Company Name:
CO Systems Source

Contract Number:
GS-29F-0177G (GS29F0177G)

Order Number:
HSCEOP-07-F-01426 (HSCEOP07F01426)

Requisition/Reference Number:
MSODAL07201

Period of Performance:
Through 9/21/2007

Services Provided:
Provides the Office of the Principal Legal Advisor (OPLA) at 606 S. Olive Street, 7th and 8th Floors, Los Angeles, California (CA) furniture.
ORDER: JR SUPPLIES OR SERVICES

1. DATE OF ORDER: 09/26/2007

2. CONTRACT NO. (If any): GS-29F-0177G

3. ORDER NO: HSCDR-07-F-01426

4. REQUISITION REFERENCE NO: MSODA07201

5. ISSUING OFFICE (Address correspondence to):
ICE/Mission Support/OFQ Dallas
Immigration and Customs Enforcement
Office of Acquisition Management
7701 N. Stemmons Freeway, Suite 300
Dallas, TX 75247

7. TO: DIRK MANNING

a. NAME OF CONTRACTOR: KIMBALL INTERNATIONAL INC

b. COMPANY NAME: CO SYSTEMS SOURCE INC

6. SHIP TO:

a. NAME OF CONSIGNEE: Dorothy Wolf (213) 891-

b. STREET ADDRESS: Office of Principal Legal Advisor
Immigration and Customs Enforcement
606 South Olive Street

6. CITY: Los Angeles

c. STATE: CA

d. ZIP CODE: 90014

8. TYPE OF ORDER:

a. PURCHASE
b. REFERENCE YOUR:

Attached quote

Pages 17-24 dated 9/24/07

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if necessary, including delivery as indicated.

10. REQUISITION OFFICE:

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

X. a. SMALL

b. OTHER THAN SMALL

c. DISADVANTAGED

d. WOMEN-OWNED

e. HUBZone

f. EMERGING SMALL BUSINESS

g. SERVICE-DISABLED VETERAN-OWNED

12. F.O.B. POINT: Destination

13. PLACE OF

a. INSPECTION

b. ACCEPTANCE

14. GOVERNMENT BIL NO.

15. DELIVER TO F.O.B. POINT

ON OR BEFORE (Date)

60 Days After Award

16. DISCOUNT TERMS

Net 30

17. SCHEDULE (See reverse for Rejections)

ITEM NO.

a. NAME OF CONSIGNEE

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:

a. NAME: DEPT OF HOMELAND SECURITY

b. STREET ADDRESS: OFFICE PRINCIPAL LEGAL ADVISOR

7701 N STEMMONS FRLW, 8TH FLOOR
CARMEN HASSELBACH 214-905-

(c) UNIT PRICE (e)

AMOUNT (f)

QUANTITY ACCEPTED (g)

(2)

(2)

$847,533.96

(2)

(2)

$847,533.96

17. TOTAL

17. GRAND

TOTAL

18. UNITED STATES OF AMERICA

19. NAME (Typed)

20. TITLE (Typing OFFICER)

Angela Avery

AUTHORIZED FOR LOCAL REPRODUCTION

PREVIOUS EDITION NOT USABLE

FFMS OBLIGATED

10-1-07
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>OFFICE TYPICAL 1 (PO-1) SIZE 150 SF</td>
<td>65 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>OFFICE TYPICAL 2 (PO-2) SIZE 300 SF</td>
<td>7 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>CONFERENCE SEAT 10: (CONFERENCE TABLE)</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>OFFICE TYPICAL 3 (PO-3) 300 SF</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005</td>
<td>WORKSTATION TYPICAL 7 (WS-7) 60 SF</td>
<td>4 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006</td>
<td>WORKSTATION TYPICAL 4 (WS-4) 60 SF</td>
<td>5 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0007</td>
<td>WORKSTATION TYPICAL 5 (WS-5) 60 SF</td>
<td>12 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0008</td>
<td>WORKSTATION TYPICAL 6 (WS-6) 60 SF</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0009</td>
<td>SEATING TASK LOCATION - OFFICE WORKSTATIONNS</td>
<td>104 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0010</td>
<td>SEATING CONFERENCE LOCATION - CONFERENCE ROOM</td>
<td>10 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0011</td>
<td>SEATING - OFFICE GUEST LOCATION - PRIVATE OFFICES</td>
<td>146 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0012</td>
<td>SEATING GUEST - WORKSTATION Continued ...</td>
<td>6 EA</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b)(4)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>0013</td>
<td>SEATING - BREAK ROOM</td>
<td>16 EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>LOCATION- BREAK RMS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0014</td>
<td>DELIVERY AND INSTALLATION AND DESIGN</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Note: Design Services clarification provided with Section 1.12.4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0015</td>
<td>PO-3 TYPICAL (LOUNGE SEATING)</td>
<td>1 EA</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The total amount of award: $847,533.96. The obligation for this award is shown in box 17(i).
1.1 Project Concept Statement

