administration functions to UC:

- a. Project Manager to coordinate program implementation (see implementation Plan).
- b. Account Management for on-going contract monitoring and maintenance
- c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
- d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
- e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
  - Sales Data for UC System
  - Fiscal Year to Date (beginning July 1).
  - Fiscal Year to Date for the previous year.
  - Last 12 month spend.
  - Last 12 month spend for the prior year.
  - Company or Dealer updates/changes
  - Sustainability
  - Outreach and Projects
  - SLA Scorecard and Issues
  - Product – changes and new lines
- f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

- g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
- h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

#### **C. Ecommerce and Related Invoicing/Settlement (This section is UC Specific)**

- a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
- b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
- c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
- d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
- e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
- f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

#### **D. National Program**

- a. Manufacturer/Supplier must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
- b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

#### **E. Product Requirements**

- a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
  - Panels and Desks/Work Surface (Adjustable and Fixed)



- Storage
  - Freestanding
  - Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
  - Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)
- b. Product Purchase Restrictions (**UC Specific**) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.
  - c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.
  - d. New and Discontinued Products
    1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
    2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
      - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
    3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
    4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.
  - e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.
  - f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.
  - g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.
  - h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

## **F. Services**

- a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.
- b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages
- c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.
- d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
  - e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
  - f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
  - g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
  - h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
  - i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
  - j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
  - k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
  - l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
  - m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
  - n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
  - o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

## 10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

#### **11. No Mandatory Use**

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

#### **12. Liquidated Damages** (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars (\$500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 1/2% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 1/2% (total of 7 1/2%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 1/2% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

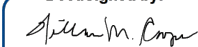
#### **13. Incorporated Documents**

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

- Exhibit A – National Discount and Service Pricing
- Exhibit B – UC Discount and Service Pricing
- Exhibit C - UC Sustainability Requirements
- Exhibit D – UC Reporting Requirements
- Exhibit E – UC Ergonomic Requirements
- Exhibit F – UC Dealer Network & Capabilities
- Exhibit G - UC –Additional Terms and Conditions

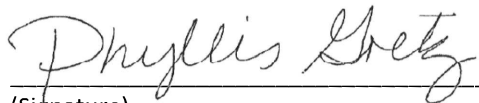
This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

  
\_\_\_\_\_

1E90FA0709254CF...  
(Signature)

**KIMBALL OFFICE, INC.**

  
\_\_\_\_\_

(Signature)

William Cooper AVP & Chief Procurement Officer Phyllis Goetz, President

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

5/21/2020

05/20/2020

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS

### A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

### A.2 – Price Increases

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57

	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
Storage	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
Seating	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57



Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							
Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.		Hourly Rates (NTE)			Comments		
Design Services		\$70.00					
Project Management Services		\$72.00-125.00					
Asset Management (e.g. Dealer tracks ownership at campus level)		n/a					
Demolition (breakdown and removal or repacking of old stock)		n/a					
Other - Insert rows as needed							
Storage		Rate per Sq. Ft. (NTE)			Comments		
Storage		\$1.57					
Labor/Installation -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.		Hourly Rates (NTE)			Comments		
Basic Installation Rate (utilizing Standard Labor)		65.00-250.00					
Services Associated with Discount off List							

**DELIVERY**

- Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.
- Inside Delivery means product is delivered to the site and unloaded.

**BASIC INSTALLATION** - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

**EXPANDED/COMPLEX INSTALLATION** Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Pricing Parameters**

- During normal business hours, M-F, 7:00am-5:00pm local time.
- Non-union labor
- All necessary tools and equipment required to install per the drawing or quote
- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Free and clear access to loading docks and elevators
- Job site to be free and clear of debris
- Service work not be hindered by other trades, product tools, equipment
- Reasonable access to space

**Exclusions:**

- Any work requiring a licensed electrician is the purchaser's responsibility
- Hardwiring of furniture to the building source
- Connection of phone and data lines to the building source

**Additional Cost:**

- Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

**ATTACHMENT A - STATEMENT OF WORK**  
**KIMBALL OFFICE - AGREEMENT #2019.001896**

This Statement of Work – Attachment A (“SOW”) is issued pursuant to Purchasing Agreement #2019.001896 dated May 20, 2020 between UC and Kimball Office Inc. (“Agreement”).

**1. Title and Description of the Scope of Goods and/or Services**

Supplier shall offer a line of Office Furniture and related services; both meeting requirements of this Agreement to the University of California System-wide. These product lines must include the categories of Systems Furniture, Freestanding Furniture, Storage, Tables, and Chairs/Seating. Other categories may include Higher Education Classroom Furniture, Fixed Seating, Architectural Elements, Healthcare/Lab, Integrated Technology, Accessories and Technical Support, Outdoor Furniture, and other related categories as approved by the UC Procurement, Office of the President. Supplier, through this Agreement shall also offer a fully comprehensive product line and list of services to a national market, through OMNIA Partners, Public Sector, noting a ‘fully compressive product line’/national product line is not limited by UC specific ergonomic and sustainability requirements.

Related services, either directly or through a subcontracted dealer network; shall include (but are not limited to) design/consultation, delivery, storage, project management, and installation (“Services”). Together, the “Goods and Services” all in accordance with Federal and State of California laws and the requirements of the UC as further detailed in the incorporated RFP, its responses, and below.

**2. Implementation**

Supplier shall provide and execute an implementation plan which shall provide for an early National roll-out (with Webinar) and a phased plan UC rollout by November 1, 2020, inclusive of the items below:

- Campus Profile Development
- Campus Visits/UCOP Rollout
- Campus Training
- Marketing and Business Development
- Catalog development, aligning Price Discount List with lines/products n with UC Sustainability and Ergonomic Requirements
- Ecommerce Integration with Testing and Pilots (18mo from date of contract)

**Supplier Obligations**

<u>Action</u>	<u>Date relative to contract signature</u>
Notify our Four (4) Regional Government Sales Managers. They are the owners of the Omnia/UC contract for their respective regions. As the contract specialists, they would coordinate all training among the distribution channel’s sales staff and other Kimball sales representatives	Within 10 days
Kimball Executive leadership and Omnia Executive leadership will communicate the new Omnia/UC national agreement contract though its website and direct communications to its sales teams and authorized distribution channel. As well as a press release to various trade publications	Within 30 days
Create power point and other types of communication that highlight new award and its changes. Create presentation and develop training schedule for all Kimball distribution channel. Review all existing opportunities and notify of new award and date	Within 60 days
Complete presentation and roll out to all Kimball Distribution channel. Develop tracking plan for new contract progress. Meet with Omnia and UC to review progress and activity.	Within 90 days
<u>Action</u>	<u>Contract Start - 11/01/20</u>

Kimball will launch a soft roll out with the help of UC to all campus and participating agencies.  
 Conduct a meet and greet with design, construction, facilities and department heads  
 Create marketing materials for email, providing contact information  
 Acquire names of design staff and facilities staff, calendar of campus vendor shows

Prior to implementation date

Introduction, by campus with service partners/Dealers  
 Training at each campus with facilities, designers and procurement  
 Post cards announcing new products and or custom designs completed  
 Announcement in the major publications  
 Joint community outreach with various campuses  
 Design marketing and support based on each campus's need and demographic  
 One campus per quarter to factory tour  
 Joint research projects to improve the use of spaces and student engagement/success  
 Seating labs, product display areas  
 Integrate technology where appropriate with AV, VR, AR, etc.

9-28-20 -11/1/2020

#### UC ECOMMERCE

Assign an e-commerce team lead/project manager specific to UC. Kimball would work with the UC System along with individual campuses to understand the priorities and develop a phased implementation schedule based on the priorities

1st Week

Define a specific set of materials (including Options)

Within 6 months: Create a punchout site and link to the e-procurement site of the client

1st 3 months

Provide access and training to the dealer(s) who would service the ordering process. For an e-commerce program to be successful, training is of greatest importance. This training needs to happen conjunctly between the dealer and the campus. Communication and knowledge gained through a joint training program will allow Kimball to learn how best to support each campus and integrate seamlessly into their processes and business models.

Within 9 months

Testing/Piloting of the system to insure everything is operating properly

Within 1st year

#### UC Obligations

##### Action

##### Contract Start - 11/01/20

UC agrees to provide staff hours and expertise, as determined necessary by the UC, in order to assist with contract implementation and the required integrations with UC eCommerce systems; such efforts to include, but not be limited to:

Contract Guidance Documents	Prior to Roll-out
Participation - Announcement Webinar	Within 1 month of contract
Launch marketing through UC internal newsletters	Oct-20
Campus Roll-out Events	Estimate 9/29/20 to 10/31/20
Collaboration of UCOP ECOE and P&C to achieve eCommerce integration	Complete -18 mo. from contract
Participation in the development and issuance of surveys	Ongoing

### 3. Place(s) of Performance/Locations

Services shall be provided nationally through OMNIA Partners, for public sector purchasing by Participating Agencies. UC, as Principal Procurement Agency, shall receive services for its locations which are described below; such locations to include any UC Locations added during the term of this contract:

- Ten Campuses - UC Berkeley, UC Davis, UC Irvine, UC Los Angeles, UC Merced, UC Riverside, UC San Diego, UC San Francisco, UC Santa Barbara, UC Santa Cruz
- Five Medical Centers – UC Davis, UC Irvine, UC Los Angeles, UC San Diego, UC San Francisco
- The UC Office of the President – A central system-wide headquarters with offices primarily located in Oakland and Sacramento, California, and teaching/administrative offices in Washington, D.C.

- d. The Division of Agriculture and Natural Resources – Comprised of over 60 local offices and Research and Extension Centers located throughout California, and County Cooperative Extension offices.
- e. UC Hastings College of Law
- f. Lawrence Berkeley National Lab, which is owned by the Federal Government, but managed by the University of California.
- g. Lawrence Livermore Lab and additional centers and offices as further detailed at:  
<http://www.universityofcalifornia.edu/uc-system/parts-of-uc>
- h. Any awarded Agreement(s) will be available to all current and future locations of the University of California and its Affiliates.
- i.

#### 4. Key Personnel

**NATIONAL PROGRAM** - Dealers/Subcontractors authorized to provide Goods and/or Services nationally, under this SOW, can be found at <https://www.kimball.com/contactus/all-dealers/>.

UC PROGRAM - Dealers authorized to provide services to the UC are listed in Exhibit F to this Statement of Work.

Dealers may be added or deleted, at request of Kimball International over the lifetime of this Agreement..

**Supplier's Account Manager** is listed below, is subject to UC approval, and has overall responsibility for managing the UC/Supplier relationship. If this does not include National Contract, please list in next section:

Name	Wendy Schnarr	TITLE: Public Sector Sales Manager
Email	Wendy.schnarr@kimball.com	
Phone	812-631-2995	
Address	512 Balsam Dr. Euless, TX	

#### **Supplier's Account Management Team** is:

Name	Lisa Carter	TITLE: Vice President, Sales
Email	Lisa.carter@kimball.com	
Phone	703-975-3329	
Address	1130 Connecticut Ave. NW Ste 1150 Washington DC	
Name	Vikki Gibbs	TITLE: Director of Sales, West
Email	Vikki.gibbs@kimball.com	
Phone	303-396-4581	
Address	5280 E. Caley Ave. Centennial, CO	
Name	Haley Rosenkranz	TITLE: Strategic Sales Manager
Email	Haley.rosenkranz@kimball.com	
Phone	812-482-6468	
Address	1600 Royal St. Jasper, IN	
Name	TBD	TITLE: State Contract Specialist
Email		
Phone		
Address	1600 Royal St. Jasper, IN	

#### **UC'S Project Mangers:**

Contract Implementation & Rollout for UC Locations	Yvonne Macon, Contract Administrator <a href="mailto:Yvonne.Macon@ucop2022">Yvonne.Macon@ucop2022</a>
eProcurement Implementation	Lia Scott <a href="mailto:liascott@ucdavis.edu">liascott@ucdavis.edu</a> & Terese Merrell <a href="mailto:Terese.Merrell@ucop.edu">Terese.Merrell@ucop.edu</a>
Sustainability Reporting,	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Heather Perry <a href="mailto:heather.perry@ucsb.edu">heather.perry@ucsb.edu</a>
CSR Assessment, (EcoVadis), Gap Analysis, and Improvement Planning	Stephanie Lopez <a href="mailto:stephanie.Lopez@ucop.edu">stephanie.Lopez@ucop.edu</a> & Yvonne Macon

## 5. Reporting Requirements

Supplier will provide, at a minimum, periodic reports detailing usage and spend by location, incentives and remittance data, and UC required sustainability data (UC Specific). Supplier agrees to provide other reports to UC, as reasonably requested by UC during the Term of the Agreement and any extension(s) thereof, at no additional cost. Supplier shall use UC provided templates if available. Reporting periods and requirements, specific to the UC, are provided in Exhibit D:

## 6. Assumptions and Exceptions (This section is specific to UC)

This Agreement is one of three Broadline Awards made as a result of RFP ## 001218 - RFP - OFFICE FURNITURE - UC SYSTEMWIDE – JULY182019 and includes the categories (without minimum purchase volumes) and services, stated in Section 1. UC additional requirements, restrictions, or exceptions are listed below and are considered to apply, only to the UC:

- A. Any previously established ergonomic contracts with targeted awards in the areas of task chair, tall task stools, height adjustable worksurfaces, and work tools (monitor arms, keyboard trays).
- B. Goods and Services, purchased by a contractor, awarded business through the UC Construction Bidding Process, are not included in this scope of work, unless the following criteria are met:
  - 1. Use of contract(s) are specified, as a requirement or option, within the Construction RFP documents; such use to benefit the UC project only and to be validated by protocols established by the campus or within those documents.
  - 2. For tracking purposes only, the UC Procurement Contract Administrator, shall be notified of construction usage when purchases made by contractors (general or sub) are high volume =>\$400K and purchased for construction RFP projects (not a solicitation by Campus/UCOP Procurement & Contracts).
- C. Architectural Elements are included (if offered by Supplier) in this scope of work, however Demountable Walls and/or any 'ceiling height wall product', ordered against this Agreement through standard/non-construction channels (e.g. PO or P-card process) will be subject to order restrictions. The below approvals must be obtained in writing and submitted by UC department or Buyer, to Supplier/Dealer prior to an order being placed by a Dealer to a manufacturer. Supplier will obtain and record email approvals. These shall be attached to final campus POs.
  - 1. Campus Fire Marshall (or equivalent, if none exists)
  - 2. Design & Construction Management (PM or Management) or Facilities Management (Director or Associate Director)
- D. Spend directed to Small Businesses, deemed necessary by the UC Location to meet any federal, state, agency, etc. program requirements.
- E. Supplier will complete CSR Assessment with EcoVadis, within 90 days of Contract signing for purpose of establishing a baseline, creating plan for targeted improvements (if below avg. score), and to measure ongoing improvements. If a supplier's score meets, or is above the average score for that category of business, they will not be required to reassess until the contract is reviewed for extension (first Option Year of the contract after the Initial Term of four (4) years).
- F. Supplier will complete Foam Ban Exemption Form within 1 month (30 days) of contract signature. Per Exhibit C requirements, it has been established Supplier is not currently in compliance with the UC Sustainable Procurement Policy, as it pertains to avoidance of Foam Packaging. As such, they have/will complete an exemption form for these non-compliant practices and included a process and target report. The form will be reviewed and revised per accomplishments, prior to any annual systemwide business reviews, as further described in Section 9.B and Exhibit C of this document. The form with table, represent current work and testing that are part of the ongoing efforts by Supplier to meet these requirements and includes a target date for meeting them. If not fully compliant by that date. Supplier will apply for an exemption for review, planning, and approval of the remaining non-compliant item(s).

## 7. Service Level Agreement (This section is specific to the UC)

A. During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide services herein, meeting qualitative standards, as shown below, within the following response times: national also (Wendy will check)

### Response Times

Response time to return call to clients	within 24 hours (Fri. would be Mon.)
Response time to visit clients*	within 3 business days

Initial design completion and quote meeting	within 10 business days from initial (or 1-2 wk.)
Quote for project	within 5 business days (sm) 10 days (lg.)
Final design to ready order quote	within 2 business days
PO (from UC) to acknowledgement	within 3 business days
Standard delivery	standard shipping and delivery 4-5 weeks
Non –Standard delivery	non-standard shipping & delivery 6-10 weeks
Incidental non-assembly items	deliver 3 business days after receipt of items
Items needing assembly or for projects	deliver and assemble 7 business days (sm) and 10 business days (lg.) after receipt by Dealer
Storage	30 business days free
Returns/Restocking (UC error)**	20 business days from date of delivery to customer (see above –Damaged/Returned product for Supplier error)
Pick-ups	within 2-3 business days
Credits/Claims	within 5 business days from pick-up
Requests for reports	within 10 business days
Punch list development*	within 2 business days after installation walk thru
Punch list closure*	within 30 (or 10) business days after both parties agree as to responsible party

\*Punch List--a term used to describe an inventory list of all corrections, to an installation or project which requires an action on the part of the manufacturer and/or its Dealer, Installer, etc., to complete. Includes, but not limited, to missing, damaged, mistakenly-shipped or incorrect installation parts, components, or whole pieces of ergonomic equipment as directly related to the original purchase order.

\*\* Restocking - All returns of conforming product, if qualified, are subject to a 50% restocking fee. Only 'made to Stock' product items (stocked inventory – not made to order) may be returned under this provision. SEE 9.F. for Returns of non-conforming goods

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier/Dealer must take corrective action within fifteen (15) days following UC written notification. When failure to correct is the fault of Dealer, UC reserves the right to terminate service with a Dealer and to require service be provided (where available) by a different authorized Dealer. Mutually acceptable arrangements will be made for completion and payment of existing orders. Any repeated failure by Manufacturer/Supplier, shall be handled per Section 2 of Master Agreement.

## 8. Pricing

A. Per Master Agreement, all Goods available through this Agreement, include delivery and are priced as a 'Discount off List' which varies according to delivery or services included. Specific pricing and pricing terms are detailed in the Pricing Exhibit(s).

B. Services included in this Agreement, are priced in two ways; 1) as a 'Discount off List Price', included with delivered product; 2) as 'Value Add Services Rates' priced hourly/separately per service and to be rendered in conjunction with Drop Ship Orders. Both forms of Pricing are provided within Exhibits A & B and detail service deliverables. Note: Services for this category of goods, may require the payment of prevailing wage rates. Prevailing Wage installation is quoted separately and rates vary by region.

C. Delivery, Basic Installation, and Complex installation, as captured within Discount Packages, reflect a rate for delivery with loading dock and elevator access. There may be an additional charge (to be quoted) where no loading dock and/or elevator access is available, thereby impacting the estimated delivery time. Supplier and Supplier's Authorized Representatives-Subcontractors will provide written notice to the UC location of any such additional charge and obtain UC location's approval prior to the scheduled delivery. Except as noted above, there shall be no separate or additional charges, fees, handling or other incidental costs for products following any contract award. Noted exception are surcharges, separate and allowable, when offsetting government imposed tariffs

D. Volume Pricing – Pricing within Exhibits, includes Volume Discounts. As indicated on this Exhibit, the UC may negotiate pricing on any single order where Manufacturer's product cost is in excess of the pre-determined discount levels/tiers reflected on Exhibits A &



B to this Agreement for Office Furniture Products. These orders (Negotiable Tiers) are defined as "high-volume" orders. NET is defined as the estimated List-value of the entire order, less discounts, and includes all service fees and expenses, excluding taxes."

E. In addition to volume pricing offered by Supplier during the Contract term, a Supplier may conduct sales promotions involving price reductions for a specified lesser period. Supplier may offer Participating Agencies/UC competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

## 9. Program Requirements

### A. General

- a. There shall be no minimum order requirements (quantity, dollar size, etc.).
- b. Manufacturer must have a Dealer/Distribution network in California and/or direct support having the capacity to deliver and install products for UC systems, meeting UC requirements.
- c. Manufacturer must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.
- d. Furniture purchased from Manufacturer and/or Dealer(s) must meet federal, state, regional and local standards and regulations, including, but not limited to: Occupational Safety and Health Administration (OSHA), Business and Institutional Furniture Manufacturers Association (BIFMA) acceptance test levels, Underwriters Laboratory (UL) requirements, Americans with Disabilities Act (ADA), etc. and; current BIFMA standard: <https://www.bifma.org/page/StandardsShortDesc>
- e. Manufacturer and/or Dealer must be in full compliance with specific building and fire code restrictions on all jobs.
- f. Manufacturer/Dealer shall agree to follow protocol (to be established), and to receive authorization prior to orders being placed for Demountable Walls and Fixed Seating (UC specific)

### B. Administration – (This section is UC Specific)

Supplier shall provide the following program administration functions to UC:

- a. Project Manager to coordinate program implementation (see implementation Plan).
- b. Account Management for on-going contract monitoring and maintenance
- c. On-site sales representation on a regular basis to increase sales activity, assist in resolving problems, demonstrate new products, handle returned goods and provide other customer services as required for the efficient operation of the program .
- d. When requested, meetings between Supplier's account manager(s) and UC Purchasing Departments to discuss previous period's activities and resolution of any open issues.
- e. Supplier shall meet with UC/UCOP for Regular Business Reviews to review contract usage and effectiveness, discuss current Services offerings and provide suggestions and discussion for continuous improvement in Services efficiencies, and to address additional topics pertinent to the relationship towards the UC's strategic goals. For each Business Review, the Supplier must provide pertinent performance and management reports detailing a wide range of information related to this Agreement at both the UC-wide level and breakdowns for each individual UC location. At least once annually, provide Power Point presentation including (but not limited to) the below:
  - Sales Data for UC System
  - Fiscal Year to Date (beginning July 1).
  - Fiscal Year to Date for the previous year.
  - Last 12 month spend.
  - Last 12 month spend for the prior year.
  - Company or Dealer updates/changes
  - Sustainability
  - Outreach and Projects
  - SLA Scorecard and Issues
  - Product – changes and new lines
- f. Conduct quarterly business review meeting with each UC location, providing information, as requested. (UC specific)

- g. Keep the contracting departments/customers apprised of any quality issues including recalls, upgrades and product warnings that may affect product performance
- h. A Supplier is required to provide reports (as noted in Section 5 and on Exhibit D) as reasonably requested by UC during the term of the agreement at no additional cost to UC. (UC specific)

#### **C. Ecommerce and Related Invoicing/Settlement (This section is UC Specific)**

- a. Integration Requirement: EProcurement Integration is a requirement of this Agreement and must be accomplished within 18 months of contract signing. E-commerce technology is utilized at each of the UC locations. Attachment D of Master Agreement - Appendix eCommerce, details requirements. Supplier and UC shall cooperate in good faith to make available to UC end purchasers and to encourage such end purchasers to use Seller's electronic catalog within each locations e-Commerce platform when ordering Products. Supplier is required to provide (or continue to provide) an acceptable integrated solution to the e-Commerce systems deployed in the UC system within the first 18 months of contract.
- b. E-commerce Platform Orders: UC orders will be placed directly with a supplier's system using either a hosted (static) or punch-out catalog housed in the UC E-commerce system(s). The catalog offerings will include all charges (exclusive of sales tax), including installation/assembly services where applicable. Implementation required within 18 months of contract signing. Note: National Participating Agencies have the option to enter into an e-commerce platform order solution on a per agency negotiated basis.
- c. Quote Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.
- d. Paperless Invoicing: This is a requirement of this Agreement. Supplier will be required (within 18 months of contract signature) to transmit their invoices electronically in a format that can be imported into various e-commerce and financial systems; cXML and EDI are the preferred invoice transmission methods although a Supplier may elect to utilize an e-invoicing service (e.g. Transcepta or Docufree), which allow the supplier to upload invoice data by multiple methods, including e-mail or direct data entry, for final transmission to a campus in their preferred electronic method.
- e. Payment Type: The University of California's preferred payment method is by virtual card (PaymentPlus, administered by US Bank) or procurement card (including ghost card for eCommerce), which includes a processing fee. Through these programs, the University of California can extend NET terms, which means that remittance will be transmitted immediately following full approval of an invoice. With PaymentPlus, suppliers receive email remittance information and are able to retrieve a one-time credit card number for the amount of the remittance. Suppliers can utilize their own point of sale solution, or can receive remittance through US Bank at competitive interchange rates. Alternative payment methods for the University include PaymodeX, EFT or paper check, with varying discounts and net terms offered. Note, some federally funded projects may have additional constraints on providing payment within 30 days.
- f. Established Delivery Dates: An acceptable installation date will be established in writing by mutual agreement of Buyer, Supplier and Manufacturer (s) (example: date on PO satisfies this) at the time of order placement. Supplier must receive a complete and accurate order from Buyer, requiring no clarifications or changes prior to the agreed-upon installation date. To the extent, however, Supplier fails to accurately and completely specify Buyer's requirements when placing an approved order(s) with Manufacturer, Supplier shall bear liability for damages incurred by Buyer related to such failure by Supplier and liquidated damages may apply (see Item 12).

