

CONTRACT SERVICES AND PROCUREMENT



BULLETIN



00-01

February 10, 2000

SUBJECT: Steelcase Products Discount Pricing

VENDOR: Office Depot Business Services

AGREEMENT NO.: P900004 (Attached)

DATE ISSUED: 2/1/00

TERM: 2 years

DESCRIPTION: This MEA provides Design and installation services for Steelcase Products at discount pricing.

CAMPUS CONTACT:
Elizabeth Beall
Purchasing Manager
CSULB
(562)985-8293

VENDOR CONTACT:
Gary Edelbrock
Office Depot Business Services
3366 E. Willow Street
Signal Hill, CA 90806

E-mail: gedelbrock@officedepot.com
Phone: (562)490-9173
Fax: (562)490-9099

ORDERING INSTRUCTIONS:
Campuses may place a purchase order with Office Depot Business Services referencing the Master Steelcase agreement Pricing Schedule.

CSU Distribution:
Procurement and Support Services Officers
Chief Administrative/Business Managers

STATE OF CALIFORNIA
CSU STANDARD AGREEMENT
 STD.2 (REV 7/97)

CONTRACT NUMBER P900004	AM. NO.
TAXPAYER'S FEDERAL I.D. NUMBER 592663954	

CONTRACTOR	[]
CSU AGENCY	[x]
DEPARTMENT	[]
ACCTS. PAYABLE	[]

THIS AGREEMENT, made and entered into this 3rd day of November 1999, in the State of California, by and between the Trustees of the California State University, an agency of the State of California, through its duly elected or appointed, qualified and acting

CONTRACTOR NAME Purchasing Manager	AGENCY California State University, Long Beach Trustees of the California State University,	hereafter called the CSU or University and, hereafter called the Contractor.
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WITNESSETH: That the Contractor for and in consideration of the covenants, conditions agreements and stipulations of the CSU hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

This Master Enabling Agreement under which each campus listed below may participate. Campuses or their auxiliaries shall execute individual purchase orders referencing this Agreement as confirmation to the Contractor of the assumption of payment responsibility by the campus or its auxiliary and to secure discount prices for design and installation services which includes interior space planning and installation labor services for modular systems. Individual purchase orders shall not exceed \$50,000 per CSU Policy Manual, Item 401. Payment shall be made in accordance with the provisions of each purchase order executed pursuant to this Master Pricing Agreement. The CSU makes no commitment regarding the exact total expenditure of this contract. For purposes of this Agreement, the term "Campuses" shall include only the following, all other campuses must get individual quotes.

- | | | |
|----------------------------|---------------------|--|
| San Diego State University | CSU San Marcos | CSU Long Beach (CSULB) |
| CSU Dominguez Hills | CSU Fullerton | CSU Los Angeles |
| CSU San Bernardino | CSU Channel Islands | CSU Bakersfield |
| Office of the Chancellor | CSU Northridge | Cal State Polytechnic University, Pomona |

The purpose of this Agreement is to establish a vehicle whereby the California State University may purchase services mentioned above at discounted prices in accordance with this Master Agreement and the following documents, all of which are incorporated by this reference and made a part of this Agreement. To the extent that any provision of any Exhibit may conflict with the CSU Standard Agreement or any exhibits herein, the order of precedence shall first be the CSU Standard Agreement and documents in the order noted below.

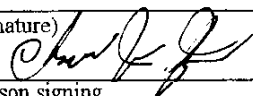
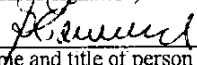
- Exhibit A General Conditions for Services, consisting of 3 pages;
 Exhibit B Contractor Proposal, consisting of 4 pages;

All services shall be coordinated through Gary Edelbrock, Office Depot Business Services. Purchase Orders shall be made to Office Depot. The CSU Project Manager, Elizabeth Beall, CSULB Purchasing Manager, shall monitor the contract use via the Contractors quarterly performance report.

The term of this Agreement is for two years from the date of a fully executed contract to be renewed upon agreement by both parties. Either party may terminate this Agreement for any reason, at any time, upon thirty days written notice to the other party. In the event of such termination, Contractor shall complete all authorized work prior to the effective date of termination or by a date mutually agreed upon in writing between the parties.