The Department of Homeland Security (DHS), Office of Immigration & Customs Enforcement, (ICE) Office of the Principal Legal Advisor (OPLA) at 606 S. Olive Street, 7th and 8th Floors, and Los Angeles, California 90014 will purchase furniture to include the following:

- Workstations
- Private office case goods
- Seating: task, guest, training and conference
- Tables: conference, training and break tables
- Filing: lateral, open shelves and mobile filing

Project Concepts and Goals

The Project Concepts/Goals that relate to furniture selection are as follows:

- Modularity and flattened workplace standards
- Flexible assembly options with minimum parts
- Shared/centralized support space (filing, etc.)
- Customized branding opportunities integrated in design (furniture)
- Integrate electrical technology into the furniture (address mobile equipment)

1.2 Product Overview

Request for Quotation (RFQ) solicits offers from the General Services Administration (GSA) Schedule furniture manufacturers to provide private office furniture, open plan workstations, training room furniture, conference room and filing with a combination of the following furniture groups:

- Group 1 - Casegoods and Conference Rooms
- Group 2 - Systems Furniture & Open Areas filing/storage
- Group 3 - Seating

1.3 General Duties/Requirements

1.3.1 General duties and requirements to be fulfilled by the Contractor are as follows:

a. The Contractor shall provide full-time management, coordination, and technical assistance. The Contractor shall provide full-time, on-site management during installation.

b. Contractor shall provide coordination services to include installation schedule that will facilitate the coordination for the removal of the existing furnishings, and the new furniture installation.
c. All furnishings are to be installed per the approved installation drawings and manufacturer’s specifications.

d. Touch-up of nicks and scratches on the furniture that occur before and during installation, and cleaning or replacement of all fabric marred during installation and shaving off all loose threads, shall be promptly addressed and remedied.

e. All furniture components shall be erected in a rigid manner, level and plumb. Systems installers shall use a laser level to ensure the top of all panels across each floor are even.

f. Installation of components and accessories that are integral to the systems furniture shall be promptly installed.

g. The Contractor is responsible for plugging in and testing all task lights prior to punch list walk-through. Five (5) working days after installation, the Contractor shall retest task lights and replace any that have failed at the Contractor’s expense.

h. All warranties must be protected at all times.

i. For all phases of this procurement, the Contractor shall be responsible for managing the delivery and installation of the product on schedule and in accordance with contract requirements.

j. The Contractor shall reimburse the Government for costs associated with repairs due to the installation effort for any damage caused by the vendor and installation team. It is incumbent upon the Contractor to identify any existing building damage prior to the commencement of each installation phase and submit a checklist to the DHS PM.

k. Contractor Equipment:
   The Contractor shall furnish any materials handling equipment necessary for completion of the delivery and installation phase. The Government will not be held responsible for loss or damage to Contractor property left unattended/unsecured.

l. The Contractor will be required to investigate and obtain proper permits for city parking, furniture installation, and any other necessary permits.

m. After the installation of all floors is completed, the Contractor shall provide the DHS PM two (2) complete sets of all specialized tools required for installation of the furniture. Specialized tools are defined, as those tools not commonly found in hardware stores.

n. No relief will be given to the Contractor for installation services outside this scope of work or performed without DHS’ written approval.