#### **D. National Program**

- a. Manufacturer/Supplier must complete and maintain the required contract documents, reporting and/or other responsibilities as required by OMNIA Partners, and detailed in referenced RFP.
- b. Manufacturer/Supplier must have a nationwide Dealer/Distribution network having the capacity to deliver and install products nationwide, with some regional exceptions.

#### **E. Product Requirements**

- a. Required Product Categories (as defined within Attachment E of Master Agreement and Section 1 above) – Suppliers are required to provide sufficient product in the below categories; all as subject to Ergonomic requirements as listed on Exhibit E and Sustainability Requirements, as listed in Exhibit C. (UC Specific).
  - Panels and Desks/Work Surface (Adjustable and Fixed)

- Storage
  - Freestanding
  - Seating (task, side, conference room, and stackable, but NOT lab, lounge or lobby)
  - Tables Conference (tables, training table, occasional tables , hgt. adjustable tables, other)
- b. Product Purchase Restrictions (**UC Specific**) - A Supplier should note, there will be special processes put in place surrounding the UC's ordering of Architectural Elements (Demountable Walls) and fixed seating, owing to UC approvals which must be garnered prior to an order being placed. Any awarded Supplier will be required to abide by this process.
  - c. Parts Sales – A Supplier must offer offer/sell parts for your products to use in UC, and Participating Agencies, in-house repairs. A Web catalog or (acceptable alternative) must be supplied.
  - d. New and Discontinued Products
    1. Supplier(s) must communicate and make available any special product promotional offers as requested. A system to communicate promotions shall be established during the contracting phase of this process.
    2. New Products - The UC recognizes that products and product line additions to the selected Supplier's offerings are likely to occur during the life of this contract. The UC will consider these additions as enhancements. Additions will be considered under the following methods:
      - Products will be categorized with similar products or product lines into existing market commodity codes/product line families previously defined and agreed to by the UC with respect to the discount structure, net price, or total cost of the product.
    3. In the event the selected Supplier(s) add a new specialty product line which represents product(s) that are substantially different from the products or brands represented in the existing market commodity codes/product line families, the UC and the selected Supplier(s) may enter into negotiations to establish a discount structure, net price, or total cost for the product(s) if the UC agrees that the product(s) are not covered under an existing market commodity code/product line family. Pricing must be competitive in order to add into the contract. The selected Supplier(s) will provide appropriate documentation to support its position for special pricing. Negotiations must be completed prior to any purchase orders being processed. In the event the UC and Supplier cannot come to agreement the UC may at its sole opinion conduct a separate formal bidding process.
    4. Supplier shall notify the UC 60 day's in-advance of any products being discontinued wherever possible.
  - e. Cabling - All Manufacturers of cabling products, must comply with Technology Industry Association (TIA-569-C-2012) standards for cabling raceway and data equipment outlet openings.
  - f. Warranty –A minimum warranty of ten (10) years is required for 'seating', with a minimum of five (5) years applying to 'other' products. Note an exception for upholstery, which must have a minimum warranty of 3 years.
  - g. Surcharges and/or Tariffs – With the exception of 'Tariff Related Surcharges', there shall be NO surcharges during the term of any resulting contract. A supplier may request temporary surcharges for newly levied tariffs affecting their global supply chain, either directly or indirectly impacting most/critical materials, whether it is finished goods or directly imported materials, or raw materials that their suppliers must purchase from China for use in their production process. Any such charges must be substantiated through appropriate documentation prior to the approval process beginning. Approved charges will be considered as temporary, with the expectation of removal or reduction in accordance with removal or decreases by the government.
  - h. FOB - Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.

## **F. Services**

- a. Specific Delivery, Installation & Service options, have been detailed for the UC System and National Accounts. These required services are shown separately and/or aligned with a Supplier's Pricing/Declared Discounts off List and are found on Exhibit A and B.
- b. Prevailing Wages – Supplier understands that Prevailing Wage requirements apply to this contract, as detailed in Master Agreement, Section 10 – Prevailing Wages
- c. Customer Satisfaction and Service Standard Metrics (UC Specific) - Supplier will be responsible for product satisfaction. Supplier(s) will act as a customer advocate and coordinator for communications with the dealer that is responsible for performance and problem resolution. Supplier(s) responsibility for support continues even if the Supplier discontinues selling a product to the extent that resolution is possible. Suppliers must take necessary actions with dealers to reduce, minimize and prevent stock-outs of product (i.e. backorders), and to ensure that promised lead-times/ship dates/arrival dates are accurate. Customer satisfaction will be a determining factor in measuring Supplier(s) performance. Supplier and UC jointly will on a routine basis conduct and monitor customer satisfaction with a formal survey process. Results and feedback will be published on a regular basis in a format to be developed. Supplier and/or Dealer shall provide Toll-free number for assistance in order placement and focused customer service team for the UC.

1. Each Location has means to determine their internal level of customer satisfaction and if dealer is meeting performance metrics. If a dealer falls below the service level expectations it will be escalated to that Location's Materiel Manager and to UCOP to determine a mutually agreed upon corrective action plan to resolve the concern. If the service levels do not improve to the satisfaction of the University the issue may ultimately result in termination of the agreement.
- d. Ship to and Consolidation of Orders – Required 'ship to' for UC locations will be determined at the time of order. It is the responsibility of the manufacturer and servicing dealer to achieve this in the most efficient manner. For incidental (non-project) orders, UC expects the servicing dealer to consolidate orders and deliveries in a manner such that multiple deliveries to the same campus on the same day should not be charged full freight for each individual item delivery. Servicing dealer shall track, receive, warehouse, and deliver the product to the jobsite and perform final inside deliveries to specific office, suite, work space, lab, job site, etc. at all UC delivery accessible locations. Orders shall be shipped "FOB Destination" and all pricing shall be NET less sales tax.
  - e. Storage: (UC Specific): First 30 business days of storage required shall be at no cost to UC or participating agencies. UC may require items to be in storage beyond 30 bus days and may be charged at rates not to exceed the charge listed on Exhibit B Discount and Service Pricing. Note: UC must be prepared to accept product within 10 days of shipment or UC must notify Dealer of its need to enact its option for 30 days free storage from the Dealer. The 30 days shall begin when product arrives to Dealer's facility/dock. Any period after that point, will be charged at rates quoted within this Agreement.
  - f. Returns/Damaged product (UC Specific) - Products damaged, duplicated, incorrectly ordered by or incorrectly shipped by the manufacturer or dealer shall be replaced or picked up by the Supplier(s) within 2-3 business days after notification at no cost to the UC or participating agencies and thereafter a credit issued (if applicable) within five (5) business days to the satisfaction of the customer. There shall be no restocking charges or additional shipping charges, etc. for these items. If product has concealed damage due to carrier, Customer and/or Dealer has 15 days from delivery to file a freight claim with Supplier.
  - g. Trade Fairs (UC Specific) - If requested a Supplier is expected to sponsor trade and/or manufacturer exhibit/product shows at each of the UC locations and must comply with each campus' policies regarding space rental, advertising and coordination with each campus Materiel Management office.
  - h. Training (UC Specific) - When requested, the Supplier(s) will provide in-house "start-up" and/or training sessions to the UC users regarding the Supplier's software, ordering system, etc. at no charge to the UC. Similarly, a Supplier shall participate in developing and delivering Web Training for same.
  - i. Manufacturer/Dealer Documentation – A Supplier must provide the following, free of charge; 1) documentation of existing architectural and electrical elements of product (anything that impacts furniture placement), 2) Data and electrical coordination, including Title 24 documentation, 3) Plans and 3D images in AutoCAD and PDF formats.
  - j. Material Samples (UC Specific) - A Supplier must provide Material samples to customers, when requested.
  - k. Seating Labs-Showrooms (UC Specific) - Supplier to work with locations to provide sample product/guidance for seating labs/showrooms for potential customers to evaluate.
  - l. Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone and e-mail. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.
  - m. Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month's billing period. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.
  - n. Out of Stock Items - If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.
  - o. Restocking Fees - For 'made to stock items' (stocked inventory – not made to order), return of conforming goods, are subject to a 50% restocking fee. All freight charges for returned product are the responsibility of the customer. Unauthorized returns will not be accepted and will be returned freight collect. All merchandise being returned must be properly packed and protected in the original cartons. Upon receipt, all returned merchandise will be thoroughly inspected. Any discrepancies, such as additional damage, signs of usage, missing parts, etc., will result in an adjustment to the amount of credit issued

## 10. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If

an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

#### **11. No Mandatory Use**

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

#### **12. Liquidated Damages** (this section is specific to UC)

If a Supplier fails to accurately and completely specify a UC Buyer's requirements when placing an order(s) with Manufacturer, Supplier shall bear all liability for damages incurred by UC Buyer related to such failure by Supplier and liquidated damages may apply, if deemed appropriate by UC; such liquidated damages noted below:

Supplier shall pay Buyer five hundred dollars (\$500.00) per day as liquidated damages for every business day beyond the agreed-upon installation date that Supplier fails to install a material amount of product, as defined below. In the event of such failure, Supplier shall use its best efforts to provide temporary furniture for use by Buyer until the delayed furniture is installed. It is the Buyer's choice to accept or not accept temporary furniture and waive or not waive any associated liquidated damages associated with the delayed furniture. Payment shall be made in the following manner: Supplier shall issue a credit memo in the amount of the liquidated damages, and such amount will be deducted from any monies due Supplier by Buyer. Supplier will not be in default or liable to pay liquidated damages if the delay is due to order changes by Buyer, construction/inspection delays at the site, Acts of God, or any other reason beyond Supplier's reasonable control. A "material amount of product" means the ordered item(s), functional elements and/or accessories that are necessary to allow a workspace to be utilized fully and immediately following the agreed-upon installation date.

Immediately after or during all installations, Supplier agrees to establish a punch list in cooperation with Buyer. A punch list shall consist of an inventory of any and all missing, damaged, mistakenly shipped, or incorrect installation parts, components, or whole pieces of furniture. The Supplier must correct and remedy all the items on the punch list within 30 calendar days. If Supplier fails to correct and remedy all the items on the punch list by the agreed-upon date (if outside 30 days as if silent 30 days is assumed), Supplier shall deduct 2 1/2% of the total value of the product order from the final invoice submitted to Buyer, as liquidated damages. If Supplier fails a second time to correct and remedy all the items in the punch list by the second agreed-upon date, Supplier shall deduct another 2 1/2% (total of 5%); if Supplier fails a third time to correct and remedy all the items in the punch list on the third agreed-upon date, Supplier shall deduct another 2 1/2% (total of 7 1/2%); and if Supplier fails a fourth time to correct and remedy all the items in a punch list on the fourth agreed-upon date, Supplier shall deduct another 2 1/2% (total of 10%). The foregoing liquidated damages charge is applicable regardless of whether and/or when some items on a punch list are corrected or remedied. All items on a punch list must be corrected and remedied on the agreed-upon date, otherwise, the foregoing liquidated damages shall be applicable. On each installation, Supplier shall hold back from invoicing Buyer 10% of the value of the total order to address timely resolution of punch list issues. The final invoice, if any, shall be submitted after Buyer and Supplier mutually acknowledge, in writing, resolution of all items on the punch list.

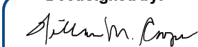
#### **13. Incorporated Documents**

The following documents are incorporated and made part of this Agreement, as if fully set herein, listed in the order of preference following the Agreement.

- Exhibit A – National Discount and Service Pricing
- Exhibit B – **UC** Discount and Service Pricing
- Exhibit C - UC Sustainability Requirements
- Exhibit D – UC Reporting Requirements
- Exhibit E – UC Ergonomic Requirements
- Exhibit F – UC Dealer Network & Capabilities
- Exhibit G - UC –Additional Terms and Conditions

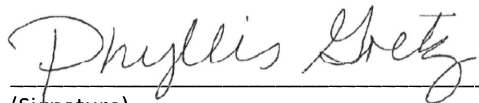
This Statement of Work is signed below by the parties' duly authorized representatives.

**THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA**

  
\_\_\_\_\_

1E90FA0709254CF...  
(Signature)

**KIMBALL OFFICE, INC.**

  
\_\_\_\_\_

(Signature)

William Cooper AVP & Chief Procurement Officer Phyllis Goetz, President

\_\_\_\_\_  
(Printed Name, Title)

\_\_\_\_\_  
(Printed Name, Title)

5/21/2020

05/20/2020

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**EXHIBIT A – NATIONAL PROGRAM - DISCOUNT & SERVICE PRICING AND PRICING TERMS****A.1 – Product/Service Pricing - OMNIA Partners & Participating Public Agencies**

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect at the time the purchase order is placed, less the minimum discounts on the items listed below. Pricing shall be based on Supplier's current National Price List/Price Book

Deliveries from Dealer to Participating Public Agencies shall be FOB, Participating Public Agency's designated location, freight prepaid and allowed for purchase orders within the United States. Exceptions include Alaska and Hawaii, where additional freight charges apply and will be quoted upon request.

**A.2 – Price Increases**

OMNIA and UC Contract Administrator shall be given written notification of any Price List changes, thirty (30) days prior to effective date of change. Price increases shall be accompanied by information showing the percent increase by line and as an average. In addition, a supplier shall include market information and/or commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI- BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI - BLS Series ID: WPU12220325 Price of Non-wood Office Seating; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Product Category	NATIONAL PROGRAM - Manufacturer Discount off List Volume Discounts are based on Drop Ship for all Product Lines						
	Product line	Drop Ship	Inside Delivery	Basic Installation	Expanded Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	65	63	61	59	67	68
	Footprint	65	63	61	59	67	68
	Traxx & Tiles	65	63	61	59	67	68
	Xsite	65	63	61	59	67	68
	Xsede	65	63	61	59	67	68
	WorkAble	65	63	61	59	67	68
	Canopy	65	63	61	59	67	68
	Cetra	65	63	61	59	67	68
Freestanding Furniture	Footprint	65	63	61	59	67	68
	Priority	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	Fixt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Stow	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	Fluent	54	53	51	47	55	57
	Guide	54	53	51	47	55	57
	President	54	53	51	47	55	57



	Sanctuary	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
Storage	Footprint	65	63	61	59	67	68
	LF Files	58	56	55	53	60	61
	Fundamental Files	58	56	55	53	60	61
	Priority	54	53	51	47	55	57
	Definition	54	53	51	47	55	57
	President	54	53	51	47	55	57
	Senator	54	53	51	47	55	57
	Innsbruck	54	53	51	47	55	57
	Transcend	54	53	51	47	55	57
Seating	Abbott	54	53	51	47	55	57
	Acapella	54	53	51	47	55	57
	Adagiato	54	53	51	47	55	57
	Alpine	54	53	51	47	55	57
	Arpeggio	54	53	51	47	55	57
	Beo	54	53	51	47	55	57
	Bloom	54	53	51	47	55	57
	Boyd	54	53	51	47	55	57
	Clairmont	54	53	51	47	55	57
	Collage	54	53	51	47	55	57
	Enjoy	54	53	51	47	55	57
	Event	54	53	51	47	55	57
	Flip	54	53	51	47	55	57
	Greer	54	53	51	47	55	57
	Helio	54	53	51	47	55	57
	Independence	54	53	51	47	55	57
	Itsa	54	53	51	47	55	57
	Joelle	54	53	51	47	55	57
	Joya	54	53	51	47	55	57
	Lusso	54	53	51	47	55	57
	Meadow	54	53	51	47	55	57
	Nash	54	53	51	47	55	57
	Niles	54	53	51	47	55	57
	Nate & Natty	54	53	51	47	55	57
	Pairings	54	53	51	47	55	57
	Pep	54	53	51	47	55	57
	Physician Exam Stool	54	53	51	47	55	57
	Poly	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Shore	54	53	51	47	55	57
	Splendor	54	53	51	47	55	57

	Spruce	54	53	51	47	55	57
	Stature	54	53	51	47	55	57
	Sycamore	54	53	51	47	55	57
	Theo	54	53	51	47	55	57
	Tucker	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Wilder	54	53	51	47	55	57
	Wish	54	53	51	47	55	57
	Smile	54	53	51	47	55	57
	Tri	54	53	51	47	55	57
	Cricket	54	53	51	47	55	57
	Twill	54	53	51	47	55	57
	Thatcher	46	45	43	39	50	50
	Entourage	46	45	43	39	50	50
	Otto	46	45	43	39	50	50
	Lolita	46	45	43	39	50	50
	Superkool	46	45	43	39	50	50
	Ynot	46	45	43	39	50	50
	Anora	46	45	43	39	50	50
	Chip	46	45	43	39	50	50
	Aspen	46	45	43	39	50	50
	LSM	46	45	43	39	50	50
	Looper	46	45	43	39	50	50
	Aussie	54	53	51	47	55	57
	Circ	54	53	51	47	55	57
	Fight Club	54	53	51	47	55	57
	Geo	54	53	51	47	55	57
Tables	Bloom	54	53	51	47	55	57
	Contemporary	54	53	51	47	55	57
	Dock	54	53	51	47	55	57
	fiXt	54	53	51	47	55	57
	Kore	54	53	51	47	55	57
	Overbed	54	53	51	47	55	57
	Pose	54	53	51	47	55	57
	Scenario	54	53	51	47	55	57
	Teem	54	53	51	47	55	57
	Villa	54	53	51	47	55	57
	Frill	46	45	43	39	50	50
	Flo	46	45	43	39	50	50
Accessories and Technology Support	Perks	54	53	51	47	55	57
	Jolt	54	53	51	47	55	57

Repair Parts (non-warranty) Net pricing							
Other							
Insert additional rows as needed							
Services - Offered by Dealers for additional cost when not included in Customer's chosen Discount package, listed above.		Hourly Rates (NTE)			Comments		
Design Services		\$70.00					
Project Management Services		\$72.00-125.00					
Asset Management (e.g. Dealer tracks ownership at campus level)		n/a					
Demolition (breakdown and removal or repacking of old stock)		n/a					
Other - Insert rows as needed							
Storage		Rate per Sq. Ft. (NTE)			Comments		
Storage		\$1.57					
Labor/Installation -Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate, taking into consideration the labor activity required for the installation and the local labor regulations. Supplier's Basic Installation Rate is stated here as a NTE (not to exceed) rate, inclusive of Standard Labor on the National Program Pricing.		Hourly Rates (NTE)			Comments		
Basic Installation Rate (utilizing Standard Labor)		65.00-250.00					
Services Associated with Discount off List							

**DELIVERY**

- Drop ship or Tailgate Delivery means product is delivered to the site. Purchaser is responsible for unloading.
- Inside Delivery means product is delivered to the site and unloaded.

**BASIC INSTALLATION** - Includes inside delivery, uncrating, assembly, set-up (if required), installation, removal/disposal of all debris from premises, and vacuuming the premises, installation documents, and the bill of materials per the purchaser's approved plan and specifications.

**EXPANDED/COMPLEX INSTALLATION** Includes basic installation; field measurements surveyed, documented and coordinated; electrical and telecommunication/data in-feed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

**Pricing Parameters**

- During normal business hours, M-F, 7:00am-5:00pm local time.
- Non-union labor
- All necessary tools and equipment required to install per the drawing or quote
- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Free and clear access to loading docks and elevators
- Job site to be free and clear of debris
- Service work not be hindered by other trades, product tools, equipment
- Reasonable access to space

**Exclusions:**

- Any work requiring a licensed electrician is the purchaser's responsibility
- Hardwiring of furniture to the building source
- Connection of phone and data lines to the building source

**Additional Cost:**

- Union, prevailing wage, overtime, and "after hours" (evenings, weekends, holidays) work.

## EXHIBIT B - UNIVERSITY OF CALIFORNIA DISCOUNT & SERVICE PRICING AND PRICING TERMS

### B.1 Product/Service Pricing - UC

The price for Products purchased under this Agreement shall be those prices shown in the applicable Price List in effect for the UC at the time the purchase order is placed, less the minimum discounts on the items listed below. Price List 2019, as bid in August 2019, shall remain firm until April 30, 2021.

The price for services as stated as a 'Discount off List Price' (included with delivered product) or as 'Services Rates' priced hourly/separately per service.

Deliveries from manufacturer or Dealer to the UC, shall be FOB UC designated location, freight prepaid and allowed for purchase orders within the United States.

Payment Term revised for UC – Purchases for UC locations, under this Agreement are Net 30 days of product delivery to UC designated location (including Dealers Warehouse. This is a change for terms stated for Participating Agencies.

### B.2 UC Price Protection

Discount Percentages/Pricing Structure, as quoted in the RFP Response and negotiated, shall remain firm for the initial period of the agreement (May 20, 2020 to April 30, 2024). In addition, actual prices quoted at the time of this RFP, as based on discount off current Manufacturer's National List Price #2019, shall be held firm until April 30, 2021, meaning prices quoted cannot increase, regardless of any change to the Manufacturer's National List Price until that time. Additional Price List advancements will not be considered more than once yearly. If increases are supported by market data and negotiated with Contract Administrator (see below), UC will advance to the next price List, in consecutive order (e.g. PL 2020 on May 1, 2021). UC orders are subject to Price List, in effect for UC at order placement.

a) Product list-price adjustment shall be effective upon a sixty (60) day written notification given to UC. When submitting notice of increases, SUPPLIER shall provide supporting documentation, which will include a spreadsheet displaying product increases and the UC weighted average increase, as well as market information and commodity indices (as referenced below) supporting the change:

- Commodity Information/Market Drivers
- Pertinent index/indices covering the previous period of service; 1) PPI -BLS Series ID: WPU122 Price of Commercial Furniture; 2) PPI -BLS Series ID: WPU12220325 Price of Non-wood Office Seating ; 3) CPI-U, US city Average, All Items less Food and Energy
- Pertinent labor data including (but not limited to NAICS 3370A1 - Furniture and Related Product Manufacturing (3371 and 3372 only)

Calculation of weighted average increase will be based on items purchased over the previous 12 months by UC. In the event the UC weighted average change has a significant and documented cost increase in excess of 3.0%, a full examination of market data and resources, shall be conducted by UC and Supplier to arrive at a final determination of market impact/increase. Impacted areas/product may be negotiated by UC, individually and/or as an aggregate, to arrive at the final determined increase; changes to be mutually approved.

b) Service Pricing Increases (Hourly Service Rates -not inclusive of Prevailing Wage Quotes) - Hourly Service and Labor Charges are quoted for services provided by Supplier's Dealers. Increases are not allowed during the Initial (UC) Agreement Term unless unforeseen events/circumstances, regional or state-wide, create market pressures limiting the ability of a Dealer to contract for services within the parameters of this Agreement. In that event, the Supplier shall supply proof of market condition and/or any alignment to "Increases for Modular Furniture Installation #NC-23-31-15-2019-1", to UC contract Administrator, with request; outcome to be supported and mutually agreeable.