Continued on 0 sheets, each bearing name of Contractor and contract number. Total number of pages 8.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY		CONTRACTOR	
AGENCY	California State University, Long Beach Trustees of the CSU, California State University	CONTRACTOR (if other than an individual, state whether a corporation, partnership etc.) Office Depot Business Services	
BY (Authorized signature)		BY (Authorized signature) 	
Printed name of person signing	Charles W. Hughes	Printed name and title of person signing	
	Date 1/31/00	GARY EDELBROCK	
TITLE	Director of Procurement and Support Services	ADDRESS 3366 E. Willow Street, Long Beach, CA 90806	

Amount encumbered by this document \$--	Program/Category (Code and Title)		Fund title	
	(optional use)			
Prior amount encumbered for this contract \$	Item	Chapter	Statute	Fiscal Year
	Object of expenditure (Code and Title)			
Total amount encumbered to date \$				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above		T.B.A No.	B.R. No.	
Signature of Accounting Officer		Date		

GENERAL PROVISIONS FOR SERVICES

1. **Commencement of Work:** Work shall not commence under the Contract until a fully executed agreement has been received by the Contractor, and the Contractor has been given approval to proceed. Any work performed by the Contractor prior to the date of approval shall be considered as having been performed at the Contractor's own risk and as a volunteer.
2. **Invoices:**
 - (a) Invoices shall be submitted, in arrears, to the address stipulated in the Agreement. The Agreement number and Contractor's Social Security or Federal Identification number are to be included on the invoice. Final invoice shall be marked as such. Payment to the Contractor shall be made as promptly as fiscal procedures permit for performance under the Agreement.
 - (b) In the event that additional services are performed as authorized, the Contractor shall submit invoices for additional services in accordance with provisions herein.
 - (c) For work of a continuing nature, the Contractor shall submit invoices in arrears, upon completion of each phase. Contractor shall be reimbursed for travel, subsistence and business expenses necessary for the performance of services pursuant to the Agreement in accordance with CSU policy.
 - (d) Payment shall not be due until the latter of: (a) the performance completion date of services, or (b) receipt of an accurate invoice. Unless otherwise specified, payment will be made in accordance with Government Code Sections 927 et seq., as applicable.
3. **Appropriation of Funds:**
 - (a) If the term of the Contract extends into fiscal years subsequent to that in which it is approved such continuation of the Contract is subject to the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to the University under the Contract, and relieve the University of any further obligation therefor.
 - (b) University agrees that if provision (a) above is involved, commodities shall be returned to the Contractor in substantially the same condition in which they were delivered, subject to normal wear and tear. University further agrees to pay for packing, crating, transportation to Contractor's nearest facility and for reimbursement to Contractor for expenses incurred for its assistance in such packing and crating.
4. **Cancellation:** CSU reserves the right to cancel this Agreement at any time upon thirty (30) days written notice to the Contractor.
5. **Independent Status:** The Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of California. While Contractor may (or may not) be required under the terms of this Contract to carry Worker's Compensation Insurance, Contractor is not entitled to unemployment or workers' compensation benefits from the CSU.
6. **Conflict of Interest:**
 - (a) Should the Contractor provide services for preparation or development of recommendations for the actions which are required, suggested or otherwise deemed appropriate, and which include the provision, acquisition or delivery of products or service; then the Contractor must provide full disclosure of any financial interest including but not limited to service Agreements, OEM, and/or remarketing Agreement that may foreseeably allow the Contractor to materially benefit from the adoption of such recommendations.
 - (b) The CSU requires a Statement of Economic Interests (Form 700) to be filed by any Consultant (or Contractor) who is involved in the making, or participation in the making, of decisions which may foreseeably have a material effect on any CSU financial interest [reference G.C. 82019].
- (c) The CSU reserves the right to prohibit participation by the Contractor in bidding to or providing services, goods or supplies or any other related action which is required, suggested or otherwise deemed appropriate in the end product of this Agreement.
7. **Governing Law:** All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Contractor shall comply with any State or federal law applicable to Contractor's performance under this Contract.
8. **Assignments:** Without written consent of the CSU, the Contract is not assignable by Contractor either in whole or in part.
9. **Time:** Time is of the essence of the Contract
10. **Contract Alterations & Integration:** No alteration or variation of the terms of the Contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
11. **General Indemnity:** The Contractor agrees to indemnify, defend and save harmless the University, its officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Contractor in the performance of this Contract.
12. **Use of Data:** The Contractor shall not utilize any information, not a matter of public record, which is received by reason of this agreement, for pecuniary gain not contemplated by the terms of this agreement, regardless of whether the Contractor is or is not under contract at the time such gain is realized. The report, survey, or other product developed by the Contractor pursuant to this agreement is the property of the CSU, and shall not be used in any manner by the Contractor unless authorized by the CSU.
13. **Non-Performance by Contractor:** The CSU may terminate the Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the CSU may proceed with the work in any manner deemed proper by the CSU. The cost to the CSU shall be deducted from any sum due the Contractor under the Contract, and the balance, if any, shall be paid the Contractor upon demand.
14. **Personnel:** The Contractor shall make every effort consistent with sound business practices to honor the specific requests of the CSU with regard to assignment of its employees; however, the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable substitute personnel.
15. **Unfair Practices Act:** Bidders shall comply and bids shall be in accordance with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.).
16. **Nondiscrimination:**
 - (a) During the performance of this Contract, Contractor and its subcontractors shall not deny the Contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- (b) Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
- (c) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Trustees upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or Trustees shall require to ascertain compliance with this clause.
- (d) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
17. Drug-Free Workplace Certification: By accepting a contract or purchase order, the Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8355 et. seq.) and will provide a drug-free workplace by doing all of that which Section 8355 et seq. require.
18. Conflict with Existing Statute or Rule of Law: It is expressly agreed and understood by the parties hereto that if any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.
19. Dispute: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the Contractor and The CSU shall be brought to the attention of the Chief Executive Officer (or designated representative) of the Contractor and the Chief Business Officer (or designee) of The CSU for joint resolution. At the request of either party, The CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of The CSU shall be available to assist in the resolution by providing advice to both parties regarding The CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.
- Despite an unresolved dispute, the Contractor shall continue without delay to perform its responsibilities under this Agreement. The Contractor shall keep accurate records of its services in order to adequately document the extent of its services under this Agreement.
20. Confidentiality of Data: All financial, statistical, personal, technical and other data and information relating to The CSU's operations which are designated confidential by The CSU and made available to the Contractor or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure by the observance of the same or more effective procedural requirements as are applicable to The CSU. The identification of all such confidential data and information as well as The CSU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the CSU. The Contractor shall not, however, be required, by this paragraph, to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.
21. Rights and Remedies: The rights and remedies of the CSU provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law.
22. Endorsement: Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other parties name as an

endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

23. Patent, Copyright, and Trade Secret Indemnity: A contractor may be required to furnish a bond to the University against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement. In addition:
- (a) The Contractor, at its own expense, shall defend any action brought against the University to the extent that such action is based upon a claim that the product supplied by the Contractor or the operation of such product infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the University in any such action. Such defense and payment shall be conditioned on the following:
- (1) That the Contractor shall be notified within a reasonable time in writing by the University of any notice of such claim; and,
- (2) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the University have the option to participate in such action at its own expense.
- (b) Should the product, or the operation thereof, become, or in the Contractor's opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the University shall permit the Contractor at its option and expense either to procure for the University the right to continue using the product, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such product by the University shall be prevented by injunction, the Contractor agrees to take back such product and make every reasonable effort to assist the University in procuring a substitute product. If, in the sole opinion of the University, the return of such infringing product makes the retention of other products acquired from the Contractor under this contract impractical, the University shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such product and refund any sums the University has paid Contractor less any reasonable amount for use or damage.
- (c) The Contractor shall have no liability to the University under any provision of this paragraph with respect to any claim of patent, copyright or trade secret infringement which is based upon the combination or utilization of the product furnished hereunder with commodities or devices not made nor furnished by the Contractor.
24. Noncollusion Affidavit: By signing the bid, Bidder hereby certifies that the bid is not made in the interest of, or on behalf of, any undisclosed party; that the bid is genuine and not collusive, false, or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly agreed with any Bidder or anyone else to put in a false or sham bid, or to refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought to fix any overhead, profit or cost element of the bid, of that of any other Bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract.
25. Violation of Air or Water Pollution Laws. Unless the Contract is less than \$10,000.00 or with a sole-source provider, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any State or federal air or water pollution control law. If such determination is final, Government Code Section 4481 requires the State Water Resource Control Board and the Air Resources Board to notify State agencies of such persons.

Prior to an award, the University shall determine whether the intended awardee is a person included in notices from the Boards by reference to notices. No award will be made to a person who is identified either by the

published notices or by Board notification as a person in violation of State or federal air or water pollution control laws.