Product Category	UC Program - Manufacturer Discount off List					
	Product line	Drop Ship	Basic Installation	Complex Installation	Volume Discounts 100k-400k	Volume Discounts >400k
Systems Furniture	Narrate	70	64	62	70.5	71.25
	Footprint	70	64	62	70.5	71.25
	Traxx & Tiles	70	64	62	70.5	71.25
	Xsite	70	64	62	70.5	71.25

	Xsede	70	64	62	70.5	71.25
	WorkAble	70	64	62	70.5	71.25
	Canopy	70	64	62	70.5	71.25
	Cetra	70	64	62	70.5	71.25
Freestanding Furniture	Footprint	70	64	62	70.5	71.25
	Priority	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	Fixt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Stow	60	57	53	60.5	61
	Scenario	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	Fluent	60	57	53	60.5	61
	Guide	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Sanctuary	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
Storage	Footprint	70	64	62	70.5	71.25
	LF Files	60.5	57	55	61	62
	Fundamental Files	60.5	57	55	61	62
	Priority	60	57	53	60.5	61
	Definition	60	57	53	60.5	61
	President	60	57	53	60.5	61
	Senator	60	57	53	60.5	61
	Innsbruck	60	57	53	60.5	61
	Transcend	60	57	53	60.5	61
Seating	Abbott	59.5	56.5	52	60	61
	Acapella	59.5	56.5	52	60	61
	Adagiato	59.5	56.5	52	60	61
	Alpine	59.5	56.5	52	60	61
	Arpeggio	59.5	56.5	52	60	61
	Beo	59.5	56.5	52	60	61
	Bloom	59.5	56.5	52	60	61
	Boyd	59.5	56.5	52	60	61
	Clairmont	59.5	56.5	52	60	61
	Collage	59.5	56.5	52	60	61
	Enjoy	59.5	56.5	52	60	61
	Event	59.5	56.5	52	60	61
	Flip	59.5	56.5	52	60	61



	Greer	59.5	56.5	52	60	61
	Helio	59.5	56.5	52	60	61
	Independence	59.5	56.5	52	60	61
	Itsa	59.5	56.5	52	60	61
	Joelle	59.5	56.5	52	60	61
	Joya	59.5	56.5	52	60	61
	Lusso	59.5	56.5	52	60	61
	Meadow	59.5	56.5	52	60	61
	Nash	59.5	56.5	52	60	61
	Nate & Natty	59.5	56.5	52	60	61
	Niles	59.5	56.5	52	60	61
	Pairings	59.5	56.5	52	60	61
	Pep	59.5	56.5	52	60	61
	Physician Exam Stool	59.5	56.5	52	60	61
	Poly	59.5	56.5	52	60	61
	Pose	59.5	56.5	52	60	61
	Shore	59.5	56.5	52	60	61
	Splendor	59.5	56.5	52	60	61
	Spruce	59.5	56.5	52	60	61
	Stature	59.5	56.5	52	60	61
	Sycamore	59.5	56.5	52	60	61
	Theo	59.5	56.5	52	60	61
	Tucker	59.5	56.5	52	60	61
	Villa	59.5	56.5	52	60	61
	Wilder	59.5	56.5	52	60	61
	Wish	59.5	56.5	52	60	61
Tables	Bloom	59.5	56.5	52	60	61
	Contemporary	60	57	53	60.5	61
	Dock	60	57	53	60.5	61
	fiXt	60	57	53	60.5	61
	Kore	60	57	53	60.5	61
	Overbed	60	57	53	60.5	61
	Pose	59.5	56.5	52	60	61
	Scenario	60	57	53	60.5	61
	Teem	60	57	53	60.5	61
	Villa	59.5	54	50	60	61
Accessories and Technology Support	Perks	60	57	53	60.5	61
	Jolt	60	57	53	60.5	61

Repair Parts non-warranty Net pricing						
Insert additional rows as needed						
<b>Other Required Services for UC Locations - to be offered by Dealer for additional cost when not included in Customer's chosen Discount package, listed above.</b>		<b>Hourly Rates</b>		<b>Comments</b>		
<b>Design Services</b>		\$66.30		NOTE: Design Services is offered hourly or as a percent% off discount (2% of List)		
<b>Project Management Services</b>		<b>\$73.44</b>				
<b>Asset Management (e.g. Dealer tracks ownership at campus level)</b>		n/a				
<b>Demolition (breakdown and removal or repacking of old stock)</b>		\$53.04				
<b>Other - Insert rows as needed</b>						
<b><u>Storage</u></b>		<b>Rate per Sq. Ft.</b>		<b>Comments</b>		
<b>Storage (for anything beyond the mandated 30 days)</b>		\$1.57				
<b><u>Labor/Installation</u> - Hourly installation rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard Labor rate (Standard used for Basic Installation and not to be less than UC Fair Wage-Fair Work rate paid to installers), while taking into consideration the labor activity required for the installation and the local labor regulations.</b>		<b>Hourly Rates</b>		<b>Comments</b>		
<b>Basic Installation Rate (utilizing Standard Labor)</b>		<b>\$53.04 - \$65</b>		\$53.04 Irvine, UCLA, Riverside, San Diego and Santa Barbara \$65 for UC Merced, Berkley, Santa Cruz, San Francisco, UC Davis		
<b>Services Associated with Discount off List</b>						

**Drop Ship Delivery has two options:**

- Manufacturer ships to any delivery, accessible campus location. This option contains the possibility of multiple delivery points.
- Manufacturer ships to one default location at the campus location. This option highlights the campus capability to receive shipments at a central delivery spot.

**Dealer Delivery/Basic Installation Services will include:**

- Product is unloaded off the truck and delivered to the point inside a building during normal business hours, M-F, 7:00am-4:30pm local time.
- Furniture wiped down, leveled, and place ready-to-use furniture per customer's instructions.
- Removal and disposal of any packing materials (removed from UC site/property).
- ADA compliance (required)
- Dealer management as it relates to final order-ready quote, exact delivery dates and times, placement/install of the furniture items, correction of any discrepancies between the final quote and customer purchase order, replacing any items short shipped and/or accepting the return of any over shipments and/or missed shipments, and submitting accurate invoice that matches the customer's purchase order.
- Processing of any necessary freight/damage claims.

**Dealer Delivery/Complex Installation Services (i.e., project pricing) will include:**

- All services described in above Basic Installation.
- Project Management, which are services in which many segments of a furniture project must be professionally coordinated and well-orchestrated through the punch list, proper oversight must be maintained, and milestones must be adhered to.
- Design Services, which are services and processes required to convert a customer's expressed needs into a functional design and an accurate, order-ready specification. Design Services are outlined below.

**Design Services**

Design Services are usually utilized for a Complex Installation project. These same design services are available when using Drop Ship Delivery or Basic Installation and are quoted as an additional hourly cost. Pricing for design services include, but are not limited to:

- Maximum of Two Designs
- Up to Two Major Design Revisions (changes > 30%)
- Fully-annotated 2D and 3D CAD renderings for initial design and all revisions
- Complete Installation Drawings
- Site Verification and Field Measurements prior to Furniture Order
- Verification of all Critical Measurements taken from Architectural Drawings
- Furniture Electrical Plans (Note: Client/Customer responsible for coordination and implementation of the building electrical/data per furniture plans.)
- Signed Furniture Plans required prior to Specification of Furniture
- Furniture Installation is ADA and California Building Code compliant

- All Finish and Product Samples as needed/as requested; Help and Consultation in the Selection
- Attendance at Required Meetings

**Installation Job Site Expectations**

- All necessary tools and equipment required to install per the drawing or quote
- Adequate facilities for the delivery, unloading, moving, and staging/storing of the product during the install process
- Reasonable access to the space; Access to hoisting and/or elevator service
- Job site to be free and clear of debris
- Containers for the disposal of packing materials off-site
- Service work not be hindered by other trades, product tools, equipment

**Exclusions, which are the customer's responsibility, are:**

- Any work requiring a licensed electrician including, but not limited to, hardwiring of furniture to the building source.
- Connection of phone and data lines to the building source

**Exclusion, which would incur additional labor and equipment cost, is:**

- Any furniture product that must be conveyed via alternative means, including stairs, forklift, access corridors, etc.

Installation labor for a Basic Install or a Complex Install are expected to be conducted during normal business hours, M-F, 7:00am-4:30pm local time, and confirmed by each UC location. Hourly labor rates are quoted using the appropriate hourly labor application, such as Union rate, Prevailing Wage rate, or your Standard labor rate (not to be less than UC Fair Wage-Fair Work rate (currently \$15.00 per hr. ), taking into consideration the labor activity required for the installation and the local labor regulations. The quoted hourly labor rates are required to be displayed in a detail breakdown on the quote, i.e., number of hours, number of crew, etc. and will include any overtime or "after hours" work, such as evenings, weekends, and holidays.

## EXHIBIT C - UC SUSTAINABILITY REQUIREMENTS

Below are excerpts and links related to recent revisions made to UC's Sustainable Practices Policy. They are provided for your convenience and are not meant to replace a full review of all materials. Links to the Policy and associated Guidelines are provided below for your review.

- UC SUSTAINABLE PRACTICES POLICY (Sustainable Procurement pg. 12–15 and 27–29):  
<https://policy.ucop.edu/doc/3100155/SustainablePractices>
- UC SUSTAINABLE PROCUREMENT GUIDELINES: <https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>

### UC Sustainable Practices Policy – Sustainable Procurement

#### E-COMMERCE REQUIREMENTS

Awarded suppliers will be required to clearly identify products with UC-recognized certifications, as defined by the Guidelines, in both hosted and punchout catalog e-procurement environments.

- 1) Contract items that meet the UC Green and UC Green Preferred criteria as outlined in the Guidelines will be prioritized in all product searches.
- 2) Unless locations request otherwise, products that do not meet the University's minimum criteria requirements will be blocked in all hosted catalogs and punchout catalogs upon contract award.

#### PACKAGING STANDARDS

UC Standards for packaging materials were listed within the RFP. Supplier must meet one of these goals and (if not mandatory), adhere and/or demonstrate movement toward the other packaging goals. Goals and advancement should be detailed during Business Reviews.

All packaging delivered to the UC must be compliant with the Toxics in Packaging Prevention Act (AB 455) as to be free of any intentionally introduced lead, cadmium, mercury or hexavalent chromium, and containing no incidental concentrations of these regulated metals greater than 100 parts per million (ppm) by weight. In addition, the University requires that all packaging meet at least one of the criteria listed below:

- a) Uses bulk packaging;
- b) Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
- c) Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
- d) Maximizes recycled content and/or meets or exceeds the minimum postconsumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
- e) Uses locally recyclable or certified compostable material.

#### PACKAGING FOAM BAN

By 2020, the University will prohibit the sale, procurement or distribution of packaging foam.

Packaging foam refers to any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: Ethylene-vinyl acetate (EVA) foam, Low-density polyethylene (LDPE) foam, Polychloroprene foam (Neoprene), Polypropylene (PP) foam, Polystyrene (PS) foam (including expanded polystyrene (EPS), extruded polystyrene foam (XPS) and polystyrene paper (PSP)), Polyurethane (PU) foams, Polyethylene foams, Polyvinyl chloride (PVC) foam, and Microcellular foam. Packaging foam does not include easily biodegradable, plant-based foams such as those derived from corn or mushrooms.

#### ELECTRONIC TRANSFER OF SUPPLIER INFORMATION

Awarded suppliers, when interacting with the University, shall be prohibited from providing hard copies of presentations or other materials. Suppliers will be required to present all information in electronic format that is easily transferable to University staff, who may choose to print their own copies in accordance with UC Policy if necessary. Materials may be provided if specifically required or requested by a UC representative.

#### ENVIRONMENTAL MARKETING CLAIMS

All sustainability-related purchasing claims must be supported with UC-recognized certifications and/or detailed information on proven benefits, durability, recycled content, and recyclability properties, in accordance with the Federal Trade Commission's (FTC) Green Guides for the use of environmental marketing claims (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-issues-revised-green-guides/greenguides.pdf>).

### UC Sustainable Procurement Guidelines

#### GENERAL CHEMICALS OF CONCERN CRITERIA FOR PRODUCTS AND PACKAGING

Products and packaging shall be free of hazardous additives, including those mixed into the product and those used as surface treatments, unless no feasible alternative exists, and it is determined that the benefit outweighs the risk. Products and packaging must meet all eleven of the Kaiser Permanente Chemicals of Concern Criteria (<http://supplier.kp.org/formsreqs/KPEPPStandards.pdf>), including, but not limited to:

- a) Cadmium, mercury, lead, hexavalent chromium, polybrominated biphenyls, and polybrominated diphenyl ethers - All homogenous electronic parts are compliant with all European Union Restriction of the Use of Certain Hazardous Substances (EU RoHS) Directive's restricted limits (excluding exemptions).
- b) Polyvinyl chloride (PVC)
- c) Prop 65 Chemicals - Does not contain intentionally added chemicals listed by the State of California to cause cancer, birth defects, or reproductive harm that require warning or are prohibited from release to the environment under the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65). If contains Prop 65 chemicals, supplier must disclose Chemical Abstracts Service (CAS) #'s.
- d) Persistent, bioaccumulative and toxic chemicals (PBTs) - All homogeneous materials must contain less than 1000 ppm of PBTs.
- e) Organohalogen-based chemicals (bromine, chlorine, fluorine, and iodine)
- f) Antimicrobial/antibacterial agents - Does not contain intentionally added antimicrobial/antibacterial agents to reduce surface pathogens.

#### FURNITURE SUSTAINABILITY STANDARDS

These standards are applicable to all new individual (e.g. task chair) and group seating; open-plan and private-office workstations; desks of all types, tables of all types; storage units, credenzas, bookshelves, filing cabinets and other case goods; integrated visual display products (e.g. marker boards and tack boards, excluding electronic display products); hospitality furniture; and miscellaneous items such as mobile carts, freestanding screens, and movable partitions. Movable partitions include office furniture system cubicle panels that are typically integrated with work surfaces, desks, and storage furniture.

These standards do not apply to office accessories, such as desktop blotters, trays, tape dispensers, waste baskets, all electrical items such as lighting and small appliances, and accessories such as aftermarket keyboard trays, monitor stands and monitor arms.

In addition, the following Required Sustainability Criteria apply to the finished product as assembled, unless otherwise specified. For example, compliance with the VOC Emission requirements applies to the finished product as assembled and thus, the applicable third-party certification must be for the finished product as assembled, not the individual components.

The Supplier will be expected to limit product finishes and textiles offerings to those that maintain compliance with these requirements. For example, University end-users should not receive information on surface materials or textiles that would conflict with these requirements or otherwise void a VOC Emission certificate (i.e. some surface materials are not included in a product's VOC certification).

#### Minimum Required Criteria:

1. All furniture must meet one of the following requirements (either (a) or (b)1-5):
  - a) Be certified under BIFMA criteria 7.4.4 – Targeted Chemical Elimination – of ANSI/BIFMA e-3 Furniture Sustainability Standard (2019 version).
  - b) Be free of the 5 classes of chemicals of concern described below:
    1. Flame Retardants: All furniture shall be free of flame retardant chemicals at levels above 1,000 parts per million in both standard and optional components, excluding electrical components.
      - a. All upholstered seating subject to TB 117-2013 shall be labeled as not containing flame retardant chemicals consistent with the manner described in Section 19094 of the California Business and Professions Code.
      - b. A product may contain flame retardants if required to meet code or regulation (e.g., TB 133 or ASTM E 1537), in accordance with the following criteria:
        - i. No halogenated flame retardant chemical may be used at levels above 1,000 parts per million by weight of the homogeneous material, excluding electrical components.
        - ii. Products that contain flame retardant chemicals that have been fully assessed using GreenScreen v1.2 (or newer) and meet the criteria for benchmark 2, 3, or 4 will be preferred.
    2. Formaldehyde and Volatile Organic Compounds (VOCs): All furniture shall comply with ANSI/BIFMA e3-2014 Furniture Sustainability Standard, Sections 7.6.1 and 7.6.2, using either the concentration modeling approach or the emissions factor approach.
      - a. Test results shall be modeled using the open plan, private office, or seating scenario in ANSI/BIFMA M7.1, as appropriate.
      - b. Furniture products that additionally meet ANSI/BIFMA e3-2014 Section 7.6.3 and/or California Department of Public Health Standard Method v1.1 (emission testing method for California Section 01350) are preferred.
      - c. Products with UL Environment GreenGuard Gold, or Scientific Certification Systems (SCS) Indoor Advantage Gold third party certifications for CA Standard Method v1.1 2010 are automatically compliant.
      - d. Salvaged and refurbished furniture more than one-year old at the time of re-use is considered compliant, provided it meets the requirements for any site-applied paints, coatings, adhesives, and sealants.
      - e. All composite wood materials, including hardwood plywood, particleboard, or medium density fiberboard, used in office, classroom, or healthcare furniture shall comply with Phase 2 of California's Code of Regulations, Title 17 §93120.2 – Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products. Compliance

documentation for this requirement may be satisfied by demonstrating applicable components meet the requirement (as opposed to finished product as assembled).

1. Per and Poly-Fluoroalkyl Substances (PFASs) used as stain/water/oil resistant treatments: All furniture shall be free of any long- and/or short-chain per- and poly-fluorinated alkyl compounds and fluorinated polymers used as stain, water, or oil resistant treatments above 100 ppm by weight of the homogenous material.
2. Antimicrobials: All furniture shall be free of any added or built-in chemical antimicrobials. Antimicrobials added to raw materials for the sole purpose of preserving the product are exempt, with the exception of triclosan and triclocarban which are explicitly prohibited. Antimicrobials may be used in a healthcare setting only if they are registered with the U.S. EPA under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), and are part of a comprehensive infection control plan.
3. Polyvinyl Chloride (PVC): All furniture shall be free of polyvinyl chloride (PVC) greater than 1% of product by weight, excluding electrical components. Electrical components that are free of PVC are preferred.
4. All fabrics/textiles utilized on a finished product under this Contract must be cleanable without dry-cleaning chemicals.

#### Preferred Criteria

Must meet all of the above Minimum Required Criteria, and have at least one of the following additional certifications or documentation:

- BIFMA Level (preference for Level 2 or 3)
- Cradle to Cradle (C2C) (preference for Silver or Gold)
- Meets the Healthier Hospitals Initiative (HHI) Safer Chemicals Challenge and has published product list on the Healthier Hospitals Healthy Interiors Goal website
- Forest Stewardship Council (for products containing wood)
- Textiles certified by one of the following recognized certifications:
  - GOTS
  - Standard 100 by Oeko-Tex
  - STeP by Oeko-Tex
  - Cradle to Cradle
  - NSF/ANSI 336-2011 (Facts)
- Complete Health Product Declaration (HPD)
- Complete Declare label

#### Documentation Requirements

Upon request, Supplier will be expected to provide applicable documentation confirming that products meet the University's Sustainability Standards for furniture. As applicable to the individual criteria, documentation will be in the form of third-party certificates, product test results, applicable forms, a formal letter of assurance from the manufacturer stating the product meets individual sustainability criteria, and/or other documentation as needed to meet green building certification documentation requirements (such as for LEED, WELL, Living Building Challenge, etc.). These requests may occur during evaluation of new products to be added to the University standard furniture catalog and/or as part of documentation requests required for LEED or WELL projects.

#### Definitions for this Exhibit

##### Antimicrobial chemicals:

Chemicals intended to disinfect, sanitize, reduce, or mitigate growth or development of microbiological organisms, or protect inanimate objects, industrial processes or systems, surfaces, water, or other chemical substances from contamination, fouling, or deterioration caused by bacteria, viruses, fungi, protozoa, algae, or slime.

##### Flame retardant chemicals:

Any chemical or chemical compound for which a functional use is to resist or inhibit the spread of fire. Flame retardant chemicals include, but are not limited to, halogenated, phosphorous-based, nitrogen-based, and nanoscale flame retardants, flame retardant chemicals listed as "designated chemicals" pursuant to Section 105440 of the Health and Safety Code, and any chemical or chemical compound for which "flame retardant" appears on the substance Safety Data Sheet (SDS) pursuant to Section 1910.1200(g) of Title 29 of the Code of Federal Regulations. "Added flame retardant chemicals" means flame retardant chemicals that are present in any covered product or component thereof at levels above 1,000 ppm.

##### Per- and poly-fluoroalkyl substances (PFASs) (often referred to as PFCs):

Category of compounds that includes long- and short-chain per- and poly-fluorinated alkyl compounds, fluorinated sulfonate compounds, and fluorinated polymers. PFASs include any compound that meets any one of the following definitions:

- Perfluoroalkyl substances: Compounds for which all hydrogen atoms on all carbon atoms (except for carbons associated with functional groups) have been replaced by fluorine atoms.



- Polyfluoroalkyl substances: Compounds for which hydrogen atoms on at least one, but not all, carbon atoms have been replaced by fluorine atoms.
- Fluoropolymers: Carbon-only polymer backbone with fluorine atoms directly bound to the polymer backbone.
- Perfluoropolyethers: Carbon and oxygen polymer backbone with fluorine atoms directly bound to carbon atoms.
- Side-chain fluorinated polymers: Variable composition non-fluorinated polymer backbone with fluorinated side chains.

Volatile Organic Compounds (VOCs):

VOCs are defined by the California Standard Method for Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers as carbon-containing compounds (excluding carbon monoxide, carbon dioxide, carbonic acid, metallic carbides and carbonates and ammonium carbonate) with vapor pressures at standard conditions approximately ranging between those for n-pentane through n-heptadecane. Formaldehyde and acetaldehyde are considered to be VOCs.

## **EXHIBIT D – UC Reporting Requirements**

### **UC System-wide Purchase and Usage Reporting**

A UC System Wide Usage/Purchase Quarterly Reports must be provided each quarter, within thirty (30) business days from the close of the previous quarter. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy.

Note: An exception is provided for ANR locations; such locations volume/rebates to be included in reporting for the 'hosting UC campus', providing procurement services for the ANR location.

These quarterly Usage Reports are to be submitted to the UC Contract Administrator based on the below schedule.

- January: for the prior Oct-Dec quarter
- April : for the prior Jan-Mar quarter
- July: for the prior Apr -June quarter
- Oct: for the prior July-Sept quarter

### **Sustainability Reporting**

Supplier shall submit quarterly usage reports in a Microsoft Excel compatible format to Contract Manager University of California Office of the President, Commodity Manager, Yvonne.Macon@ucop.edu, or University's Contract Administrator.

The usage report shall be submitted each quarter, within thirty (30) business days from the close of the previous quarter, mirroring the schedule above. Supplier agrees to collect the usage/ purchase data from Supplier's Authorized Representatives and verify the data accuracy. It shall contain the following information as separate columns:

- Order number or invoice number (unique identifier)
- Campus location and Purchase Order Number
- Order date or invoice date
- Customer number
- Ship To Address
- Product Category (systems furniture, conference, seating, lounge)
- Manufacturer Name
- Manufacturer Product Number
- Item Model Name
- Item Description
- Unit Price\*\*
- Extended Price (quantity x unit price)
- Total Weight (lbs.)
- Pre-Consumer Recycled Content per unit (%)
- Post-Consumer Recycled Content per unit (%)
- Hard Surface Material (e.g. laminate, veneer, etc.)
- Textile Certifications to the best of Supplier's ability – based on textiles used within the 'product units reported' per campus (components are not reported)
- IAQ Certification Name and Certification Level (e.g. SCS Indoor Advantage Gold)
- Cradle to Cradle Certified and Overall Certification Level (e.g. Bronze, Silver, Gold)
- ANSI/BIFMA level Certification and Certification Level (e.g. one, two, three)
- Meets Healthier Hospitals Safer Chemicals Challenge (Y/N)

\*\*Installation and delivery charges should not be included in the furniture unit price.

### **Reporting of Patronage/Incentives**

Supplier shall provide Incentives Reporting to the UCOP Contract Administrator, detailing amounts paid directly to UC Locations, of UC specific rebates of product sales or service to UC Locations, and the data which supports those payments.

Supplier agrees to provide a UC Sales, Incentives/Patronage, and Sustainability Purchase data report to the UCOP Strategic Sourcing Administrator.

<http://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting.html>

Assistance on completing the form: [strategicsourcingreports@ucop.edu](mailto:strategicsourcingreports@ucop.edu)

Deadlines for submission of the data report are as detailed above. Quarters reflect UC fiscal year, July-June.

## **EXHIBIT E – UC Ergonomic Requirements**

The term ‘minimum’ as used in this section is not a minimum mandatory requirement, or a ‘hard specification’, it is considered a target measurement or typical desired range, and therefore some variance will be considered and allowed.

### **A. Seating--**

#### Task Seating

##### Basic Features:

Chair seat swivels easily on a five-leg pedestal base with casters.

Casters are available for different floor surfaces such as carpet, hardwood, and linoleum -

Adjustment controls - easy to adjust from the sitting position and clearly marked to indicate function

No sharp or hard edges anywhere on the chair or controls

Weight capacity of chair is:

Minimum: At least 250 pounds

Preferred: At least 275 pounds

Five-year minimum warranty

Chair adjustment instructions provided to end user

##### Seat Features:

Seat height – adjustable at least 4.5 inches within the range of 15 – 22.5 inches from the floor to top of the seat

Seat depth

Minimum: If non-adjustable, seat should be no greater than 17” depth.

Preferred: Adjustable seat depth - provides up to 4 inches of forward/backward seat pan movement, range must include 17” seat depth.

Seat pan angle

Minimum: If seat angle does not adjust, seat is designed with a slight backward or forward angle.

Preferred: Seat angle range has at least 6 degrees of user-controlled adjustability, from leaning forwards to leaning backwards.

Seat pan width minimum of 18 inches/

Front edge of seat is rounded.

##### Backrest Features:

Backrest height - top of backrest is at least 17.7 inches above the seat (1, pg. 82).

Backrest height adjustability

Minimum: Entire Backrest and /or lumbar support adjustable within the range or 6 - 10.5 inches above the seat 1.

Preferred: Entire backrest and/or lumbar support adjustable from 6-10.5 inches above the seat.

Backrest width - at least 14 inches

Backrest shape

Minimum: Backrest is curved at the lower portion to support the lumbar area

Preferred: Backrest should curve outward towards seated user, especially at the lower portion to support the lumbar area (1, pg. 83).

Backrest angle

Minimum: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to slightly reclined position (105 degrees)

Preferred: Backrest angle is adjustable and tilt range includes upright position (90 degrees) to recline position (120 degrees). User-adjustable headrests are necessary for chair reclining greater than 120 degrees

Backrest angle lock -

Minimum: Backrest can move freely with user-adjustable resistance.

Preferred: Backrest can be locked into various positions.

##### Armrest Features:

Armrest height

Minimum: adjustable and within the range of 7-10.5 inches.

Preferred: adjustable from at least 7 to 10.5 inches above seat.

Armrest width

Minimum: At least 18 inches of clearance between armrests.

Preferred: At least 18 inches of clearance between armrests and arm-rests adjust in/outwards and pivot.

Armrest shape – smooth, flat, padded with no hard edges or materials.

Value-added Features: Required

Chairs are delivered to campus assembled.

Instructions for warranty and maintenance issues are provided.

Available in fabric and vinyl.

Samples available for Ergonomic Program review and demo rooms.

Speed of delivery/quick ship.

## **B. Work Surfaces**

Free Standing Height Adjustable Table

Basic Features

Height adjustability minimum from 22 to 48 inches. Prefer entire work surface is user height adjustable (electric or crank system) within the above range.

Width of top surface: Shall have a minimum of 48 inches of usable desk surface with a minimum of 41 inches unobstructed leg room underneath

Work surface Depth (with no obstructions for the legs): Shall be a minimum of 24 inches deep. 30 inches or more preferred

Thickness: No greater than 1.5 inches

Finish: Matte finish

Edges: Rounded front edges; no sharp corners, cut-outs, or edges

Stability: Shall be structurally rigid and stable. Shall support at least 200 pounds

Value-added Features: Required

Tables are delivered to campus assembled.

Instructions for warranty and maintenance issues are provided.

Samples available for Ergonomic Program review and demo rooms.

**EXHIBIT F – UC Dealer Network and Capabilities Summary****Kimball's Authorized Dealers for UC**

The below list of Dealers, is current as of the signing of this Agreement. Kimball Primary Dealers assigned to the UC, may be changed by mutual agreement or per UC request, per RFP requirements. In addition, Supplier reserves the right to add or delete a UC Primary Dealer, should it be required owing to a change in Supplier's business relationship with that Dealer, necessitating the change. In that event, should the UC request it, a new Dealer, with equal capabilities, shall be established within a similar or superior, proximity to the UC(s) as was the deleted Dealer. Any change of this nature (addition or deletion), over the lifetime of this Agreement, shall be made in writing, ninety (90) days in advance of addition and/or deletion of Dealer and shall not work to the detriment of any current projects, in process with any UC Locations.

<b>Dealer #1</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>CPM One Source</b> 601 West 5th St. #101 Los Angeles, CA 90071 Contact: Ted Afetian PH: 310-208-8880 E: ted@cpmonesource.com Diversity: SBA	UCLA UCLA Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
<b>Dealer #2</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>B+C</b> 1060 J St. San Diego, CA 92110 Contact: Carlos Arzola PH: 619-565-5371 E: Carlos@bcfurn.com Diversity: MBE	UC San Diego UCSD Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
<b>Dealer #3</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>Seats &amp; Stations</b> 1430 Blue Oaks Blvd #150 Roseville, CA 95747 Contact: Dennie Moreno PH: 916-786-8005 ext 112 E: dennie@seatsandstations.com Diversity: WBE	UC Davis UCD Medical		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.
<b>Dealer #4</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>Quality Office Furniture</b> 23825 Via Del Rio Yorba Linda, CA 92887	UC Irvine UCI Medical UC Riverside		Receive, Deliver, Installation, Reconfiguration,	Los Angeles, CA.

<b>Contact: Jason Sullivan</b> <b>PH: 714-692-6667</b> <b>E: jsullivan@qualityofficefurn.com</b> <b>Diversity: WBE</b>			Design, Project Management, Moving services	
<b>Dealer #5</b>	<b>Campuses covered</b>		<b>Services Offered</b>	<b>Manufacturer showroom location(s)</b>
<b>Systems Source, Inc.</b> <b>530 B Street, Ste. 110</b> <b>San Diego, CA 92101</b> <b>Contact: Rosemarie Smith</b> <b>PH: 619-822-2453</b> <b>E: rsmith@systemsource.com</b> <b>Diversity: WBENC</b>	UCSF, UCSF Medical UC Berkley, UC Santa Cruz, UC Merced, UC Santa Barbara		Receive, Deliver, Installation, Reconfiguration, Design, Project Management, Moving services	Los Angeles, CA.

## **EXHIBIT G – UC Additional Terms and Conditions**

### **1. Administrative Fees and Incentives**

In addition to OMNIA Partners administrative fees associated with manufacturer's sales under this contract; 1) Supplier shall provide a UC specific rebate of 2% of manufacture's product sales to UC; 2) Dealer shall pay 2% of 'Other Manufacturer's' product sales; 3) Dealer shall pay 2% of Dealer Services to UC; such amounts to be paid quarterly, directly to the UC locations, for the duration of any contract resulting from this RFP process. The amount of quarterly rebate provided to each UC location will be calculated based on the total of product and service billed and paid for each location. Note: Each UC location will have the right to modify proposal pricing for an individual campus, up to 2%, in the event a UC location decides not to implement a rebate program. Instructions for reporting and the Contacts for Payment of Incentives, can be found at

<https://www.ucop.edu/procurement-services/for-suppliers/supplier-reporting-files/patronage-and-incentives-contact-list.pdf>



## Instructions

*Respond to each question in the questionnaire sheets.*

### Note

Certain question types are not supported in Excel format (such types are highlighted in the template). Responses to these questions need to be provided on the application. Data provided through this file will overwrite any existing data on the application.

\* Indicates that the question is mandatory and must have a response.

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Company Profiles/General Capabilities
Questionnaire Description:	Company structure, qualifications, and capabilities

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Company Profile - Provide an introduction and general description of the company's background, nature of business activities, and years of experience in providing office furniture and product support.	-	Kimball is an Amercian Manufacturer based in Indiana. Kimball has several sales and manufacturing locations throughout the United States. We manufacture private office, seating, tables, storage, and panel systems using multiple materials such as wood, metal, laminate, glass, etc. Our Office Furniture division was started in 1970 manufacturing casegoods and storage items for the work place. Since then we have evolved into systems manufacturing, metal manufacturing, and added Healthcare and patient care furniture in 2014. We continue to expand our quality offering to provide choice in the work place, in the education space and the family and patient care spaces. We partner with over 300 distribution networks throughout the county, London, Mexico, and the Middle East. We believe that space should be functional and provide comfort and well being
-	2	Proposer's Staffing and Qualifications - Indicate the name and title of the person who will have the overall account management responsibility as specified in this RFP. Provide a brief resume of the account manager's background, training, experience and length of time with the company. Specifically discuss the individual's experience in managing a program of similar size and scope as described in this RFP.	-	Upon award of contract Kimball will hire a respected and knowledgeable account manager for the entire UC System. They will be based in California and be available to all campus locations. Our intent is to hire an account manager with 5 + years experience with office, education and healthcare environments. The account manager would have design and project management experience and have an overall understanding of furniture. We would work in partnership with UC to ensure you have input regarding the right candidate.
-	3	Employee Training - Describe employee hiring requirements and training policy for any staff who would serve the UC.	-	Kimball has QR&R's (Quality Roles & Responsibilities) for each postion within our organization. We conduct panel interviews and numerically rate the candidate on job knowledge, willingness to stretch and learn, culture fit, and ethics. Kimball provides onboarding with basic training around our mission, guiding principles, ethics, work place harrassment. We also provide technology training and website training. We continue the training with products, competitive knowledge, operations and planning awareness, sales processes, and finally mastering the complex project. Non sales roles are focused on the initial onboarding plan as outlined above and then designed for the specific role they will be performing. Once an employee is proficient in their role, we cross train to other job roles to provide opportunity for growth and ability to respond to the changing needs of the market. Kimball also provides an online self training tool for employees that want to continue their education in soft skills and other areas. Kimball is in the process of redesigning our Kimball University for all new employees and employees joining our company through acquisitions. The initial roll out will be sales and product focused.
-	4	Dealer Network - Utilizing Attachment 1 - Product Categories and Dealer Network, please detail your dealer network and the nature/strength of the business relationship (e.g. are they a Primary Dealer). After completion of both Tabs, you will be asked to upload the attachment here. Note: The UC prefers to manage the fewest number of Dealers as possible, while still providing the specified high quality services to the UC locations. In addition to completing the Attachment, please provide comment here, as to your choices/rationale. Similarly, the UC desires consistency in services and related pricing.	-	<i>Kimball maintains strong partnerships with dealers nationwide. While considering the importance of consistency and quality, we are utilizing 12 of our strongest dealer partners to service the UC account. These dealers are already familiar with the UC account as they are a part of the current UC Contract with Kimball. The majority of these dealers are Primary dealers to most UC campuses while the remaining are equally committed to our partnership with UC while being a secondary dealer on certain campuses. These dealer partners were strategically selected to sell, service, and install UC product offerings based on their proven service capabilities, expertise, and alignment with our unwavering principles around customer satisfaction.</i>
-	5	Sub-contracted work - Describe any plan to subcontract portion of the work described in this RFP (example: Dealer Services vs. MFG provides All Services, Direct Factory Shipping 3rd party to customer, etc.).	-	Kimball is a manufacturer and the majority of our service model is in support of our distribution channel. However, we welcome direct customer access to our customer service, our web site, our factories (tours). The services we provide our dealers is a dedicated customer service contact, training, dedicated account managers for major projects and accounts, forums for best practice sharing, and business leadership consultations. Our dealer provide on site and order project management, design/specification, warehouseing/stroage, asset management, change management services, installation, product maintenance, repair and reupholstery, warranty services, reconfiguration, and other services as needed. Kimball provides direct to dealer or direct to customer shipping services. Freight costs are included in our product price.
-	6	Subcontractors/Suppliers - Please detail your policies, and process as it relates to the selection of subcontractors, materials providers, and/or manufacturing partners. Please include any requirements around location/country, size and/or diverse nature of their business practices.	-	Kimball specifically looks for small businesses, diversity, and most importantly the entrepreneurial spirit. We often help start up dealerships with loans or grants to supplement their start up costs. We look for a business plan that includes executive summary, dealership summary, product and services plan, market analysis, sales and marketing strategy, management summary, short and long term financial plan. Our dealers sign a dealer agreement that outlines our expectations around services and performance as well our right to assist them to improve their performance if necessary or termination. We provide onboard training on products, history, culture, technology tools, specification, anti trust, clean market rules, etc. We
-	7	Required Categories - Manufacturer must demonstrate they can supply product (5 required categories and item types) listed in Attachment 1 - Product Categories and Dealer Network to this RFP. It is located in the Attachments Section of this RFP. After completing Attachment 1 (previously uploaded into question 4 - Dealer Network), use the space here to indicate your compliance/ability to provide Proposer's manufactured product in all 5 categories (Systems, Free Standing, Storage, Seating, Tables) which align to UC Sustainability & Ergonomic requirements.	-	Kimball offers a variety of furniture that fit into all 5 categories of products the UC requires plus many more as displayed in Attachment 1.
-	8	Manufacturing Locations - Please provide the location(s) of your manufacturing plants.	-	Kimball owns manufacturing facilities in Jasper, IN and Salem, IN. Some Kimball products are also manufactured in other facilities located in High Point, NC, Archdale, NC, Baltimore, MD and Red Lion, PA.

-	9	Emergencies - What systems does your company have in place to handle emergencies in an efficient and timely manner during business and non-business hours(please include non-delivery of product)?	-	The emergency resolution process starts with an email or phone call to your dealer account manager. Working with their internal customer service team, a mutually agreed upon resolution is put in place. When needed, the dealer's leadership team may be involved. Should the issue need further attention, your Kimball account manager and customer service representation, along with their leadership contacts, are brought in, depending on the nature of the problem. Kimball manufacturing personnel may also opt make a site visit for issue identification and resolution. We continually work together to ensure your trust in our products and services. Our dedicated Kimball account managers will answer incoming calls within 10 seconds, in addition to quick responses to emails and other forms of communication. Kimball Customer Service is available by phone or email from 7:30am – 6:00pm EST. All incoming calls are routed directly to the appropriate Account Manager supporting your region. This person has the autonomy to make decisions and effectively manage all details about your project. We recognize that most of our customer contact happens through our network of trusted dealer partners, so we work closely with them to ensure that they are meeting our customer's needs. Certain Kimball dealers may have after-hours on call assistance for emergency circumstances. Working closely together, our Sales, Customer Service, and dealer partner ensure that your everyday needs and any emergency situations are met with each interaction. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers.
-	10	UC Specific Implementation Plan -A Proposer is required to provide an implementation plan with their proposal, covering the items below. Proposer is requested to outline the plan as a narrative answer to this question. If needed, a supplier may provide an additional document within Supplier Attachments. This plan should align with the various facets of this RFP and should target an activation date of November 1, 2020. Any finalist will be asked to further detail this plan in a presentation to Evaluators, at the Phase II Mock-up Event. For the purposes of Phase I submittal, a proposer should more generally outline a plan and timeline for the UC, covering (minimally): o Catalog development w/ Price Discount List noting period of time needed (if any) to identify the lines that align UC Requirements (Sustainability and Ergonomics), on the Pricing Discount List o Ecommerce Integration o Campus Profile Development o Testing and Pilots o Campus Training o Marketing and Business Development	-	As a summary Kimball is able to provide the University of California a well thought out implementation plan. Part of that plan includes setting up an e-catalog in the form of a hosted catalog that is based on the standards offering of products with the ability to quote small and large projects. While utilizing an ecommerce team lead/project manager that's specific to the UC we will build this program and focus as well on the necessary training that will be needed for each campus. Each campus location will have their own campus profile that's unique to their needs. While we will use many employees to make our full plan successful( Account Managers, Finance, Training, etc.) we will rely on two key team members: Vikki Gibbs West Sales Director responsible for resources and ultimate success of our proposed service model. Rhonda Hammack, Director of Public Sector is also available as a resource and support for the UC team. Kimball will be marketing jointly with Omnia and with University of California to create a full market plan with announcements, campus events, meet and greets, and more to keep our partnership in sight on all campuses. Please see attached UC Specific Implementation Plan for full details.
-	11	Higher Ed Project References - Please detail 2 large projects, which were performed over the last 12 -18 months. This can include UC projects. Please provide basic project details; approximate size (\$), scope, style of furniture used, timeline, on-time delivery and install dates, and any problems to resolve, etc. . Please provide contact information (Name and Phone Number). An attachment is provided.	-	1. Laredo College, Mr. Cesar Vela, 956-722-0521 Yeary Library - \$800K, Narrate, Pairings, Villa, Dock training, Flip seating, Priority private offices, KORE tables, Wish task seating, Stature executive seating, Event seating, Joelle ottomans. Cigarroa Science Building - \$700K, Dock training, Flip seating, Priority Faculty Offices, Wish task seating, Joelle lounge, Villa lounge  2. Oklahoma State University, Dr. Ken Eastman, Dean, 405-744-5075 Spears School of Business- \$1M, Priority private offices and some seating
-	12	Company References - The Proposer should provide 3 non-University (i.e. UC) references that that clearly demonstrate the Proposer's proven capabilities in performing services of similar size and scope to those required by this RFP.	-	1. Charter Communications- Susie Glass, Sr. Director of Real Estate, 704-731-3133, susie.glass@charter.com 2. Uline- Tyler Igyarto, Building Services Coordinator, 262-612-4200, tigyarto@uline.com 3. Mercy Health- Kelly Dames, Manager of Facility Planning & Design, 513-952-4836, kdames@mercy.com
-	13	Ecommerce #1 - Capabilities 1- Are you currently eCommerce ready?	-	Yes .
-	14	Ecommerce #2 Current Capabilities- Noting this capability is a requirement of any awarded Supplier, within 18 months of contract signing, we ask you to describe the e-commerce capabilities that can be currently provided through you and/or your 'primary' dealers. Please specify your capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. If you are not currently e-Commerce ready, when do you plan to be? Please specify your planned capabilities in the following: (1) catalog type- hosted and/or punchout (2) PO Transmission method (3) Invoice transmission method. Please reference Guidelines/Prerequisites Section of this RFP for description of UC e-commerce preferred requirements.	-	1. Punchout is the catalog type utilized 2. The PO transmission method used is cXML 3. Invoicing will be made on the marketplaces (Jaggaer, Ariba, etc.) by flipping the orders.
-	15	Ecommerce #3 Capabilities - Please detail your or your dealer's Invoicing capabilities. Address electronic (cXML or EDI) or other paperless processes you support.	-	Kimball currently supports EDI and cXML invoicing options with our dealers.
-	16	E-Commerce #4 Platforms - Please specify which eCommerce platforms you have integrated with, e.g. Jaggaer, Ariba, Oracle?	-	Kimball's eCommerce platform has integrated with Jaggaer, Ariba, and PeopleSoft. They are equipped to integrate with potentially any platform that supports cXML
-	17	E-Commerce #5 Platform Responsibility- Is your eCommerce platform provided and maintained by you, your dealers or a 3rd party? If provided by your dealers, how many different platforms would we be integrating with?	-	The eCommerce platform Kimball uses is provided by a 3rd party called SnapTracker. Our dealers will familiarize themselves with the platform to be able to service the University with your e-procurement initiatives.

-	18	Ecommerce #6 Quote Retrieval Functionality: A Supplier is required to provide 'quote retrieval functionality' within 18 months of contract signing, defined as the ability for a customer to request quotes from a dealer and then retrieve them from their e-procurement site to auto-populate a UC PO. Does your platform currently support the ability for a customer to request a quote from a dealer that can then be retrieved, by the customer, through your punchout catalog to populate a Shopping Cart? Please describe your functionality.	-	The eCommerce platform Kimball uses has this capability. The dealer will upload a .sif file which is then turned into a quote for the University to pull onto the marketplace platform as a requisition.
-	19	Ecommerce #7 -Configurable Items- Does your platform support custom configuration of items (e.g. fabric choice), within the punchout shopping experience? Please describe how this is passed back to the eCommerce system and is it customizable for the customer's needs (change wording)	-	Yes, the platform currently used supports custom configuration of items. This is customizable based on the University's needs of what items you would like to purchase or may be standardized on.
-	20	Ecommerce # 8 Sustainability Flag- Does your platform provide the ability to flag given products, denoting particular qualifications (e.g. recycled content) within the shopping experience? Can the flags also be passed back to the eCommerce system's shopping cart? Please provide details regarding your capabilities.	-	Sustainability classifications that are tracked by Kimball can be included at a product level within our e-commerce platform. Kimball will work directly with the you to custom fit the e-commerce solution.
-	21	Invoice Detail - Are you, through your primary Dealers, currently capable of detailing charges for project management, design services, and installation (i.e. labor hr. and rates) on any invoices provided to UC? Please describe and provide an example within supplier Attachments, if possible. Can this detail be extracted/identified in your reporting?	-	When invoiced by Kimball, dealer services are by line item without detail (labor hours, rates, etc.). Sample copy is attached. Our dealers provide the service details on their quotes to the campuses and may also have the ability to add it to the invoices when the PO is made out to them. For Kimball invoiced orders, services are set up as "model number" so that it can be easily pulled in and identified on quarterly reports.
-	22	Payment Method - Please specify ALL of the payment methods you accept and state your preferred method. Payment methods are: Ghost/P-card, Virtual Card, ACH or Check. Additionally, have you specifically worked with Payment Plus (US Bank virtual card service) or PaymodeX (ACH service).	-	Kimball is able to accept the following payment methods: Ghost/P-Card, ACH, or check. ACH is the most commonly used.
-	23	NATIONAL PROGRAM Exhibit A – Response for National Cooperative Contract: This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A Questionnaire refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level to serve Participating Public Agencies through OMNIA Partners. A proposer must complete each question within the attached form.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	24	NATIONAL PROGRAM - Exhibit F - Federal Funds Certifications – The Federal Funds Certifications form benefits participating agencies seeking to use federal funds to purchase under the resulting Master Agreement. Proposers must read, complete form and submit.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	25	NATIONAL PROGRAM Exhibit G - New Jersey Business – Proposers intending to do business in the state of New Jersey must comply with the policies and procedures required under New Jersey Statues. Proposers must fill this out this form.		This question type is not supported on the Excel file. Suppliers must provide response on application.
-	26	NATIONAL PROPGRAM Breadth of Product - Utilizing input from Attachment 1, please state your TOTAL number of Furniture Categories offered and your TOTAL number of Product Items offered for a National Program (meeting Ergonomic Requirements but not required to meet UC Sustainability Requirements).	-	Kimball offers 560 items that fall into the appropriate product categories while 405 of those items meet the Ergonomic requirements.

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Program Pricing Responses
Questionnaire Description:	Attachment #2 - Pricing

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Attachment 2 Upload -Proposer is instructed to complete Tabs 1 through 3 of Attachment #2 - Pricing - Product and Service (provided in Attachments Section) and upload here . If needed, you may provide comment.	-	
-	2	Sample Project Quote - Proposer shall produce a quote for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the quote.	-	
-	3	Sample Project Invoice - Proposer shall produce an invoice for the Sample Project, as outlined in Attachment #2 - Pricing - Product and Service, Tab 4, per instructions and parameters provided and showing appropriate breakouts for labor, etc., as detailed within the RFP. Proposer should then supply narrative concerning the invoice.	-	

001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Sustainability
Questionnaire Description:	XXXXX

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	UC Policy Review - UC has recently issued a revision of their Sustainable Procurement Policy, which has goals & minimum standards related to the furniture commodity. This information is available to you on Exhibit 4 showing excerpts as well as links. Please indicate these were thoroughly reviewed by you, prior to answering questions.	-	Yes
-	2	Does you have publicly declared carbon, water, and waste reduction goals and does your company track and publicly report on meeting those goals? If so, describe the scope of each of these initiatives and describe your progress in meeting your goals, using quantitative details.	-	Kimball tracks and reports our greenhouse gas (GHG) emissions through the Carbon Disclosure Project. Our waste to landfill has resulted in a 39% year to date reduction due to our efforts and internal Corporate Recyling Center. Water usage is a primary key performance index in our resource management and Kimball has achieved year-over-year decreases for the last 9 years. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis.
-	3	Does your company offer, or are you planning to offer, carbon neutral products? If so, what is the scope and timeline for the offering and how is a carbon neutral product defined? (e.g. manufacturing only or manufacturing and supply-chain or other)	-	Many of the products we offer use wood as a major component. Materials such as MDF, particleboard, and soft plywood used in lounge and seating products are considered climate neutral materials. This fact has been determined by the Composite Panel Association (CPA) and the American Wood Council through the completion of industry LCA's and the development of industry Environmental Product Declaration (EPD). Industry EPDs for these materials indicate carbon sequestering in the wood content exceeds the amount of greenhouse gas emissions (GHG) associated with the boundary and scope of the assessments more than 2:1 times. Based upon the data found in the 3rd party verified studies, it can be determined these materials are deemed to be not only climate neutral, but climate positive.
-	4	Is your company a signatory to the UN Global Compact?	-	Kimball is not a signatory to the UN Global Compact. We adhere to or surpass all regulations, general industry standards, various furniture industry standards, along with any specifications we establish in support of programs we manage, or certifications we hold as Kimball. We are committed to not only meeting current environmental and social standards, but also setting new ones. Our employees, customers, and communities have shaped our culture, and we believe that together we can create a better world.
-	5	Are any of the furniture manufacturer's supply chain manufacturing factories/facilities SA8000-certified? If yes, list the quantity and percent of certified facilities within their supply chain.	-	Although Kimball is not SA8000 certified, we ensure human rights are valued and respected in our own manufacturing facilities, as well as our supply chain. Relative to labor and human rights, we have basic survey questions that are asked of our suppliers, and on site visits are conducted before we engage in formal business relationships with suppliers. They are also visited periodically and as needed.
-	6	Packaging - After reviewing policy and guidelines, please discuss any use of 'packaging foam,' as defined by the UC in Exhibit 4 of the RFP Event Summary document. Include details as to how your team will manage the product packaging/shipping materials during installation to ensure product packaging/shipping materials are not landfilled.	-	Kimball is replacing traditional synthetic materials wherever possible. We've eliminated almost all polystyrene packaging, replacing it with paper. These paper products are 100% recyclable.... After reviewing the "packaging foam" section in Exhibit 4, it was determined Kimball still occasionally uses polyethylene foam when packaging some seating products. Majority of the foam used is Instapak® which is a plant based formulation. Instapak® foam makes an immediate positive impact on both the environment and our customers' bottom lines through superior performance and reduction of material usage. Instapak® can be diverted from landfills via a worldwide foam return program.
-	7	Redeployment - Explain if you can provide (through primary dealers) any programs to assist with redeployment of existing product, including any storage or tracking for that purpose. Please begin by noting the items that can be provided free of charge and finish with any services for which there are charges associated.	-	Our primary dealers offer storage management and asset management software tracking devices for customers who want to redeploy assets with the organization or to other users who may be outside the organization. The scope of these projects is determined by customer objective and are quoted individually based on the scope provided. Typically the initial walkthrough is included at no charge. One of our primary dealers uses a SnapTracker, which is their web-based asset management solution that tracks and manages your assets from purchasing and deployment to refurbishing or disposal. They subcontract companies for warehousing/storage that can accommodate and hold any overhead product. For these services the University will be charged per square foot. These programs include resale, repurpose, and recycling of products with an added option of converting waste to clean energy.
-	8	End of life - Any Proposer awarded a contract as a result of this RFP, will be required to offer a version of an end-of-life take-back or re-use program to the UC, for a reasonable added cost. A supplier is requested to detail that program here and to state the cost or if it would be offered 'Free of Charge'. Examples would be programs promoting the reuse of old product (i.e. recycling, take-back program for restoration or resale, or a section within UC 'punch-out' (e-procurement integration with your website) for available product pieces, timeframe, and contact which can be posted by the UC). Describe how the system is designed to minimize waste to landfills at the end of its useful life. Give a specific example of how the system can be easily recycled. If the manufacturer has a product-take-back program provide program details as to how it works, costs, logistics, etc.	-	Upon award of a contract, Kimball will discuss and collaborate to create a custom plan for end of life product take-back programs for the needs of the University of California campuses. Kimball products can be disassembled without special tools, and materials separated and sent for recycling. Our 'Material Recovery Opportunities' document is available on our website (see attached document), which provides high-level summary information about solid waste management for furniture materials. This information was developed to aid in determining disposal options and recovery values for recycled materials. *upload material recovery opportunities from website as attachment*