26. Compliance with NLRB Orders: In submitting a bid or signing a contract the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
27. Examination and Audit: For contracts in excess of \$10,000, the Contractor shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the contract in accordance with Government Code Section 8546.7. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the Contract.
28. DVBE and Small Business Participation: The State of California supports statewide participation goals of 3% for disabled business enterprises, (DVBE Program) and requires agencies to provide a 5% preference when awarding contracts to small businesses. Only small businesses certified by the Office of Small and Minority Businesses (OSMB) are eligible to receive the preference. The University encourages all contractors to use the services of DVBE and OSMB-certified small business enterprises whenever possible, and to report their use to the University.
29. Citizenship and Public Benefits: If Contractor is a natural person, Contractor certifies in accepting this Contract that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT.2105, 2268-69).
30. Americans With Disabilities Act (ADA): Contractor assures the University that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
31. Child Support Compliance Act: For any contract in excess of \$100,000, the contractor acknowledges in accordance with PUBLIC CONTRACT CODE Section 7110, that:
 - (a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - (b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Office DEPOT®

Business Services Division

November 18, 1999

California State University, Long Beach
Charles W. Hughes, J.D. C.P.M.
Director
Procurement and Support Services
1250 Bellflower Blvd.
Long Beach, CA 90840-0123

Charlie:

Office Depot could receive Furniture on site. This would be from Bakersfield South to the border. Quotes for other locations could be quoted on a specified basis.

Installation Services

Workstations are broken down into three general size categories.

- **Small** Defined as a station with up to six panels two worksurfaces, two overheads and two pedestals.
- **Medium** Defined as a station with up to 10 panels, three worksurfaces, two overheads, and two pedestals.
- **Large** Defined as a station exceeding ten panels.

Cost to install - (to receive on site, assemble and remove trash).

Small 1-5	5 hrs.
Small 6-20	4.5 hrs.
Small 21 +	4 hrs.
Medium 1-5	6 hrs.
Medium 6-20	5.5 hrs.
Medium 21 +	5 hrs.
Large 1-5	7 hrs.
Large 6-20	6.5 hrs.
Large 21 +	6 hrs.

Reconfiguration/Labor Services

- **Regular Time: 8:00am - 4:30pm** \$35.00 per man hour
- **Overtime: 4:30pm -12:00am** \$52.50 per man hour
Weekends
- **Inventory (regular business hours)** \$35.00 per man hour

Design Services

- **Design/AutoCad 14 Services and Spaceplanning** \$50.00/hour

Pricing to remain in effect for a period of 2 years from the date of a fully executed contract at that time
Office Depot to reserve the right to review pricing not to exceed 10% annual increase.

I will be your single point of contact for any and all projects.

Thank you for this opportunity.

Gary Edelbrock
Office Depot Business Services
Sr. Account Executive



List of the following locations Office Depot will service.

1. San Diego State University
2. CA State University San Marcos
3. CA State University Long Beach
4. CA State University, Dominguez Hills
5. CA State University, Fullerton
6. CA State University, Los Angeles
7. CA State University, San Bernardino
8. CA State Polytechnic University, Pomona
9. CA State University, Channel Islands
10. CA State University, Bakersfield
11. CA State University, Northridge
12. Office of the Chancellor

The following services are available to the California State University System through Office Depot Business Services Division.

For project budgeting we use an estimate of 3 Design Hours per work setting @\$50.00 per hour. Considering a design services budget of \$50,000.00 this would allow for the planning of approximately 333 work settings.

This estimate of 3 hours per work setting could change based on the number of work settings per project and the complexity of the project. Information provided by the university such as programming, block plans and architect generated building shells can reduce the hours per setting. Numerous revisions to projects can add to the hours per setting.

Interior Space Planning

These services are required at the beginning stages of a project and deal specifically with the interior space planning of an office environment. Executed by an experienced design staff, accurate information is gathered for individual and group requirements. This information is then developed into an effective space plan that supports your needs.

□ *Programming*

By conducting individual interviews with managers and personnel, our professional staff can determine individual and group requirements with regards to personal and departmental work area.

□ *Block Planning*

Our professional staff can develop general planning for departmental adjacencies, traffic flow, and storage locations. Individual and departmental square footage requirements can be determined at this time.

□ *Space-planning*

Our certified designers create effective furniture spaceplans as a result of interviewing, block planning, growth projections, and inventory documentation. Locations for electrical outlets and telephones are determined upon final approval.

□ *Installation Drawings*

Furniture installation drawings can be provided to aid in the move to a new facility or the reconfiguration of an existing one. In the case of moving to a new facility, furniture is tagged and coded to installation drawings.