-	9	Parts Sales - A proposer is required to offer/sell parts for your products to use in UC in-house repairs. Do you provide them on all lines or limited lines? Provide specific examples, including what can easily be replaced/repared on-site. How many years after production ends, do you continue to offer these? what is your standard mark-up on these parts and/or method of pricing? Do you encourage those purchases by providing a discount structure?	-	Kimball offers service parts for almost all of our products. A specific example of an item that is easily replaceable would be chair parts such as casters, arms, and arm pads. Kimball offers touch up paints and wood markers for items to be easily repaired and touched up in the field to cause minimal disruption as possible. If the service part does not exist or has been discontinued and the product is still within warranty, we will replace with a comparable unit. Service parts are typically not discounted.
-	10	LEED/BIFMA - In alignment with the UC's Green Building Policy, all new buildings are required to achieve a minimum of LEED Silver certification, with a goal of LEED Gold certification, including MRC4. Describe your company's experience working with project teams in providing LEED-related product compliance documentation, both for MR(v4) and EQ credits. The successful Proposer will be expected to be a partner in ensuring project furniture contributes to achieving applicable LEED MR v4 and EQ credit criteria, including the MR v4 Building Product Disclosure and Optimization credits. Who from your company will be the point of contact for these projects and what is their experience in supporting LEED v4 compliance and documentation requests? Does either point of contact have experience supporting WELL or other green building projects?	-	Kimball products meet Indoor Advantage program requirements and are third party certified by SCS Global Services (SCS) to the BIFMA Furniture Emissions Standards and LEED ® requirements. Our products can also contribute to LEED certification credits through Materials & Resources, Indoor Environmental Quality, and LEED Pilot Credits. The process to connect the University of California with our contact with LEED and WELL experience will be to contact the dedicated account manager, who will then contact our R&D team, who will help provide compliance and documentation requests.
-	11	Certifications/Other - Please detail all third party certifications or documentation (as listed on Exhibit 4) are available for each product line. Describe your company's capability to provide material ingredient disclosure documentation (MID or HPD) and Environmental Product Declarations (EPDs) for up to 5 high-volume furniture products for the listed in UC Program Pricing/Product Cost Matrix.	-	Almost all products proposed meet Healthier Hospitals Initiative Safer Chemicals Challenge and are SCS Indoor Advantage Gold certified. Most Kimball products are BIFMA Level 2 or 3 certified with a few exceptions. Within a mutually agreed upon timeframe, Kimball will provide a summary report containing all known chemicals intentionally added and reported on available Safety Data Sheets (SDS) for each material contained in the finished product(s) that are available to the Customer. The summary report will address all substrates and surface treatments exclusive of fabrics and textiles which are controlled by the Customer selection process and beyond the authoritative controls of the Supplier. Due to intellectual property and proprietary nature of some materials' chemistry, the summary shall not list the percentage of chemical contained in a specific material.
-	12	Chemicals of Concern - As specified in Exhibit 4, the University has specific Sustainability requirements for furniture. Describe how you plan to ensure that products sold under the resulting price agreement will comply with these and other mandatory criteria contained in Exhibit 4. Describe how your company verifies products are free of added flame retardant chemicals (except electrical components). Include any references to internal or third-party testing, supplier disclosure protocols, etc. As part of your answer, address how you will direct end-users to core material, textile, and surface options that comply with the Sustainability requirements.	-	Since almost all Kimball products proposed meet the minimum requirements, it will be easy for the University of California to source products from us that are sustainable. We will make certain our dealer partners are knowledgeable and understand the requirements as well. When conducting chemical evaluations, we use our knowledge of business operations and chemicals used. Authoritative lists are reviewed, such as HHI and Prop65, to determine whether products are likely to expose individuals to any listed chemicals. This is done by reviewing product information such as bill of materials, gathering Safety Data Sheets to determine the quantity of the chemical in the material, and reviewing supplier provided formulations and declarations, using protocols (such as Pharos, GreenScreen, etc.) to identify hazards and alternatives. Kimball's plan to direct the end user to options that comply with the sustainability requirements is to send the customer to the SCS website or BIFMA Level website so they can see all products listed on the third party's program website. If there are any restrictions, it will be noted on the certificate.
-	13	FSC Certified wood - It is the preference of the University that all wood-based products, substrates, and veneers not contain any arsenic-treated wood, tropical hardwood or virgin redwood. It is also preferred that seating with wood-based components including composite wood products in the furniture product, including plywood and engineered wood/medium-density fiberboard (MDF) contain only Forest Stewardship Council (FSC) certified wood. REQUEST: 1) Please indicate the percentage of items listed on Attachment #1 that are available with FSC certified wood components or finishes (as applicable); 2) Please indicate if any items proposed on Attachment #2, Tab 3 and Tab 4 that do not meet this preferred specification; 3) Indicate whether the FSC certified wood is standard or is available as an option. If optional, indicate a price premium over the standard.	-	Kimball aligns to the principles of the FSC standard Controlled Wood Standard. We have completed risk assessments addressing criteria such as; Illegally harvested wood, wood harvested in violation of traditional and civil rights, wood harvested in forests where High Conservation Values are threatened by management activities, Wood harvested from natural forests that were converted to non-forest uses, wood from genetically modified trees.
-	14	Provide information on any other sustainability innovations applicable to your proposal you think the University should know about.	-	To improve environmental performance, Kimball incorporates environmental thinking into the entire life cycle of our products. Our aim is to minimize harmful environmental aspects without forfeiting the quality or aesthetic of our products. Kimball products are fabricated from wood, glass, metal, and aluminum. Many of our materials have high recycled contents up to 90%. We are committed to using low-emission adhesives, paints and wood finishes. We use water-based adhesives where possible and powder-coat paints on metals. Our environmental program involves the commitment to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment. All Kimball International manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment. We continually monitor our standards and are always looking to improve and elevate environmental initiatives on a yearly basis. Kimball has published an annual Corporate Sustainability Report for the past 10 years, which is publicly available on our website (see attached document for most recent CSR). We also report our Greenhouse Gas GHG emissions through the Carbon Disclosure Project CDP. Various Kimball manufacturing facilities use a wood reclamation system. Wood waste is used to provide steam for heating the building and various manufacturing processes. When purchasing new equipment, energy consumption and waste recycling is a large factor for consideration, along with energy efficient features, such as soft-start and variable speed motors. Kimball's continued commitment to sustainability includes participating in Kimball International's onsite corporate recycling center which recycles 62 different items in more than 15 categories. Products recycled include steel, aluminum, glass, oil, fabric, toner cartridges, plastics, wood, cardboard and electronic equipment, and other materials.



## 001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Pricing Terms and Product
Questionnaire Description:	Breadth of product, warranty, and discounts

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	UC Breadth of Product -UC Minimum and Preferred - After reviewing policy and guidelines on RFP Exhibit 4, please populate Attachment 1 - Product Categories and Dealer Services, to detail which categories of furniture you can supply, which meet the Minimum and Preferred Sustainability Requirements and in alignment with Ergonomic standards. NOTE: This attachment has 2 Tabs and was uploaded in previously in Section 2, Q:4 . For the purposes of this question, please state here your number of products (within the 5 required categories) meeting 'Minimum' and number meeting 'Preferred' levels; both to comply UC Ergonomic Standards. If desired, you may also state (seperately) the number of products wihtin other categories meeting those requirements, where applicable.	-	Kimball has 376 product categories meeting minimum and preferred levels of Ergonomic Standards. Kimball has 405 items total including items that fall into the other categories listed.
-	2	Volume Discount – For discounting purposes, how do you define a project? Is the UC able to combine large, planned purchases by different projects/PMs, but happening on the same campus, during the same/similar time period?	-	typically projects are defined as quoting furniture for a specific customer for a specific location over a certain amount of time. Kimball is willing to negotiate combining large, planned purchases for the same campus happening during the same time period.
-	3	Warranty –A minimum warranty of ten (10) years will apply to “Seating”, with a minimum of five (5) years applicable to all 'other' product. Upholstery is an exception and shall be warrantied for at least three (3) years. Please detail your warranty program and the percentage of your products which are warrantied for longer than the requirement (e.g. % of seating exceeding 10 years and % of all 'other' product, exceeding or ten (10) years).	-	Kimball stands behind the craftsmanship of our products. When brought to our attention, we will address warranty issues quickly and effectively. Kimball warrants that its products are free from defects in materials and workmanship given normal use and care for a lifetime of single-shift service. 96% of Kimball's seating line exceeds a 10 year warranty with a limited lifetime warrantv. Peo and Poly seating lines carry a 10 year
-	4	Savings - In addition to unit pricing improvements and more aggressive discounts to the UC, discuss other ways in which your firm can help the UC reduce hard dollar costs.	-	The Kimball sales team will work closely with our dealer partner and the University of California to ensure we are offing the best product solution that are efficient and effective as well as keeps product costs at the forefront. Kimball has a wide array of product offerings allowing us to offer multiple solutions at various price points.  Kimball's internal Product Application Specialists work in conjunction with our dealer partners to provide additional value engineering and specification opportunities to drive an increase in savings.  Another way we try to increase savings is by creating a clear installation plan that will help us cut costs and labor. Our goal is to ship products in the order we need to install them while best utilizing each installer to complete the project in the shortest time period possible. With this process we are limiting downtime and disruption. The clear description and specification of work to be completed will allow for a properly implemented installation process.
-	5	Open and Collaborative Spaces - Some departments at various campuses, have utilized open (or smaller) workspaces and/or collaborative spaces. If applicable to your business please comment on that trend, along with your developments in that area and any proposed solutions to the challenges created, such as noise abatement.	-	Kimball has recognized the need to design our products to compliment the latest student-centered design trends in higher education and work spaces. We have seen the integration of technology and the advent of anytime-anyplace learning, and have adapted our offerings to match. Kimball has realized that learning styles have become active, experiential and inquiry-based while teaching styles have become

## 001218-May2019 - RFP - Office Furniture - UC Systemwide - JULY182019

Questionnaire Name: *	Services
Questionnaire Description:	Supplier Service Details

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	RESPONSE OPTIONS	RESPONSE TO QUESTION
-	1	Training - Understanding that Training is required "Fee of Charge", Please detail your approach to training for an organization such as ours.	-	Our approach would include an initial assessment and planning meeting which would encompass types of training needed, preferred, developing the why, whom, how and when necessary, by when. Our training ranges from furniture process technology, product, process, soft skills, ergonomic, and continuing education units for the architects and designers. Our delivery methods include formal classroom, webinars, on-line recorded sessions, on-line videos, on line literature, assembly instructions and more. We have can provide training through our account manager, dealer team, and corporate team as needed. IF special requirements are identified and special training resources are needed, Kimball and our dealer partners will work on a plan of delivery at no or low cost to the University. The university always has the option to visit the manufacturing locations and headquarters for additional in depth training.
-	2	Services Offered -Please detail here, the services (i.e. Space Planning & Design Services, Project Management, Installation Services, other) you can offer through Primary Dealers who would serve the UC (further detail on what was listed briefly in Attachment 1 - Product Categories and Dealers).	-	<p>Space planning &amp; Design services – Dealers have a full design staff and can provide space planning and furniture specification. This team would also assist with the reconfiguration services provided, creating new layouts, providing parts list of additional parts needed, etc.</p> <p>Project Management – Dealers have a full project management team who can help with managing project timelines, construction coordination, relocation timeline, etc.</p> <p>Installation Services – Most dealers have their own warehouse space to receive, store, and then send out for installation.</p> <p>Moving / Storage – Most dealers have their own in-house moving staff to take items and move them across the room or across the city. Some have warehousing for storage accounts with climate control and security.</p>
-	3	Services included FOC: Please detail the services provided by your company and/or through your Primary Dealers, which are 'free of charge' (e.g. seating samples at no cost for customer evaluation).	-	<p>Initial walk through</p> <p>Quotes for services excluding furniture</p> <p>Seating samples</p>
-	4	<p>Install/Prevailing Wage - Please describe your company's process for the application of prevailing wage to installation services. Please detail your company guidelines and assistance provided to customers such as the UC (Public entities/customers). Please include:</p> <ul style="list-style-type: none"> <li>• Company DIR annual registration/CSLB D34 Contractor license and DIR Payroll entries</li> <li>• Communications with your customer/method of determination, as to when and where to apply PW</li> <li>• Practices that eliminate risk and provide transparency of all related charges on invoices</li> <li>• Any documented standard practices that can both, remove risk and limit the misapplication of PW labor charges for non-PW deliveries</li> </ul>	-	<p>Prevailing wage will be paid by Master, Lead, and installer wages listed on the DIR by location. Kimball dealers are required to register and maintain active DIR registrations. Any installation subcontractors are also responsible for registering and maintaining active DIR registrations. All jobs before quote will be clarified if Prevailing Wage applies based on University of California guidelines – Each job is quoted individually.</p>
-	5	Returns - Please describe the returns policy and procedures of primary Dealers relative to Restocking or Shipping Charges, as well as, any needed returns owing to an error made by the mfg. or dealer.	-	<p>most of our products are made-to-order, not stocked items to be returned. however, we do have a process for some items that are available from stock. Customer Service will work through this process with the dealer to ensure that the product is in its original cartoning without damage, and there may be costs involved with return freight, handling and/or restocking fee. Each of these scenarios is reviewed on a case-by-case basis, although</p>

-	6	Customer Service - Please describe customer service-satisfaction protocol or standards and any metrics to measure performance.	-	Our ultimate goal is Customer Satisfaction, which encompasses a variety of inputs. We monitor call volumes, turnaround times, and general activity levels. Our most critical measures are at the Operations level, to include on time shipment and Quality performance. We also recognize that most of our customer contact happens through our dealer partner, so we work closely with them to ensure that they are meeting our customers' needs. Our goal is to resolve issues within 24 hours. Many questions or issues can be resolved immediately, while others may take more time while we research or engage with our Product or Quality Managers. All incoming calls are routed directly to the appropriate Account Manager supporting the University. This person has the autonomy to make decisions and effectively manage all details about your projects.
-	7	Sample Furniture/Ergo Lab - Will you provide delivery of demonstration items to potential end users or provide samples to ergonomics programs for evaluation and use in Ergo Labs or seating samples at no cost for customer evaluation? Is this free of charge? Please detail.	-	Yes, within reason, Kimball will provide ergonomic solutions for evaluation and education free of charge. We work with each campus or with the UC system as a whole to develop a yearly budget for testing and education.
-	8	Ergo Collaboration - Will you collaborate with UC ergonomist to 1) consult on strategic initiatives 2) provide mechanism to collect product feedback and recommendations for potential applications to future product development and modification 3) provide task seating analysis and ergonomic recommendations. Is this free of charge. Please detail.	-	Yes, Kimball and our dealers have the capability to consult on strategic initiatives, partner with the latest technology and smart tools to collect data, feedback and or observation to make product recommendations. We often involve our customers in new product development and have the capability to design and produce custom unique customer specific solutions. Often we have been able to use feedback and user ideas.
-	9	Ergonomic Considerations: UC has issued system-wide criteria for certain product categories which have minimum, preferred, and value added standards. (see RFP Exhibit 5) Describe how you or your primary dealers will engage with the ergonomics programs at each UC location.	-	It is never too early to involve the ergonomist in your new projects. Preventive ergonomics includes involvement with design projects and providing advice to departments on how to create safe work environments for their employees. Kimball and our dealers want to ensure that UCSF work environments are created to support environmental stewardship, employee safety, health, productivity and efficient movement—often within limited and shared spaces. Kimball has reviewed UC's ergonomic furniture suppliers. We have worked with all four on previous projects and do not anticipate any issues with the UC contract. We often work with other manufacturers and their dealers to provide a seamless solution to our customers.
-	10	Quick Ship: Describe your company's ability to address "quick ship" customer delivery. Please include what you consider to be "Quick Ship" is defined as delivery to the customer of a broad array of products (e.g. within ten (10) business days or 1-2 weeks following issuance of a purchase order) Can you meet a 2, 5, 10 day lead times and for which products?	-	Kimball provides value-add to growing organizations by offering our Kwik Office quick-ship program to facilitate your rapid turnaround needs. Our expedited program offering is about getting you up and running and down to business fast, all with the solution set you need. Kwik Office Seating products are available to ship within five business days upon receipt of a credit-approved order. Kwik Office Caseloads, Systems, Tables, and Metal Filing products are available to ship within ten business days upon receipt of a credit approved order. Order Size: The Kwik Office program has a limited weekly volume capacity, with orders being entered on a first come, first served basis at no additional charge. Caseloads, Systems, & Metal Filing orders, individually, may not exceed \$100,000 list. Consult your Customer Service Team for any seating order with more than 20 of a specific model. Production schedules will be verified to ensure shipment within the noted time period.
-	11	Describe how as a dealer your company Field verifies critical dimensions/site conditions to be considered during systems specification process using DESIGNERS (not sales reps)?	-	Our design staff reports to the job site, checks all measurements, and bases furniture layouts on actual space dimensions and power/data locations.
-	12	State how you will provide order management including acknowledgement review/verification, change-order management, order expediting and scheduling.	-	Our goal is to deliver a remarkable customer experience that starts with the first point of contact and continues beyond the final stages of each project installation. The Kimball team works closely with our dealer partner and extensive technology tools to ensure order accuracy, complete project scheduling, order shipments. Each order is submitted via EDI to reduce errors, then reviewed by Kimball and the Dealer. Changes can be made within the first three days after order submittal via a request between the Account manager at the dealership and Kimball. The Kimball Account Manager and dealer work through a delivery schedule to ensure each order and project is completed successfully and on time. The UC account will have a dedicated Kimball Account Manager and dealer contact, with autonomy to make decisions and effectively manage everything related to your project. Please see attached Kimball Office Project Flow for more details on the quote, order, and changes processes.
-	13	State how you will coordinate with all appropriate trades to ensure proper interface between building systems and any power or cabling to be distributed by furniture.	-	We will work with UC's ITS dept and facilities group about power/data requirements and determine timelines, etc.
-	14	Describe ability to schedule and meet furniture deliveries at job site.	-	Our dealer project managers work closely with our manufacturing based account manager to schedule and align production of our customer's orders with delivery/installation dates. We are communicating daily on status and problem solving where necessary. Kimball has a 98% on time shipment and delivery.
-	15	Describe ability to inspect and confirm quantities (as per manifest) and condition of product as it arrives.	-	Our full warehouse staff checks every piece in a shipment into the warehouse. Then, the installers check everything back out when go to installation. The design team checks everything to ensure all parts have been received and tracks down anything that's missing.

-	16	Describe ability to prepare proper forms and provide required documentation for damaged goods or missing product.	-	we have standard punchlist forms and walkthrough procedures with the end users at project completion. Each project manager will provide a spread sheet or word document with the items on the punch list, action necessary, and dates to be completed. The PM will review with the customer. If product is damaged during transit, the responsibility is worked with the manufacturer's partner to develop the product or replacement (if necessary)
-	17	Campus Standards - Do you have the capability to work with campuses to develop furniture typicals, custom and product catalogs? Such typicals and products selected may serve as University standards.	-	to develop customer specific standards through solution ideation, typical development, reasonable options, customer specific IPDF files to be user friendly and communicate visually the look and feel. We revisit the standards yearly for relevance and updates
-	18	Describe your internal management system and protocols for processing orders from point of customer contact (i.e. concept/design) through delivery and billing. How long does it take your firm to provide final drawings and pricing?	-	Standard turn around time for drawings and quote is 1-2 weeks, varying based on project size, scope of work, and work load at the time. Our design team has a full procedure list starting from first contact to initial meeting to field verification, furniture layouts and order placement.
-	19	Repair and related Services- Do you offer regular, onsite repair services (non-warranty)? Do you offer cleaning or upholstery services that can be done on-site?	-	We can provide all of these services at a billable rate.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1**

**Requirement**

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Office Furniture and Related Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Suppliers are required to pay an administrative fee of three percent (3%) of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

**1.3 Estimated Volume**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$200 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**2.1 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.2 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, **when informed by a Participating Agency that they are a OMNIA Partners member**, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

Kimball proposes the above additional language in Section 2.1 "Corporate Commitment" in red.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.3 Pricing Commitment**

~~Supplier commits the not to exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.~~

Kimball proposes to delete the language in Section 2.2 “Pricing Commitment”.

Commitment of Exhibit A, Section 2.2. In lieu of such pricing commitment, Kimball commits as follows: Supplier (Kimball) agrees that, considering a Representative Total Usage, the pricing offered under the Master Agreement is lower than the overall available pricing for any public sector national or multistate cooperative or group purchasing agreement, excluding GSA, federal government, and healthcare group purchasing organization sales (“Public Agency Cooperative”), that enters into a separate written agreement directly with Supplier comparable contract, as further provided herein. A Comparable Contract is a written agreement entered into after the Effective date of the Master Agreement that contains similar terms and conditions, concerns a Public Agency Cooperative with the same approximate spending pattern and product mix, and provides for similar delivery and payment conditions. “Representative Total Usage” shall mean the total purchase for a consecutive six (6) month period (inclusive of any fees, rebates, and other charges and discounts and exclusive of any restricted items) of the top ten (10) OMNIA Partners customers utilizing Supplier as their primary vendor for the products and services offered under the Master Agreement, as determined by Supplier. If, during the term of this Master Agreement, OMNIA Partners becomes aware that its pricing may be higher than a Comparable Contract, as set forth above, OMNIA Partners may request an aggregate price comparison analysis of this Master Agreement (using the Representative Total Usage) against the Comparable Contract. If such aggregate price comparison analysis indicates that the Comparable Contract pricing is more favorable, upon the request of OMNIA Partners, Supplier will agree to renegotiate in good faith the pricing terms of this Master Agreement.

Kimball Office Inc. requests the proposed language in Section 2.2 “Pricing Commitment” in red.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.1 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**3.2 Company**

A. Brief history and description of Supplier.

Kimball's passion for craftsmanship has grown into a love for helping you work your way.

Kimball is a business unit of Kimball International Inc. Kimball offers a variety of furniture and furnishings for the commercial, government, healthcare, and education markets including award-winning desks, storage, tables, seating, systems, accessories and filing products.

While trends may come and go, we have a longstanding history of being able to evolve. To embrace what's new and take it to the next level. To apply modern craft to problem-solving designs in a way that supports the way people want to work. And while what we make and how we make it will continue to advance, our purpose remains constant — to craft what's next so everyone can perform at their best.

The workplace isn't the space it was when we started in 1949. Our core values, quest for quality and heritage in craftsmanship are still at the heart of our business, but our definition of craftsmanship has evolved over time.

Our ultimate goal is to provide relevant solutions that carry workplaces into the future. Together, with our partners, we will continue to anticipate changes in how people work and design solutions for a successful workplace.

From our origins as a piano and television cabinet makers to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Kimball®



**We're able to redefine spaces that allow you to work your way.**

Our ability to adapt has taught us one valuable lesson – no one has all the answers. That's why we keep good company, partnering with prominent designers and industry thought leaders who collectively know where the future of work is heading. We actively listen to our people, our customers, and our brilliant partners – inviting collaborative discussions that challenge what's familiar and inspire fresh ideas. We're always considering new possibilities, sharing ideas, and bringing people, technology, space and work process into harmony. By empowering everyone along the way, we're able to recognize and address unmet needs.



**Graham Design**



**pL-D**



**o+a**



B. Total number and location of sales persons employed by Supplier.

Kimball has roughly 1,200 permanent employees, with 75 sales representatives. The average tenure for an individual Kimball team member is over 13 years, and many of our customers and suppliers have been with us for 40 or more years.

Group	Name	City	State	Email Address
VP Sales	Lisa Carter	Washington	DC	<a href="mailto:Lisa.Carter@kimball.com">Lisa.Carter@kimball.com</a>
Dir of Sales South	Holly Fortune	Dallas	TX	<a href="mailto:Holly.Fortune@kimball.com">Holly.Fortune@kimball.com</a>
Dir of Sales West	Vikki Gibbs	Centennial	CO	<a href="mailto:Vikki.Gibbs@kimball.com">Vikki.Gibbs@kimball.com</a>
Dir of Sales Midwest	Joe Roberts	Fishers	IN	<a href="mailto:Joe.Roberts@kimball.com">Joe.Roberts@kimball.com</a>
Dir, Public Sector Sales	Rhonda Hammack	Washington	DC	<a href="mailto:Rhonda.Hammack@kimball.com">Rhonda.Hammack@kimball.com</a>
Dir, Healthcare Sales, Innovation & Design	Aneetha McLellan	Omaha	NE	<a href="mailto:Aneetha.McLellan@kimball.com">Aneetha.McLellan@kimball.com</a>
Region Manager	Christine Wallace	Washington	DC	<a href="mailto:christine.wallace@kimball.com">christine.wallace@kimball.com</a>
Region Manager	Dianne Brindisi	Boston	MA	<a href="mailto:Dianne.Brindisi@kimball.com">Dianne.Brindisi@kimball.com</a>
Region Manager	Holly Hughes	Atlanta	GA	<a href="mailto:Holly.Hughes@kimball.com">Holly.Hughes@kimball.com</a>
Market Sales Mgr.	Amy Aeber	Charlotte	NC	<a href="mailto:Amy.Aeber@kimball.com">Amy.Aeber@kimball.com</a>
Market Sales Mgr.	Amy Warren	Boston	MA	<a href="mailto:Amy.Warren@kimball.com">Amy.Warren@kimball.com</a>
Market Sales Mgr.	Andrew Gillum	Dallas	TX	<a href="mailto:Andrew.Gillum@kimball.com">Andrew.Gillum@kimball.com</a>
Market Sales Mgr.	Angela Boggs	Tampa	FL	<a href="mailto:Angela.Boggs@kimball.com">Angela.Boggs@kimball.com</a>
Market Sales Mgr.	Brad Trumbo	Seattle	WA	<a href="mailto:Brad.Trumbo@kimball.com">Brad.Trumbo@kimball.com</a>
Market Sales Mgr.	Brian Schuermann	Cincinnati	OH	<a href="mailto:Brian.Schuermann@kimball.com">Brian.Schuermann@kimball.com</a>
Market Sales Mgr.	Bud Miller	Vestavia Hills	AL	<a href="mailto:Bud.Miller@kimball.com">Bud.Miller@kimball.com</a>
Market Sales Mgr.	Carrie Daniel	Fishers	IN	<a href="mailto:Carrie.Daniel@kimball.com">Carrie.Daniel@kimball.com</a>
Market Sales Mgr.	Chris Parker	Leawood	KS	<a href="mailto:Chris.Parker@kimball.com">Chris.Parker@kimball.com</a>
Market Sales Mgr.	Dan Barry	Malvern	PA	<a href="mailto:Dan.Barry@kimball.com">Dan.Barry@kimball.com</a>
Market Sales Mgr.	Daniel Luntz	New York	NY	<a href="mailto:Daniel.Luntz@kimball.com">Daniel.Luntz@kimball.com</a>
Market Sales Mgr.	Elizabeth Irizarry	North Miami Beach	FL	<a href="mailto:Elizabeth.Irizarry@kimball.com">Elizabeth.Irizarry@kimball.com</a>
Market Sales Mgr.	Erick Paul	San Francisco	CA	<a href="mailto:erick.paul@kimball.com">erick.paul@kimball.com</a>
Market Sales Mgr.	Gerhard Stadel	Los Angeles	CA	<a href="mailto:Gerhard.Stadel@kimball.com">Gerhard.Stadel@kimball.com</a>
Market Sales Mgr.	Heather Rowan	Exeter	NH	<a href="mailto:Heather.Rowan@kimball.com">Heather.Rowan@kimball.com</a>
Market Sales Mgr.	Janice Schroedel	Pewaukee	WI	<a href="mailto:Janice.Schroedel@kimball.com">Janice.Schroedel@kimball.com</a>
Market Sales Mgr.	Jeannine McGuill	Leander	TX	<a href="mailto:Jeannine.McGuill@kimball.com">Jeannine.McGuill@kimball.com</a>
Market Sales Mgr.	Jennifer Bays	Franklin	TN	<a href="mailto:Jennifer.Bays@kimball.com">Jennifer.Bays@kimball.com</a>
Market Sales Mgr.	Jeremy Thole	Dallas	TX	<a href="mailto:Jeremy.Thole@kimball.com">Jeremy.Thole@kimball.com</a>
Market Sales Mgr.	Kara Fultz	Louisville	KY	<a href="mailto:Kara.Fultz@kimball.com">Kara.Fultz@kimball.com</a>
Market Sales Mgr.	Kelley Mansfield	Erdenheim	PA	<a href="mailto:Kelley.Mansfield@kimball.com">Kelley.Mansfield@kimball.com</a>
Market Sales Mgr.	Kim Hart	Hilliard	OH	<a href="mailto:Kim.Hart@kimball.com">Kim.Hart@kimball.com</a>
Market Sales Mgr.	Kim Lutz	Webster Groves	MO	<a href="mailto:Kim.Lutz@kimball.com">Kim.Lutz@kimball.com</a>
Market Sales Mgr.	Kris Landis	Branford	CT	<a href="mailto:Kris.Landis@kimball.com">Kris.Landis@kimball.com</a>
Market Sales Mgr.	Kristen Anderson	Roswell	GA	<a href="mailto:Kristen.Anderson@kimball.com">Kristen.Anderson@kimball.com</a>
Market Sales Mgr.	Kristen Diamond	Atlanta	GA	<a href="mailto:Kristen.Diamond@kimball.com">Kristen.Diamond@kimball.com</a>
Market Sales Mgr.	Kurt Gombatz	Los Angeles	CA	<a href="mailto:Kurt.Gombatz@kimball.com">Kurt.Gombatz@kimball.com</a>
Market Sales Mgr.	Kyra Mabey	Salt Lake City	UT	<a href="mailto:Kyra.Mabey@kimball.com">Kyra.Mabey@kimball.com</a>
Market Sales Mgr.	Lauren Meyer	Albany	CA	<a href="mailto:Lauren.Meyer@kimball.com">Lauren.Meyer@kimball.com</a>
Market Sales Mgr.	Mary Ellen Quinn	Leesburg	VA	<a href="mailto:MaryEllen.Quinn@kimball.com">MaryEllen.Quinn@kimball.com</a>
Market Sales Mgr.	Mary Redd	Midlothian	VA	<a href="mailto:Mary.Redd@kimball.com">Mary.Redd@kimball.com</a>
Market Sales Mgr.	Michele Helsel	O'Fallon	MO	<a href="mailto:Michele.Helsel@kimball.com">Michele.Helsel@kimball.com</a>
Market Sales Mgr.	Michelle Martin	Raleigh	NC	<a href="mailto:Michelle.Martin@kimball.com">Michelle.Martin@kimball.com</a>
Market Sales Mgr.	Mick Ann Koratsky	Cordova	TN	<a href="mailto:Mick.Ann.Koratsky@kimball.com">Mick.Ann.Koratsky@kimball.com</a>

Market Sales Mgr.	Mindy Caldren	Canal Fulton	OH	<a href="mailto:Mindy.Caldren@kimball.com">Mindy.Caldren@kimball.com</a>
Market Sales Mgr.	Nick Alessi	New Providence	NJ	<a href="mailto:Nick.Alessi@kimball.com">Nick.Alessi@kimball.com</a>
Market Sales Mgr.	Nick Chonich	Dallas	TX	<a href="mailto:Nick.Chonich@kimball.com">Nick.Chonich@kimball.com</a>
Market Sales Mgr.	Noelle Hudak	St. Louis Park	MN	<a href="mailto:Noelle.Hudak@kimball.com">Noelle.Hudak@kimball.com</a>
Market Sales Mgr.	Patti Wentz	Chandler	AZ	<a href="mailto:Patti.Wentz@kimball.com">Patti.Wentz@kimball.com</a>
Market Sales Mgr.	Renee Weir	Washington	DC	<a href="mailto:Renee.Weir@kimball.com">Renee.Weir@kimball.com</a>
Market Sales Mgr.	Samantha Crosson	Truckee	CA	<a href="mailto:samantha.crosson@kimball.com">samantha.crosson@kimball.com</a>
Market Sales Mgr.	Sandra Beringer	Boston	MA	<a href="mailto:Sandra.Beringer@kimball.com">Sandra.Beringer@kimball.com</a>
Market Sales Mgr.	Stephen Mills	Oradell	NJ	<a href="mailto:Stephen.Mills@kimball.com">Stephen.Mills@kimball.com</a>
Market Sales Mgr.	Steve Barton	League City	TX	<a href="mailto:Steve.Barton@kimball.com">Steve.Barton@kimball.com</a>
Market Sales Mgr.	Storey Gram	Chicago	IL	<a href="mailto:Storey.Gram@kimball.com">Storey.Gram@kimball.com</a>
Market Sales Mgr.	Tara Kalva	Bailey	CO	<a href="mailto:Tara.Kalva@kimball.com">Tara.Kalva@kimball.com</a>
Market Sales Mgr.	Theresa Comer	Kirkland	WA	<a href="mailto:Theresa.Comer@kimball.com">Theresa.Comer@kimball.com</a>
Market Sales Mgr.	Tom Bair	Staten Island	NY	<a href="mailto:Tom.Bair@kimball.com">Tom.Bair@kimball.com</a>
Market Sales Mgr.	Tyler Simmons	Wauwatosa	WI	<a href="mailto:Tyler.Simmons@kimball.com">Tyler.Simmons@kimball.com</a>
Market Sales Mgr.	Will Taylor	Denver	CO	<a href="mailto:Will.Taylor@kimball.com">Will.Taylor@kimball.com</a>
A&D Specialist	Carrie Richards	Atlanta	GA	<a href="mailto:Carrie.Richards@kimball.com">Carrie.Richards@kimball.com</a>
A&D Specialist	John Hindman	Bethlehem	PA	<a href="mailto:John.Hindman@kimball.com">John.Hindman@kimball.com</a>
A&D Specialist	Julia Glazer	New York	NY	<a href="mailto:Julia.Glazer@kimball.com">Julia.Glazer@kimball.com</a>
A&D Specialist	Ogge Schieber	Chicago	IL	<a href="mailto:Ogge.Schieber@kimball.com">Ogge.Schieber@kimball.com</a>
A&D Specialist	Tara Rohland	Washington	DC	<a href="mailto:Tara.Rohland@kimball.com">Tara.Rohland@kimball.com</a>
Healthcare Specialist	Alyson Wood	Exeter	NH	<a href="mailto:alyson.wood@kimball.com">alyson.wood@kimball.com</a>
Healthcare Specialist	Rebecca Williams	Glenshaw	PA	<a href="mailto:Rebecca.Williams@kimball.com">Rebecca.Williams@kimball.com</a>
Healthcare Specialist	Rene Inman	Birmingham	AL	<a href="mailto:Rene.Inman@kimball.com">Rene.Inman@kimball.com</a>
Healthcare Specialist	Sheri Hurley	Washington	DC	<a href="mailto:sheri.hurley@kimball.com">sheri.hurley@kimball.com</a>
Healthcare Co.Creation Specialist	Jill Houpt	Chambersburg	PA	<a href="mailto:Jill.Houpt@kimball.com">Jill.Houpt@kimball.com</a>
Healthcare Research and Training Manager	Lissa Marshall	Omaha	NE	<a href="mailto:lissa.marshall@kimball.com">lissa.marshall@kimball.com</a>
Prod. Application Spec.	Mia Diaz	Los Angeles	CA	<a href="mailto:Mia.Diaz@kimball.com">Mia.Diaz@kimball.com</a>
Prod. Application Spec.	Shelly Lehner	Greenwood	IN	<a href="mailto:Shelly.Lehner@kimball.com">Shelly.Lehner@kimball.com</a>
Public Sector Sales Mgr.	Erik Soderlund	Westfield	IN	<a href="mailto:Erik.Soderlund@kimball.com">Erik.Soderlund@kimball.com</a>
Public Sector Sales Mgr.	Karen Kontoulas	Southport	NC	<a href="mailto:Karen.Kontoulas@kimball.com">Karen.Kontoulas@kimball.com</a>
Public Sector Sales Mgr.	Wendy Schnarr	Dallas	TX	<a href="mailto:Wendy.Schnarr@kimball.com">Wendy.Schnarr@kimball.com</a>

## OMNIA PARTNERS EXHIBITS

### EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

C. Number and location of support centers (if applicable) and location of corporate office.

Kimball Office Inc. corporate office is located at 1600 Royal Street, Jasper, IN 47546

#### Manufacturing Locations:

- 11 Indiana Locations
- 2 Kentucky Locations
- 1 Maryland Location
- 1 Pennsylvania Location

Showroom Locations:

- Chicago, Illinois
- Los Angeles, California
- Atlanta, Georgia
- Boston, Massachusetts
- Washington, D.C.
- Dallas, Texas

Kimball Office has a dealer network of 398 trusted dealer partners to support your workplace needs

D. Annual sales for the three previous fiscal years.

- FY 16 total \$635M
- FY 17 total \$670M
- FY 18 total \$686M

For review of Kimball International Annual Reports, visit:  
<https://www.kimballinternational.com/investor-information> under  
“featured reports”

E. Submit FEIN and Dunn & Bradstreet report.

Kimball Office Inc. FEIN #35-1688210.

## Summary

Order Reference: angela.slaninka@kimball.com | Report as of: 07-30-2019 3:10 PM | using Currency as USD

### KIMBALL OFFICE INC.

Tradestyle(s): (SUBSIDIARY OF KIMBALL FURNITURE  
GROUP, LLC, JASPER, IN)

ACTIVE

HEADQUARTERS

**Address:** 1600 Royal St, Jasper, IN, 47549, UNITED  
STATES  
**Phone:** (812) 482-1600  
**D-U-N-S:** 79-731-2147  
**In Portfolio:** Yes  
**Tags:** No tags  
**Alerts:** No alerts

Risk of Bad Debt Write-off	Cash Flow Risk	Age of Business	Employees
<b>18</b> (No change since last month)	<b>65</b> 3 (in the last month)	<b>32 years</b> 1986 Year Started	<b>2,500</b> 500 (here)

#### Recent Alerts

There are no alerts to display.

#### Company Profile

**D-U-N-S**  
79-731-2147

**Legal Form**  
Corporation (US)

**History Record**  
Clear

**Date Incorporated**  
08-18-1986

**Mailing Address**  
United States

**Telephone**  
(812) 482-1600

**Website**  
[www.kimballofficefurnitu...](http://www.kimballofficefurnitu...)

**Present Control Succeeded**  
2016

**Employees**  
2,500 (500 here)

**Age (Year Started)**  
32 years (1986)

**Named Principal**  
Michael Wagner, PRES.

**Line of Business**  
Mfg office furniture-nonwood



## State of Incorporation

Indiana

## Ownership

Not publicly traded

## Risk Assessment

### Overall Business Risk



### Maximum Credit Recommendation

US\$ 3,500,000

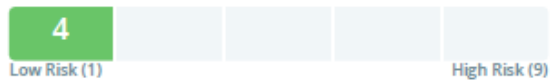
### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **SOME-FINANCIAL-STRESS-CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **MODERATE POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

### D&B Viability Rating

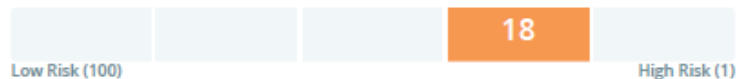
#### Portfolio Comparison Score



Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **4.00 %**

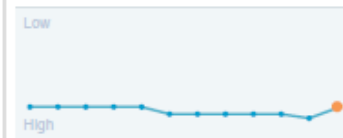
### Risk of Bad Debt Write-off (also known as the Failure Score)



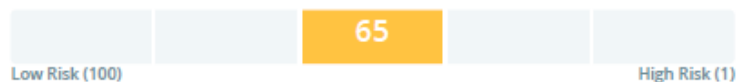
Company's risk level is: **MODERATE-HIGH**

Based on the D&B Failure Score, the probability of failure for this company in the next 12 months is 0.76 %, which makes it a **Moderate-High** risk for you to incur a write-off.

#### Past 12 Months



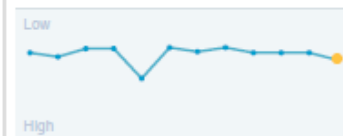
### Cash Flow Risk (also known as the Delinquency Score)



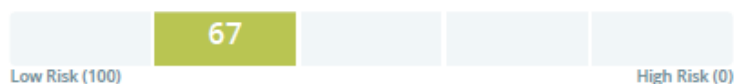
Company's risk level is: **MODERATE**

Based on the D&B Delinquency Score reporting a payment behavior of **INCONSISTENT AND/OR SLOWER PAYMENTS**, this company is predicted to have a **Moderate** risk of a negative impact to your cash flow.

#### Past 12 Months



## Payment Behavior



Low Risk (100)

High Risk (0)

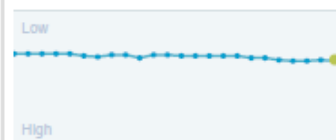
Company's risk level is: **LOW-MODERATE**

Days Beyond Terms : 18

Based on a D&B PAYDEX® of 67

According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

Past 24 Months



## D&B Rating

Current Rating as of 12-24-2018

Employee Size

**1R** : 10 employees and over

Risk Indicator

**4** : Higher than Average Risk

Previous Rating

Employee Size

**1R** : 10 employees and over

## INQUIRIES

No inquiries information available for this company

## Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

## Trade Payments

### Highest Past Due

**US\$ 30,000**

Highest Now Owing

**US\$ 100,000**

Total Trade Experiences

**59**

Largest High Credit

**US\$ 200,000**

Average High Credit

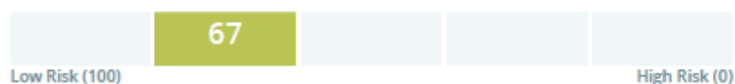
**US\$ 13,832**

## Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate  
**KIMBALL INTERNATIONAL, INC.**

## Payment Behavior



Low Risk (100)

High Risk (0)

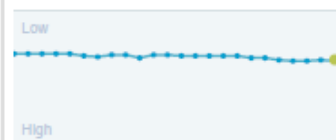
Company's risk level is: **LOW-MODERATE**

Days Beyond Terms : 18

Based on a D&B PAYDEX® of 67

According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

Past 24 Months



## D&B Rating

Current Rating as of 12-24-2018

Employee Size

**1R** : 10 employees and over

Risk Indicator

**4** : Higher than Average Risk

Previous Rating

Employee Size

**1R** : 10 employees and over

## INQUIRIES

No inquiries information available for this company

## Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

## Trade Payments

### Highest Past Due

**US\$ 30,000**

Highest Now Owing

**US\$ 100,000**

Total Trade Experiences

**59**

Largest High Credit

**US\$ 200,000**

Average High Credit

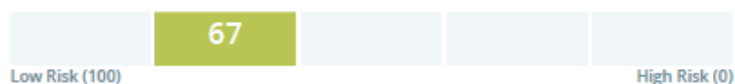
**US\$ 13,832**

## Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate  
**KIMBALL INTERNATIONAL, INC.**

## Payment Behavior



Low Risk (100)

High Risk (0)

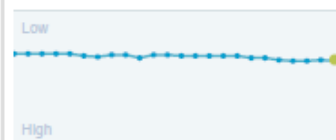
Company's risk level is: **LOW-MODERATE**

Days Beyond Terms : 18

Based on a D&B PAYDEX® of 67

According to the D&B PAYDEX® Score, this company paid its vendors on 18 days beyond credit terms.

Past 24 Months



## D&B Rating

Current Rating as of 12-24-2018

Employee Size

**1R** : 10 employees and over

Risk Indicator

**4** : Higher than Average Risk

Previous Rating

Employee Size

**1R** : 10 employees and over

## INQUIRIES

No inquiries information available for this company

## Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	1	06-14-2016
Suits	0	-
UCC	2	11-28-2007

## Trade Payments

### Highest Past Due

**US\$ 30,000**

Highest Now Owing

**US\$ 100,000**

Total Trade Experiences

**59**

Largest High Credit

**US\$ 200,000**

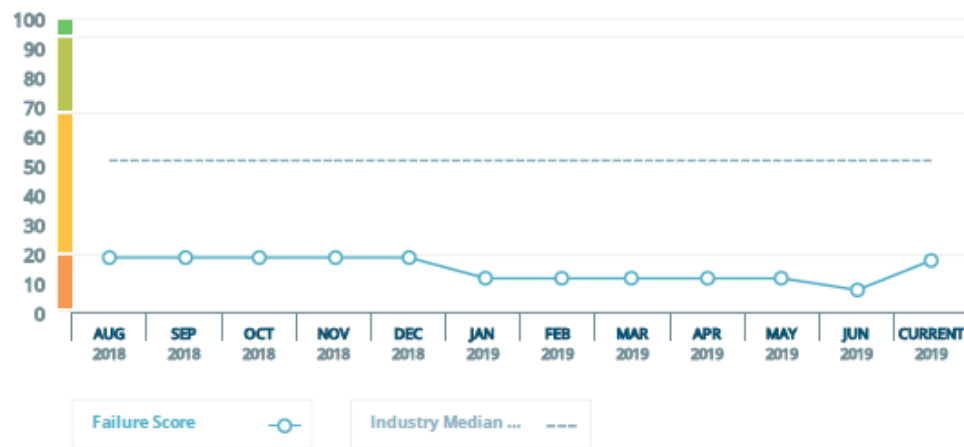
Average High Credit

**US\$ 13,832**

## Ownership

This company is a **Headquarters, Subsidiary**

Global Ultimate, Domestic Ultimate  
**KIMBALL INTERNATIONAL, INC.**



### Cash Flow Risk (Also Known As The Delinquency Score)



Based on a D&B Delinquency Score of 65

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Proportion of slow payments in recent months
- Evidence of open liens

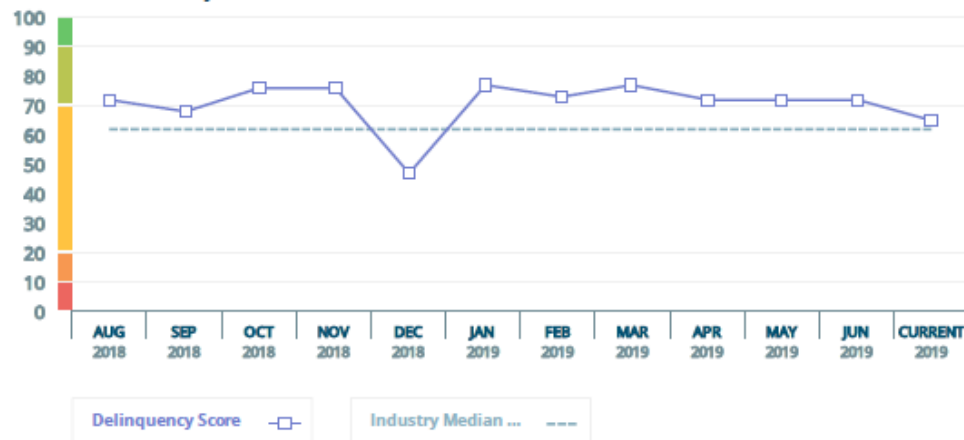
Level of Risk  
**Moderate**

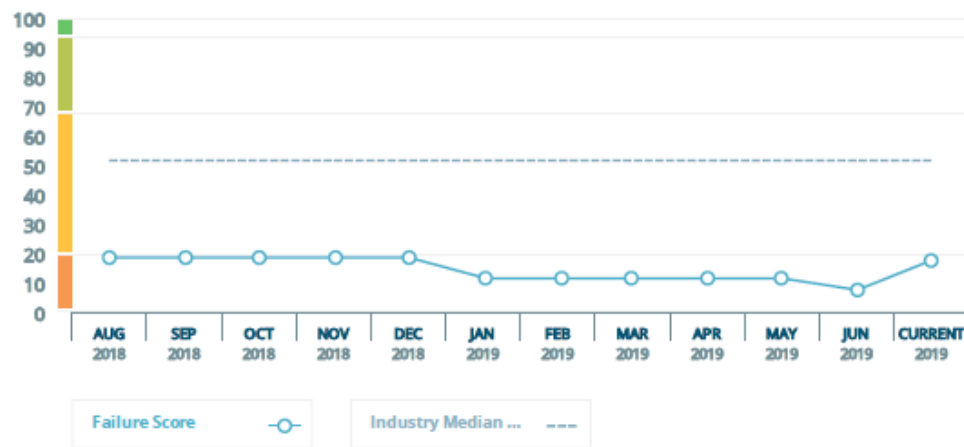
Raw Score  
**521**

Probability of Delinquency  
**4.20%**

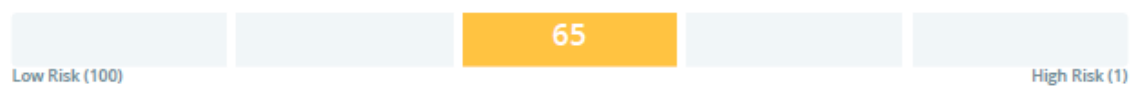
Compared to Businesses in D&B Database  
**10.20%**

### Business and Industry Trends





### Cash Flow Risk (Also Known As The Delinquency Score)



Based on a D&B Delinquency Score of 65

- Proportion of past due balances to total amount owing
- Higher risk industry based on delinquency rates for this industry
- Limited time under present management control
- Proportion of slow payments in recent months
- Evidence of open liens

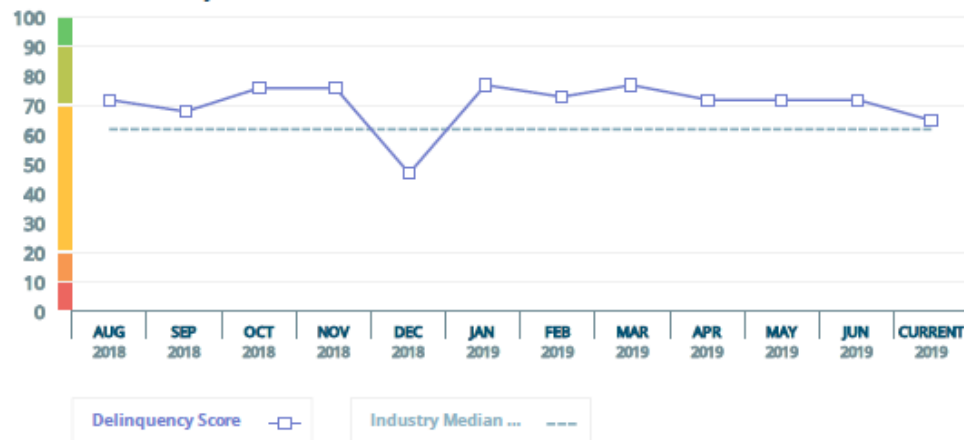
Level of Risk  
**Moderate**

Raw Score  
**521**

Probability of Delinquency  
**4.20%**

Compared to Businesses in D&B Database  
**10.20%**

### Business and Industry Trends



**Total Trade Experiences:**  
59

Largest High Credit:  
US\$ 200,000

Average High Credit:  
US\$ 13,832

**Total Unfavorable Comments:**  
0

Largest High Credit:  
US\$ 0

**Total Placed in Collections:**  
0

Largest High Credit:  
US\$ 0

**Trade Payments By Credit Extended (Based on 12 months of data)**

Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	1	US\$ 200,000	50
50,000 - 99,999	1	US\$ 80,000	50
15,000 - 49,999	5	US\$ 120,000	75
5,000 - 14,999	10	US\$ 57,500	74
1,000 - 4,999	7	US\$ 8,500	35
Less than 1,000	10	US\$ 4,300	65

**Trade Payments By Industry (Based on 24 months of data)**

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼ 22 - Textile Mill Products	1	200,000					
2221 - Manmade broadwvn mill	1	200,000	50	50	0	0	0
▼ 25 - Furniture and Fixtures	4	40,000					
2521 - Mfg wood office furn	1	1,000	0	0	50	50	0
2522 - Mfg nonwd office furn	2	40,000	49	0	49	0	2
2541 - Mfg wood fixtures	1	20,000	50	0	50	0	0
▼ 32 - Stone, Clay, Glass, and Concrete Products	1	5,000					
3291 - Mfg abrasive products	1	5,000	100	0	0	0	0
▼ 33 - Primary Metal Industries	1	25,000					
3354 - Mfg alum extrud prdts	1	25,000	100	0	0	0	0
▼ 35 - Industrial and Commercial Machinery and Computer Equipment	1	5,000					
3572 - Mfg computer storage	1	5,000	0	100	0	0	0

Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
▼ 42 - Motor Freight Transportation and Warehousing	2	1,000					
4213 - Trucking non-local	1	1,000	100	0	0	0	0
4214 - Local truck w/storage	1	1,000	0	50	50	0	0
▼ 45 - Transportation by Air	1	250					
4513 - Air courier service	1	250	50	0	50	0	0
▼ 48 - Communications	1	750					
4813 - Telephone communictns	1	750	100	0	0	0	0
▼ 49 - Electric, Gas and Sanitary Services	1	750					
4911 - Electric services	1	750	100	0	0	0	0
▼ 50 - Wholesale Trade - Durable Goods	6	7,500					
5065 - Whol electronic parts	1	1,000	100	0	0	0	0
5072 - Whol hardware	2	7,500	100	0	0	0	0
5074 - Whol plumb/hydronics	2	1,000	5	95	0	0	0
5085 - Whol industrial suppl	1	0	0	0	0	0	0
▼ 51 - Wholesale Trade - Nondurable Goods	6	80,000					
5112 - Whol office supplies	2	500	50	17	0	0	33
5113 - Whol service paper	2	5,000	52	48	0	0	0
5131 - Whol piece goods	2	80,000	50	50	0	0	0
▼ 61 - Nondepository Credit Institutions	1	250					
6153 - Short-trm busn credit	1	250	100	0	0	0	0
▼ 73 - Business Services	3	20,000					
7363 - Help supply service	2	20,000	80	10	10	0	0
7389 - Misc business service	1	0	0	0	0	0	0
▼ 87 - Engineering Accounting Research Management and Related Services	1	5,000					
8734 - Testing laboratory	1	5,000	50	50	0	0	0
▼ 91 - Executive Legislative and General Government except Finance	2	15,000					
9111 - Executive office	1	5,000	100	0	0	0	0
9121 - Legislative body	1	15,000	100	0	0	0	0
▼ 93 - Public Finance Taxation and Monetary Policy	3	10,000					
9311 - Public finance	3	10,000	100	0	0	0	0
▼ 99 - Nonclassifiable Establishments	1	2,500					



Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
9999 - Nonclassified	1	2,500	0	100	0	0	0

#### Trade Lines

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
07/19	Pays Slow 30+	N30	2,500	500	250	1
06/19	Pays Promptly	-	20,000	7,500	0	1
06/19	Pays Promptly	-	750	0	0	1
06/19	Pays Promptly	-	250	0	0	Between 4 and 5 Months
06/19	Pays Promptly	N30	0	0	0	1
06/19	Pays Prompt to Slow 30+	-	200,000	100,000	30,000	1
06/19	Pays Prompt to Slow 30+	-	5,000	100	100	1
06/19	Pays Prompt to Slow 30+	-	5,000	5,000	1,000	1
06/19	Pays Prompt to Slow 60+	-	40,000	40,000	15,000	1
06/19	Pays Prompt to Slow 60+	-	20,000	1,000	0	1
06/19	Pays Prompt to Slow 60+	-	250	250	50	1
06/19	Pays Prompt to Slow 150+	N30	500	250	250	Between 6 and 12 Months
06/19	Pays Slow 30+	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Promptly	-	5,000	0	0	Between 6 and 12 Months
06/19	Pays Slow 30-60+	Regular terms	5,000	0	0	Between 2 and 3 Months
06/19	Pays Slow 60-90+	-	1,000	1,000	1,000	1
06/19	-	Cash account	500	0	0	Between 6 and 12 Months
06/19	-	Cash account	250	0	0	Between 2 and 3 Months
06/19	-	Cash account	250	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 6 and 12 Months
06/19	-	Cash account	100	0	0	Between 2 and 3 Months
06/19	-	Cash account	50	-	-	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
06/19	Pays Slow 30+	-	1,000	250	250	1
05/19	Pays Prompt to Slow 30+	N30	80,000	80,000	10,000	1
05/19	Pays Prompt to Slow 30+	N30	500	500	250	1
05/19	-	-	50	-	-	Between 2 and 3 Months
04/19	Pays Promptly	-	750	0	0	Between 4 and 5 Months
04/19	-	Cash account	100	-	-	Between 6 and 12 Months
04/19	-	Cash account	100	-	-	1
04/19	-	Cash account	50	-	-	1
03/19	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
03/19	Pays Slow 30-60+	-	1,000	0	0	Between 2 and 3 Months
02/19	Pays Slow 90+	1 15 N30	750	0	0	Between 6 and 12 Months
02/19	Pays Prompt to Slow 15+	-	250	0	0	Between 6 and 12 Months
01/19	Pays Promptly	-	7,500	250	0	1
01/19	Pays Promptly	-	5,000	0	0	Between 2 and 3 Months
01/19	Pays Promptly	-	15,000	-	-	1
12/18	-	Cash account	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	-	50	-	-	1
10/18	-	Cash account	250	-	-	1
09/18	Pays Promptly	-	5,000	-	-	1
09/18	-	Cash account	100	-	-	1
08/18	Pays Promptly	-	0	0	0	Between 6 and 12 Months
08/18	-	Cash account	50	-	-	Between 2 and 3 Months
07/18	-	Cash account	100	-	-	1
07/18	-	Cash account	50	-	-	1
07/18	-	Cash account	100	-	-	1
06/18	Pays Promptly	-	10,000	-	-	1
06/18	Pays Promptly	-	250	0	0	Between 6 and 12 Months
05/18	Pays Promptly	-	25,000	25,000	0	1

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
05/18	-	Cash account	50	-	-	1
04/18	-	Cash account	-	-	-	Between 6 and 12 Months
03/18	Pays Promptly	-	50	0	0	Between 6 and 12 Months
02/18	Pays Promptly	-	5,000	-	-	1
12/17	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
12/17	-	Cash account	100	-	-	1
09/17	Pays Promptly	-	1,000	0	0	1
09/17	-	Cash account	250	-	-	1

## Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgements	Liens	Suits	UCC Filings
0	1	0	2
Latest Filing: -	Latest Filing: 06-14-2016	Latest Filing: -	Latest Filing: 11-28-2007

Events	
<b>Lien - Tax Lien</b>	
Filing Date	06-14-2016
Filing Number	11012929
Status	Open
Date Status Attained	06-14-2016
Received Date	06-21-2016
Amount	US\$ 14,522
Debtors	KIMBALL OFFICE INCORPORATED
Creditors	STATE OF INDIANA
Court	MARION COUNTY CIRCUIT COURT, INDIANAPOLIS, IN
<b>UCC Filing - Original</b>	
Filing Date	11-28-2007

<b>Filing Number</b>	0700011052644
<b>Received Date</b>	12-11-2007
<b>Collateral</b>	Leased Equipment
<b>Secured Party</b>	WHAYNE SUPPLY COMPANY, LOUISVILLE, KY
<b>Debtors</b>	KIMBALL INTERNATIONAL MARKETING, INC., JASPER, IN
<b>Filing Office</b>	SECRETARY OF STATE/UCC DIVISION, INDIANAPOLIS, IN

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed. This information may not be reproduced in whole or in part by any means of reproduction

There may be additional UCC Filings in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgements in D&B's file on this company available in the U.S. Public Records Database, also covered under your contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

A lien holder can file the same lien in more than one filing location. The appearance of multiple liens filed by the same lien holder against a debtor may be indicative of such an occurrence.

## Special Events

12-24-2018

A Rating change has occurred on this company.

05-25-2016

This company is an operating subsidiary of Kimball Furniture Group, LLC, Jasper, IN.

Business started 1986 by the parent company. Present control succeeded Mar 2016.

The Chief Executive Officer is now Michael Wagner, Pres..

## Company Profile

### Company Overview

**D-U-N-S**

79-731-2147

**Legal Form**

Corporation (US)

**History Record**

Clear

**Date Incorporated**

08-18-1986

**State of Incorporation**

Indiana

**Ownership**

Not publicly traded

**Mailing Address**

United States

**Telephone**

(812) 482-1600

**Website**[www.kimballofficefurniture.com](http://www.kimballofficefurniture.com)**Present Control Succeeded**

2016

**Employees**

2,500 (500 here)

**Age (Year Started)**

32 years (1986)

**Named Principal**

Michael Wagner, PRES.

**Line of Business**

Mfg office furniture-nonwood

### Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: 06-30-2019  
This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name	KIMBALL OFFICE INC.
Corporation Type	Corporation (US)
Business Commenced On	1986
State of Incorporation	INDIANA
Date Incorporated	08-18-1986
Registration ID	198608-537
Registration Status	ACTIVE
Filing Date	08-18-1986
Where Filed	SECRETARY OF STATE/CORPORATIONS DIVISION

**Registered Agent**

Name	Julia E. Heitz Cassidy
Address	1600 Royal Street, Jasper, IN, 475462256

### Principals

**Officers**

DOUGLAS A HABIG, CHB  
THOMAS L HABIG, V CHB  
JAMES C THYEN, PRES-CEO  
RONALD J THYEN, SR EXEC V PRES

JOHN T THYEN, SR EXEC V PRES  
C. ALLEN PARKER, V PRES  
R. GREGORY KINCER, TREAS

#### Directors

DIRECTOR(S): THE OFFICER(S)

#### Company Events

The following information was reported on: 11-03-2018

The Indiana Secretary of State's business registrations file showed that Kimball International Marketing, Inc. was registered as a corporation on August 18, 1986. By charter amendment the business name was changed to Kimball Office Inc. on April 12, 2011.

Business started 1986 by the parent company. Present control succeeded Mar 2016. 100% of capital stock is owned by Kimbal International Inc.

DOUGLAS A HABIG born 1946. 1975-present employed here; 1981 president; 1990 CEO. 1971-1975 employed with Indiana National Bank, commercial loan officer. 1969-1971 served the United States Army. Graduated from St Louis University in 1967 with a BA Degree and from Indiana University in 1969 with an MBA Degree.

THOMAS L HABIG born 1928. 1952-present active with parent company. 1980 graduated Tulane University, New Orleans, LA.

JAMES C THYEN born 1944. 1967-present active with parent company. 1965 graduated Xavier University, Cincinnati, OH (BS) and 1967 Indiana University, Bloomington, IN (MBA).

RONALD J THYEN born 1937. 1959-present active with parent. 1959 graduated from Notre Dame University, South Bend, IN.

JOHN T THYEN born 1938. 1961-present active with parent company.

C. ALLEN PARKER. Antecedents are unknown .

R. GREGORY KINCER. Antecedents are unknown .

#### Business Activities And Employees

The following information was reported on: 11-03-2018

##### Business Information

Trade Names (SUBSIDIARY OF KIMBALL FURNITURE GROUP, LLC, JASPER, IN)

**Business Information**

Description	<p>Subsidiary of Kimball Furniture Group, Llc, Jasper, IN started 1988 which operates as Mfg wood office furniture, mfg office furniture-nonwood. Parent company owns 100% of capital stock.</p> <p>As noted, this company is a subsidiary of Kimball Furniture Group, LLC, DUNS number 79-473-2313 and reference is made to that report for background information on the parent company and its management.</p> <p>Manufactures non-wooden office furniture, specializing in desks or tables (100%).</p> <p>ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 482-1818.</p> <p>Terms are Net 30 days. Sells to dealers and government accounts. Territory : International.</p>
Employees	2,500 which includes officer(s). 500 employed here.
Financing Status	Unsecured
Import/Export	Import
Seasonality	Nonseasonal.
Facilities	Leases 195,000 sq. ft. in a two story brick building Shares with parent company.
Location	Industrial section on main street.

**SIC/NAICS Information**

SIC Codes	SIC Description	Percentage of Business
2522	Mfg office furniture-nonwood	-
25220400	Office desks and tables, except wood	-

NAICS Codes	NAICS Description
337214	Office Furniture (except Wood) Manufacturing

**Government Activity**

Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	No
Grantee	No
Party excluded from federal program(s)	No

# Financials

D&B currently has no financial information on file for this company
This information may not be reproduced in whole or in part by any means of reproduction.
©Dun & Bradstreet, Inc. 2019. All rights reserved



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

F. Describe any green or environmental initiatives or policies.

## SUSTAINABILITY

Kimball Office Inc. has a long history as an environmentally sensitive company. From our Company's inception as a wood furniture manufacturer, relying on nature's resources to create our products, the ideas of conservation and sustainability, of sensitivity toward our environment, have been deeply ingrained in our culture. Concern for our environment and "leading by example" in the promotion of environmentally responsible business practices is something that Kimball Office Inc. believes in as part of our corporate philosophies. Kimball Office Inc.'s sustainability practices include initiatives to reduce water usage, solid waste generation, VOC emissions, hazardous waste materials and Greenhouse Gases. Environmental goals are set and results measured against benchmarks.

## Environmental

Kimball Office Inc. is dedicated to continued excellence, leadership and stewardship in protecting the environment, the health and safety of our employees and the members of the communities in which we work and live. Our commitment is to exceed customer expectations and to fully comply with Federal, State and Local environmental regulations. Within the design and production of product, in collaboration with our customers and suppliers, we strive to eliminate pollution generated at the source, to use renewable materials and to maximize the reclamation and recycling of materials to minimize adverse impact on the environment.

All Kimball Office Inc. manufacturing locations have implemented an Environmental Management System (EMS) and nearly all of these locations have achieved third party ISO 14001 registration, the global standard for environmental protection and commitment to continuous improvement. The ISO 14001 Environmental Management System requires continuous improvement initiatives to reduce impacts on the environment.

## Waste Reduction and Recycling

Kimball Office Inc.'s Corporate Recycle Center (CRC) supports the programs of numerous regional facilities, providing a central location for consolidating recyclable materials for re-sale and transport. Currently the CRC recycles over 65 different waste materials. Among the materials recycled are steel, aluminum, glass, fabrics, printer cartridges, electronic equipment, and several types of plastic, wood and cardboard, which is either sold for re-use or recycled by type of material. The sustainability and continuous improvement projects have reduced the overall waste generated at Kimball Office Inc. facilities as the amount of recycling has steadily increase.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

F. Describe any green or environmental initiatives or policies.

## Sustainable Global Wood Purchasing

Kimball Office Inc. strives to ensure that wood used in the manufacturing of our products is obtained from environmentally and socially responsible sources. Knowing we are procuring wood responsibly not only supports our sustainability initiatives, but also provides assurance that our wood-based components have the lowest possible burden on the global environment. It is Kimball Office Inc.'s policy to work with partners who share our values of responsible management of wood from the forests where our raw materials are harvested. Kimball Office Inc. strives to use wood from properly managed forests to reduce the environmental impact we have on our industry.

Kimball Office Inc. expects suppliers of wood-based materials to follow all applicable laws of the United States of America including the Lacey Act, in addition to laws of the country where they are located and international treaties and agreements to which the United States is a signatory. We will not use species listed in CITES (Convention on International Trade in Endangered Species of Wild Fauna and Flora) Appendices I or II, for the manufacturing of our products. Our Supply Chain Team will give preference to suppliers who participate in the following programs: Forest Stewardship Council (FSC), Sustainable Forestry Initiative (SFI), American Tree Farm System (ATFS), Canadian Standards Association (CSA), Programme for the Endorsement of Forest Certification (PEFC), and Composite Panel Association's Eco Certified Composite (ECC). Kimball Office Inc. conducts business ethically based on our Business Partner Code of Conduct and expects our business partners to do so as well.

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

Diversity is a core principle for Kimball. Kimball International is a publicly traded company (KBAL) led by our CEO Kristie Juster and President Phyllis Goetz. We are not a minority or women owned business, however we focus and support diversity owned dealers and suppliers. Our number of minority-owned Select Dealers is 48%. We measure utilization of these businesses and work to facilitate growth and opportunities to these entities. We have tracking tools in place and, on a quarterly basis, review our spend dollars and percentages in various diverse supplier categories (as defined by the US Government). We also track any efforts we undertake relative to initiating discussions with and possibly bringing on new diverse suppliers, dealers, and other subcontractors. Kimball can provide first tier minority spend reports upon request.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

Kimball Office Inc. does not hold underutilized business certifications, but actively pursues and works with such entities through our dealer network.

I. Describe how supplier differentiates itself from its competitors.

While trends may come and go, Kimball has a longstanding history of being able to evolve. To embrace what's new and take it to the next level. From our origins as a piano maker to one of today's leading furniture companies, our purpose has remained constant—to help people achieve their potential in their own, unique way. Being nimble, quick, and approachable allows us to make a difference for each individual customer. The average tenure for a Kimball team member is over 15 years and many of our customers and suppliers have been with us for 40 or more years.

We keep good company—actively listening to our customers, brilliant partners, and industry thought leaders—and invite collaborative discussions that challenge what's familiar and inspire fresh ideas. Driven by curiosity and inspired to empower people, we craft what's next, so you can work your way. We've found that what drives our purpose are the exact things that bring value to our relationship with you:

Authenticity- Being authentic keeps us grounded in integrity, humility, and warmth—all of which helps us build deeper connections with our customers and create great customer experiences for them.

Curiosity- We believe that curiosity is the starting point to addressing unmet needs. By asking you the right questions, we're able to develop just the right answers that solve for all the different ways your people want to work.

A Culture of Caring- Understanding how we're all interconnected makes us more invested and serve as better partners—to our customers, to our communities, and to the world.

Insightfulness- Being insightful means inspiring more “aha” moments for our customers and paves the way for us to craft forward-thinking solutions that respond to their ever-evolving needs.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

The Company is not currently involved as a party, nor has it been a party in the last ten years to any litigation that had or is likely to have any material impact on the Company. The Company has never sought bankruptcy protection, nor has the Company otherwise pursued any form of legal reorganization based on opportunities to reorganize to address financial issues that may be afforded under any federal or state law.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

a. Kimball International Inc is a publicly held corporation, whose subsidiary Kimball Office Inc. is responding to this bid, therefore this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Kimball Office Inc. Inc has not had any debarment or suspension actions taken against the Company.

### 3.2 Distribution, Logistics

A. Describe the full line of Products and Services offered by Company.

#### Kimball Product Lines: Open Plan



KORE™ Work Cart



fiXt®



Canopy®



Narrate®



KORE™



Xsede® Height Adjust



Xsede® Power Beam



Xsede®



Xsite®

## Kimball Product Lines:

### Open Plan



Interworks® EQ



Cetra™



Footprint®



Priority™



Dock® Work Tables



Traxx® & Tiles



Perks®



Fundamental® Files



LF™ Series

## Kimball Product Lines:

### Desks



KORE™ Work Cart



KORE™



Priority™



Definition®



Fluent™



Transcend®



## Kimball Product Lines:

### Desks



Footprint®



Guide™



Xsede® Height Adjust

### Heritage Collection



Senator™



President™



Innsbruck™



## Kimball Product Lines:

### Seating



Pep<sup>®</sup>



Theo<sup>™</sup>



Lusso<sup>™</sup>



Joya<sup>™</sup>



Pairings<sup>®</sup>



Splendor<sup>®</sup>



Nash<sup>™</sup>



Abbott<sup>™</sup>



Poly<sup>™</sup>

## Kimball Product Lines:

### Seating



Tucker™



Bloom®



Flip®



Niles™



fiXt®



Greer™



Joelle™ Behavioral Wellness



Helio™



Pairings® Health

## Kimball Product Lines:

### Seating



Spruce™ Behavioral Wellness



Sycamore™ Metal



Wilder™



Joelle™



Villa™



Wish™



Boyd®



Event™



Pose™

## Kimball Product Lines:

### Seating



Collage™



Acapella®



Beo®



Adagiato™



Spruce™



Alpine™



Sycamore™



Villa™ Health Sleep Sofa



Villa™ Health

## Kimball Product Lines:

### Seating



Wren™



Meadow™



Shore®



Physician / Exam Stool



Itsa™



Bingo®



Stature®



Arpeggio™



Enjoy™

# Kimball Product Lines:

## Seating

 Heritage Collection



Clairmont™



Independence Hillsborough™



Independence Richland™



Independence Newcastle™



Independence Springfield™



Independence Suffolk™

## Kimball Product Lines:

### Storage



Stow™



AlternA®



fiXt®



Footprint® Pullout Storage



KORE™



Xsede® Media Cart



Footprint®



Fluent™



Priority™



## Kimball Product Lines:

### Storage



Definition®



Transcend®



Fundamental® Files



LF™ Series



Complementary Furniture



Sanctuary™

### ☐ Heritage Collection



Senator™



President™



Innsbruck™



## Kimball Product Lines:

### Tables



fiXt®



Pairings®



Bloom®



Dock® Meeting



Dock® Training



Teem®



Spruce™



Theo™



Xsede® Height Adjust

# Kimball Product Lines:

## Tables



KORE™



Dock® Work Tables



Contemporary/Transitional Tables



Scenario™



Aspire®



Configuration Tables



Priority™



Definition®



Fluent™

## Kimball Product Lines:

### Tables



Footprint®



Transcend®



Villa™



Beo®



Pose™



Arpeggio™



Overbed Tables



Cube & Cylinder



Traditional Tables

## Kimball Product Lines:

### Tables

 Heritage Collection



Senator™



President™



Innsbruck™

### Modular Caseworks



AlternA®

## Kimball Product Lines:

### Benching



Canopy®



Dock® Work Tables



Footprint®



KORE™



Narrate®



Priority™



Xside®



Xside® Height Adjust

## Kimball Product Lines:

### Height Adjust



KORE™ Work Cart



Canopy®



Dock® Training



Priority™



Scenario™



Xsede® Height Adjust

## Kimball Product Lines:

### Technology



Bluetooth Speaker



Jolt™



Optix

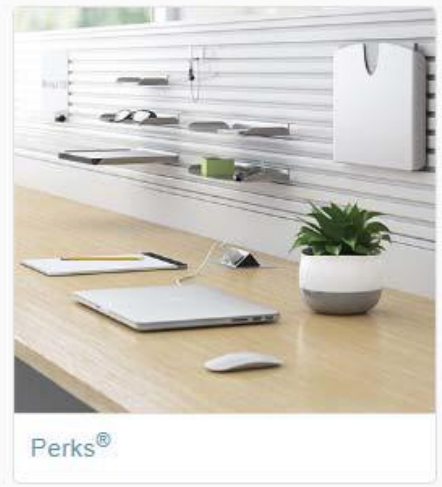
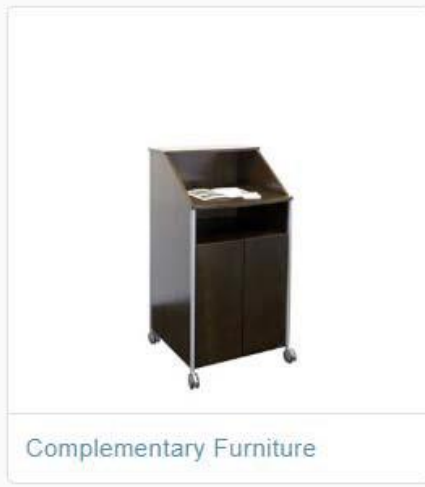
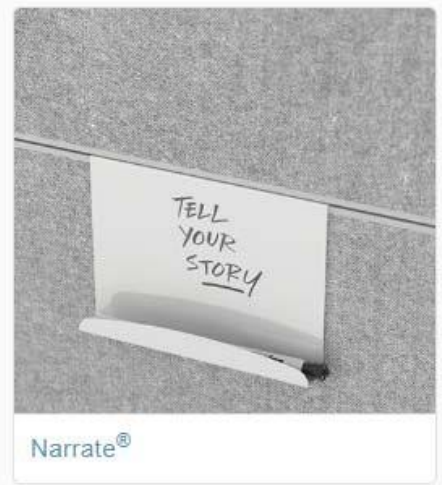
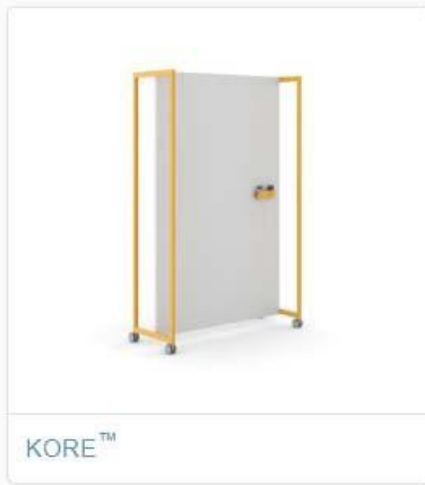


wePresent®



## Kimball Product Lines:

### Accessories





## Kimball Product Lines:

### Accessories



Traxx® & Tiles



Fluent™



Scenario™



Definition®

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Kimball Office Inc. utilizes their own trucking fleet as well as LTL carriers to insure timely deliveries. Delivery and Installation is coordinated with the dealers depending on the size and scope of the individual projects. The primary concern is that the customer's wishes are being met so when unique situations arise the solution sometimes must be customized but all installs will be serviced by the dealer install team so that ongoing service and care is available at a local level.

- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

- Kimball Truck Fleet
- Nationwide Industry Recognized LTL Truck Fleets
- Authorized Dealer network

- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Distribution Facilities / Warehouses: (3)

- Distribution Center #2  
Santa Claus, IN  
363,000 Sq. Ft.
- Distribution Center #3  
Jasper, IN  
155,523 Sq. Ft.
- Distribution Center #4  
Jasper, IN  
220,541 Sq. Ft.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**Retail Network: (6) Kimball Showrooms**



In addition to our distribution centers and showrooms, our Dealer network has product on display and warehouse facilities available on a local level. Combined, our Dealer network has millions of square feet of warehouse / retail facilities available to our customers.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

Kimball Office Inc. Executive Leadership, in conjunction with OMNIA Partners Leadership, will communicate a new OMNIA Partners contract through its website and direct communication to its selling teams and dealerships.

- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Within 10 days of award:

-Kimball Office Inc. Executive leadership and OMNIA Partners Executive leadership will communicate the new OMNIA Partners contract through its website and direct communications to its sales teams and authorized distribution channel.

Within 30 days of award:

-Schedule a meeting with OMNIA Partners officials to review contract expectations.  
-Develop a Nationwide joint marketing/sales plan with OMNIA Partners.  
-Review, train, and present contract changes to Kimball Office Inc. Sales Managers.  
-Review, train and present contract changes to Internal Contract Support team and Customer Service teams.

Within 60 days of the award:

-Create power point and other types of communication that highlight new award and its changes.  
-Create presentation and develop training schedule for all Kimball Office Inc.  
-Review all existing opportunities and notify of new award and date. Within 90 days of the award:  
-Complete presentation and roll out to all Kimball Office Inc. Distribution channel.  
-Develop tracking plan for new contract progress.  
-Meet with OMNIA Partners to review progress and activity.  
-Further develop new OMNIA Partners exchange program and exchange of data regarding new contract sales opportunities.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications

Kimball Office Inc. Marketing team will work with OMNIA Partners Marketing team to develop a co-branded press release to distribute to various trade publications within the first 10 days of award.

- ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

A notification will be sent out within the first 30 days of award announcing the new award to our dealers via our Kimball Office Inc. brand specific websites.

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Kimball Office will complete a new OMNIA Partners marketing piece for hand out and email distribution to promote the new contract.

- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

Kimball Office Inc. commits to work with OMNIA Partners to secure booth space for all shows that OMNIA Partners will be attending that Kimball Office Inc. believes will impact our success with this contract.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**3.3 Marketing and Sales**

- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Kimball Office Inc. commits to purchase 10x10 booth space in designated area selected by OMNIA Partners at NIGP Annual Forum and identified regional trade shows where the OMNIA Partners program has focus. Kimball Office Inc. will provide representation to man the booth as well as assist in the marketing plans and give-away suggestions provided by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to promote the OMNIA Partners agreement through publications and websites in identified trade publications.

- vii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

Kimball Office Inc. will continue to develop marketing materials in conjunction with OMNIA Partners to promote the master agreement throughout its term (case studies, training materials and end-user presentations.)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Kimball Office Inc. agrees to continue to maintain OMNIA Partners dedicated webpages on [www.Kimball.com](http://www.Kimball.com) and [www.nationalofficefurniture.com](http://www.nationalofficefurniture.com). These sites will include the OMNIA Partners logo, copy of the original RFP, copy of the contract and amendments, summary of products and pricing, marketing materials, and a link to the OMNIA Partners online registration. Additionally, Kimball Office Inc. agrees to provide OMNIA Partners the materials needed to develop and maintain current information on their website as well.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

After detailed training, our Sales Representatives, in conjunction with our Servicing Dealer Network will contact OMNIA Partners participating agencies to announce our new contract. The announcement will initiate contact in many forms – in person presentations, phone calls, ecards, etc. Initially our sales teams will focus on our existing customers – most of these customers will be contacted in person to educate them on our new contract. Our existing customers are familiar with our products and services, these calls will focus on OMNIA Partners education and the benefits associated with our new agreement. In addition to our current customers, we will focus on new opportunities and new customers. Kimball Office Inc. has a long history of being active participants in trade shows like NIGP. We will continue to market our products and services through the OMNIA Partners contract at the trade shows. We will follow up with all leads generated during those trade shows. We will also establish a customer service program. This program will focus on our existing customers – the intent to identify those customers who are not using the contract and provide a list to management so that we can ensure that the customer has been approached and provided the correct information. This program will also afford us the opportunity to work with OMNIA Partners on those customers that we are having problems transitioning. We believe with the commitment and support of Kimball Office Inc.'s entire sales force that the focus and measurements will be in place to market this agreement into success for all parties.



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Kimball Office Inc. will provide OMNIA Partners with its company/corporate logo(s) for use in marketing communications and promotions. Kimball Office Inc. authorizes OMNIA Partners to reproduce such logo(s) in marketing communications and promotions providing the logo and use meet Kimball International's marketing requirements. Kimball Office Inc. will work with OMNIA Partners to make sure this happens.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive

Kimball Office Inc. agrees to develop a marketing plan to reach public agencies nationwide participating in the OMNIA Partners program. At the very least, Kimball Office Inc. will develop a direct marketing approach that will communicate the requirements of OMNIA Partners as well as a program to follow up with those agencies.

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
  - iv. Knowledge of benefits of the use of cooperative contracts

Kimball Office Inc. sales team is seasoned and have expert knowledge and selling experience with the OMNIA Partners contract. Many of our sales resources have a very positive working relationship with their OMNIA Partners counterparts. A new award will allow Kimball Office Inc. and OMNIA Partners to continue to expand our selling team relationships. All selling teams are trained on the key features of the contract through regular webinars by the program owner. All selling teams have a true understanding of public solicitation processes and how OMNIA Partners eliminates the need for the agencies to go through the bid process, therefore saving time and resources. We continue to work with the OMNIA Partners teams to expand the use of the program via the wide range of public agencies that can access OMNIA Partners.



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

The contact information for this position is:

Executive Support: Phyllis Goetz  
President, Kimball Office Inc. Kimball Office Inc.  
1600 Royal Street Jasper, IN 47549-1022 PH: 800-482-1616  
EM: Phyllis.Goetz@Kimball.com

Marketing: Wendy Murray  
Director of Brand Marketing 1600 Royal Street  
Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 6685  
EM: Wendy.Murray@Kimball.com

Sales: Rhonda Hammack  
Director, Government Sales 1600 Royal Street  
Jasper, IN 47549-1022 PH: 443-745-1272  
EM: Rhonda.Hammack@Kimball.com

Sales Support: Kris Kendall  
Government Sales Specialist 1600 Royal Street  
Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 8644  
EM: Kris.Kendall@Kimball.com

Financial Reporting: Carolyn Brewer  
Assistant Controller 1600 Royal Street Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 8518  
EM: Carolyn.Brewer@Kimball.com

Contracts:  
Stacy Huelsman  
Commercial Contract Mgr 1600 Royal Street  
Jasper, IN 47549-1022  
PH: 800-482-1616 ext. 8108  
EM: Stacy.Huelsman@Kimball.com

H. Describe in detail how Company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Kimball Office has Sales Representatives in all 50 States. The direct sales team is divided into separate categories. Representation is primarily structured to focus on Sales and Service to our end customers and to our authorized Dealer Network. Other representation is the Government Sales. We have specialized Sales Representatives that focus entirely on Government business. Another important aspect of our business is the A&D community and we have sales representation focusing on that important link to the sales process. The country is divided into

(10) regions and a Regional manager is assigned to each region. The Sales Team members report to the Regional managers. Leading the Regional Managers are two Director of Sales positions, one for the Eastern half of the country and one for the Western half of the country. A Director of A&D leads the A&D team. In the Government sector, we have a Director of Government Sales. The four Directors report to the Vice President of Sales. The Vice President of Sales reports to the highest Executive level in the in the sales organization. That position is President of Kimball Office.

- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Kimball Office Government Sales Managers (GSMs) are the program regional owners and provide program leadership in their respective areas. They work in conjunction with the OMNIA regional managers in their areas to grow the program sales. Together they strategize on targeted accounts, leveraging existing contact relationships. They involve the Kimball Office Region Management team as well as the Market Sales Managers to insure a constant touch and sales process forward action. The GSM's coordinate Dealer Boot Camps for both the Public and Education Sector Region Managers. Together they educate and promote the OMNIA allocating resources appropriately.

- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Kimball Office has developed the following structure to manage the National IPA program through the terms of the agreement:

- A dedicated program owner – Rhonda Hammack
- A dedicated contract specialist – Stacy Huelsman
- Regional Program Owners – Five Government Sales Managers
- A dedicated trained internal government support team providing timely new participant set up.
- A sales reporting structure that provides National IPA monthly sales reporting requirements by registered end-user.
- A marketing specialist that will work in conjunction with National IPA to develop joint marketing and sales pieces.

The Kimball Office leadership team has put the resources in place for continued sales growth. This structure has served us well during the current contract period. A new contract would allow us to re-train and re-focus for continued sales growth.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Kimball's Public Sector sales volume for fiscal year 2019 \$23,642,131.00. Our top 10 accounts are as follows:

Laredo Community College	Cosumnes Community
Service University of North Carolina at Chapel Hill	City of Dallas
Pima Medical Institute-Tucson Campus – AZ	Boston University
City of Stamford	Virginia Tech
West Virginia University Robert C Byrd Health	NAACP

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Kimball Office has taken advantage of recent advancements in technology by implementing and making available to our business partners a number of electronic tools. We have partnered with leaders in the software industry to develop and implement these electronic resources to enhance the Kimball Office experience for our customers. Matched with future advancements in our E-Business capabilities, these tools allow our customers to easily specify and select product, view renderings, submit orders and check order status.

Payment Methods:

- Check
- Wire Transfer
- ACH
- EFT

Ordering Methods:

- Mail
- Fax
- Email
- SAP
- EDI

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

M. If the Supplier wants to guarantee sales, provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$ 100,000 .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Recent and future events in cooperative purchasing landscape may create additional challenges, but Kimball Office is committed to strive for continued annual double-digit contract sales growth. With these uncertainties Kimball Office therefore will only provide a nominal annual sales guarantee.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

Kimball Office Inc. will lead with OMNIA Partners, however; to clarify that OMNIA Partners does not expect Kimball Office Inc. to walk away from sales opportunities when the end user rejects use of OMNIA Partners, the following changes are requested.

For avoidance of doubt, OMNIA Partners does not expect to be paid an Administrative Fee on sales for which it's use is rejected by the end user and it performs no functions in relation to those sales.

i. Respond to registered and qualified end National IPA end-users with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

Kimball Office proposes the additional language in red to be added to the existing statement above.

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

Kimball Office Inc. will comply with this request. For clarification, Lower pricing given to OMNIA Partners members due to competitive reasons will be reported to OMNIA under the Master Agreement unless they have an existing standard agreement with Kimball Office Inc. (brand(s)) at time of award. Kimball Office Inc. will then review in detail when existing contract is up for renewal.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

Kimball Office Inc. proposes to delete the language as set forth on 3.niii:

Commitment of Exhibit A. In lieu of such language in 3.n.iii, Kimball Office Inc. commits as follows:

In the event that the Public Agency refuses to utilize Master Agreement, the Supplier may provide pricing under an alternative agreement. It is considered a refusal if the Public Agency utilizes a bid/RFP/RFQ process or otherwise chooses not to utilize National IPA. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal. In the event of an award of the higher, customer net price, non- OMNIA Partners Master Agreement proposal, sales would not be considered Contract Sales and no Administrative Fee is owed.

Kimball Office Inc. requests the proposed language in red for clarification purposes.

Detail Supplier's strategies under these options when responding to a solicitation.

Kimball Office Inc. will lead with OMNIA Partners as our primary Cooperative Purchasing vehicle in all appropriate sales opportunities through bid processes, face to face communication and marketing strategies. The Administrative fee will be paid on all purchases made by qualified, registered customers as agreed upon within the Master Agreement. In the event, a customer chooses not to use the OMNIA Partners Cooperative Purchasing agreement, pricing will be proposed at equivalent or higher customer net pricing to the customer to avoid the loss of a sales opportunity. Sales under this section of refusal by Public Agency are not considered Contract Sales under OMNIA Partners and Administration Fee is not owed.

Kimball Office Inc. understands and complies with the information within OMNIA Partners Exhibit A in conjunction with the typed responses / alternative language submitted.

**OMNIA Partners Requirements - Exhibit F****OMNIA PARTNERS EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS****FEDERAL CERTIFICATIONS****ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT****TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.**

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**



**OMNIA Partners Requirements - Exhibit F**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SPF Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**OMNIA Partners Requirements - Exhibit F**

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SFP Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**OMNIA Partners Requirements - Exhibit F**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SPF BAA Certification is made on a case by case basis depending on the product-mix selected. Initials of Authorized Representative of offeror

**OMNIA Partners Requirements - Exhibit F****PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF AFFORDABLE CARE ACT**

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SPF Initials of Authorized Representative of offeror

**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

Kimball International, Inc.

Address, City, State, and Zip Code:

1600 Royal Street, Jasper IN 47546

Phone Number: 800-647-2010

Fax Number: 812-481-6174

Printed Name and Title of Authorized Representative: Shane P. Flynn, Federal Government Contract Manager

Email Address: shane.flynn@kimball.com

Signature of Authorized Representative: Shane P. Flynn

Date: 08/06/2019

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Kimball Office Inc.

**Street:** 1600 Royal Street

**City, State, Zip Code:** Jasper, IN 47546

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I Don VanWinkle, an authorized representative of Kimball Office Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/16/19  
Date

  
Director  
Authorized Signature and Title



Section 8

**OMNIA Partners Requirements - Exhibit G**

DOC #2

**NON-COLLUSION AFFIDAVIT**

Company Name: Kimball Office Inc.

Street: 1600 Royal Street

City, State, Zip Code: Jasper, IN 47546

State of Indiana

County of Dubois

I, Don VanWinkle of the Jasper  
Name City

in the County of Dubois, State of Indiana  
of full age, being duly sworn according to law on my oath depose and say that:

I am the Director of the firm of Kimball Office Inc.  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

Kimball Office Inc.  
Company Name

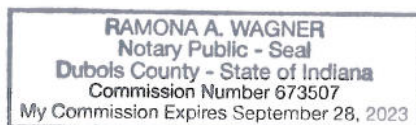
 Director  
Authorized Signature & Title

Subscribed and sworn before me

this 16 day of August, 2019

Ramona A. Wagner  
Notary Public of Indiana  
My commission expires 9, 2022

SEAL



**Section 8**

---

**OMNIA Partners Requirements - Exhibit G**

---

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Kimball Office Inc.  
**Street:** 1600 Royal Street  
**City, State, Zip Code:** Jasper, IN 47546

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
  
OR
2. A photo copy of their Certificate of Employee Information Report  
  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

8/14/19  
Date

  
Authorized Signature and Title      Director



**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2018** to **15-FEB-2021**

**KIMBALL OFFICE INC.  
1600 ROYAL ST. MAIL CODE K0222  
JASPER IN 47549**



*Elizabeth Maher Muoio*

ELIZABETH MAHER MUOIO  
Acting State Treasurer

Certificate Number  
11714

Registration Date: 03/08/2018  
Expiration Date: 03/07/2020



# State of New Jersey

## Department of Labor and Workforce Development

### Division of Wage and Hour Compliance

## Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

**Responsible Representative(s):**

Michael S. Wagner, President  
Michelle R. Schroeder, Vice-President  
John H. Kahle, Secretary  
James C. Thyen, CEO  
Douglas A. Habig, Chairman

**Responsible Representative(s):**

C. Allen Parker, Vice-President  
Donald W Van Winkle, Vice-President  
R. Gregory Kincer, Treasurer  
Robert F. Schneider, CFO  
John C Manchir, Operating Agent

Kimball Office Inc. dba Kimball  
**2018**

A handwritten signature in cursive script, reading "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

**OMNIA Partners Requirements - Exhibit G**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)****MANDATORY AFFIRMATIVE ACTION LANGUAGE****PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.



## Section 8

### OMNIA Partners Requirements - Exhibit G

---

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #4

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4, continued    **C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**  
**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>\*</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

<sup>\*</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”



**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

Vendor Name:	Kimball Office Inc.		
Address:	1600 Royal Street		
City:	Jasper	State:	IN Zip: 47546

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature \_\_\_\_\_ Do  
Pr

Don VanWinkle  
Printed Name

Director  
Title

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form[illegible]☐ Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**





**BUSINESS ENTITY ANNUAL STATEMENT**  
**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION**  
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:  
[www.elec.nj.gov](http://www.elec.nj.gov)

**FORM BE**

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

**Part 1: General Information**

Date of Statement July 30, 2019

Activity for Calendar Year 2018

☐ Check if  
Amendment

**Part 2: Business Entity Information**

Business Name Kimball Office Inc.

Business Type Other Business Organization

Address 1 1600 Royal Street

Address 2 \_\_\_\_\_

City Jasper State Indiana Zip 47546

\*(Area Code) Telephone Number 800-482-1616

**ACKNOWLEDGEMENT**

I have been authorized by the above named business entity to complete the annual statement, and certify that the statements and/or information contained herein are true. I am aware that if any of the statements or information are willfully false, I may be subject to punishment.

First Name Tonja Last Name Blackgrove

Title/Position State Contract Specialist Date July 30, 2019

\*(Area Code) Telephone Number 812-482-8573

☒ Check this box to certify the above acknowledgement.

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

\*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.



# ELEC



State of New Jersey

New Jersey Election Law Enforcement Commission

Governor Phil Murphy · Lt. Governor Sheila Oliver

Search **All of NJ** ▼ select  **Submit**

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

## Pay-to-Play

### Filing Confirmation

Thank you for filing electronically.

The Commission has received the following report: Kimball\_Form BE.pdf


Confirmation number : 20183030856

Business Entity Name : Kimball Office Inc.

Filing Year : 2018

The information was received on : 07/30/2019

If you used a software other than the Official Adobe Reader to open and fill-in the Form BE, there is a high probability that your filing will be rejected. If you have any questions or concern, refer back to the detailed instructions on the download page.

 [Print this page for your records.](#)

[TOP](#)

### Pay-to-Play

▼ [Contact ELEC](#)

[Legal References](#)

[Filing Deadlines](#)

[Forms and Instructions](#)

[File the Form BE](#)

[Subscribe to P2P News](#)

[Unsubscribe from P2P News](#)

[Seminar Registration](#)

[Search Information](#)

[Quick Data Download](#)

[FAQ's](#)

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

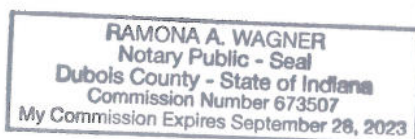
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 16 day of August,  
2019 Ramona A. Wagner  
(Notary Public)

My Commission expires: 9-28-23

  
(Affiant)  
Don VanWinkle, Director  
(Print name & title of affiant)

(Corporate Seal)



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: **U C # 001218**

Bidder/Officer: **Kimball Office Inc.**

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Officer _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Officer Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): **Don VanWinkle**

Signature: \_\_\_\_\_

Title: **Director**

Date: **3/16/19**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

09/28/11

Taxpayer Identification# 351-688-210/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, NJ 08646-0252

TAXPAYER NAME:  
KIMBALL OFFICE INC.

TRADE NAME:

ADDRESS:  
1600 ROYAL ST GOX 201  
JASPER IN 47546

SEQUENCE NUMBER:  
0100376

EFFECTIVE DATE:  
12/30/88

ISSUANCE DATE:  
09/28/11



Director  
New Jersey Division of Revenue

FORM-BRC

(04-08) D205846V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

  
\_\_\_\_\_  
Signature of Procurement Agent

**STATE OF NEW JERSEY**

**Division of Purchase & Property**

**Contract Compliance Audit Unit**

**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT**-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>351688210</b>	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>938</b>
4. COMPANY NAME <b>Kimball Office Inc.</b>		
5. STREET <b>1600 Royal St. Mail code KO222</b>	CITY <b>Jasper</b>	COUNTY <b>Dubois</b>
STATE <b>IN</b>		ZIP CODE <b>47549</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>Kimball Int'l Inc.</b>		CITY <b>Jasper</b>
STATE <b>IN</b>		ZIP CODE <b>47549</b>
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		<b>858</b>
10. PUBLIC AGENCY AWARDING CONTRACT		
CITY <b>Trenton</b>		COUNTY <b>Mercer</b>
STATE <b>NJ</b>		ZIP CODE <b>08625</b>
Procurement Bureau		
Official Use Only	DATE RECEIVED	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/ Managers	94	56	38	0	1	0	1	54	0	0	0	1	37
Professionals	80	40	40	1	0	1	1	37	1	1	1	0	37
Technicians	69	54	15	0	0	0	0	54	0	1	1	0	13
Sales Workers	71	22	49	0	1	0	0	21	1	2	0	0	46
Office & Clerical	48	11	37	0	0	0	0	11	0	0	0	0	37
Craftworkers (Skilled)	285	206	79	0	2	0	0	206	0	1	1	0	77
Operatives (Semi-skilled)	246	131	115	2	8	1	1	119	1	1	0	1	112
Laborers (Unskilled)	32	23	9	0		0	0	0	0	0	0	1	8
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>938</b>	<b>552</b>	<b>386</b>	<b>3</b>	<b>12</b>	<b>2</b>	<b>3</b>	<b>532</b>	<b>3</b>	<b>6</b>	<b>3</b>	<b>3</b>	<b>371</b>
Total employment From previous Report (if any)	1246	788	458	10	28	6	23	720	4	8	6	2	437
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	13	9	4	0	0	0	0	9	0	0	0	0	4

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>01 18 2018</b>
13. DATES OF PAYROLL PERIOD USED From: <b>8/16/19</b> To: <b>8/16/19</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Tonja L Blackgrove</b>	SIGNATURE	TITLE <b>State Contract Specialist</b>	DATE MO. DAY YEAR <b>05 18 2015</b>
17. ADDRESS NO. & STREET <b>1600 Royal St Mail Code KO222</b>	CITY <b>Jasper</b>	COUNTY <b>Dubois</b>	STATE <b>IN</b>
ZIP CODE <b>47546</b>		PHONE (AREA CODE, NO., EXTENSION) <b>812 - 482 - 8573</b>	