1.4 Deliveries

The loading dock shall serve as the main entry point for all products. Notification of all deliveries should be scheduled 72 hours prior to delivery and coordinated with the following local point of contact:

Dorothy Wolf
Office of the Principal Legal Advisor (OPLA)
Immigration and Customs Enforcement
HSCEOP-07-F-01426

606 South Olive Street
Los Angeles, CA 90014
(213) 894-8701 - Office (b)(2)
(213) 894-8701 - Fax

1.5 Site Visits

If a site visit is required, the site visit shall be scheduled upon receipt of order in writing to
program POC: Stephanie Sewell or the Acquisition Specialist, Thomas Jones at 7701 N.
 Stemmons Freeway, Dallas, TX 75247.

IMPORTANT NOTES FOR THE CONTRACTOR:

1.6 MAILING INVOICES TO THE GOVERNMENT FOR THIS ORDER –

Mail one invoice to the program office. The program official must determine if
goods/services have received and accepted before the Dallas Finance Center can process
the invoice for payment.

Program POC: Stephanie Sewell @ 214-905- (b)(2)
Procurement POC: Thomas Jones @ 214-905

Only complete and valid invoices are to be submitted for payment. Payments will be
made based on receipt of a proper invoice and satisfactory performance. The elements of
a proper invoice are described at Federal Acquisition Regulation 32.905. Furthermore,
vendor/contractor reminded to annotate order number HSCEOP-07-F-01426 on all
invoices for tracking, to include a valid tax ID number.

1.8 FOR COMMUNICATION OF THIS ORDER.

All Communications and Invoices must reference the order number shown in Block #3
on page 1. Payment inquiries are to be directed to Dallas Finance Center at (214) 915
6277. Direct other inquiries to Thomas E. Jones office at (214) 905 (b)(2) you can also
send me an E-Mail to: (b)(2)

The contractor is requested to acknowledge acceptance of this DELIVERY order by
signing in the space below and returning a copy of this page with signature to the
contracting officer via facsimile, # 214-905-5568, upon receipt. Please contact the
contracting officer if there are any questions or concerns.

______________________________
Signature Title

______________________________
Date
The contractor shall not accept any instruction that would result in any change to the supplies/services herein by any entity other than the issuing office’s contracting officer.

Payment will be made based on receipt of a proper invoice and satisfactory contractor performance. The elements of a proper invoice are described at Federal Acquisition Regulation 32.905. In addition to these items, the invoice must include: (1) the award document number (it is the identifier that begins with "HSCEOP"), (2) the requisition/purchase request number (generally the number in block 4) and (3) the name of the contracting officer’s technical representative or other receiving official.

All vendor warranties, explicit or implicit, pertaining to the items or services identified on this order are incorporated as a part of this order.

Vendor: Your Taxpayer Identification Number (TIN) is required on all invoices submitted to DHS for payment to be processed.

1.8 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)---

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held---
(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.
(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments;

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

[ ] it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;

[ ] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or

[ ] it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

[End of Clause]
SCHEDULE REQUIREMENTS (VOLUME I)

1.9 Group 1 – Casegoods and Conference Rooms Furniture

KIMBALL: “OSTERLEY PARK” OR EQUAL
GUNLOCKE: “KENNSINGTON” OR EQUAL
PAOLI: "GIBRALTAR" OR EQUAL
KRUG: “STRATFORD” OR EQUAL

1.9.1 Group 1 – Private Office Casegoods (Typicals: PO-1, PO-2 & PO-3)

a. All standard product line finish options shall be available as an option at no additional cost.
b. Style: Traditional / Transitional
c. Work surfaces with unsupported knee spaces of 60” or greater in length shall include steel reinforcements
d. Wires shall be managed through a cable management system tight under the work surface so as to be not visible. Wire management access and receptacles shall be provided at the desktop in devices integrated with the case goods design.
e. Single pedestal desk 72” W with lockable Box/Box/File pedestal, full modesty panel, and wire management, center drawer and two grommets.
f. Bridges shall have flip-up modesty panel for easy access to wall outlets for power and data. Work surface with two grommets.
g. Credenza 108” W x 24” D with full modesty, two 36” lateral files, cable access in back panel. Powered grommet to provide power and communications access at work surface level with two power outlets, one data and one voice.
h. Upper bookcase hutch 108” W x 16” D x 44” h with 6 hinged doors with pulls. Cabinet height above work surface 25”, cable access in back panel. Under cabinet task lighting width size to match width of hutch. Acoustical and tackable panel.
i. Mobile Box/File lockable pedestal with upholstered cushion top and lockable casters. Finish in wood veneer on all sides. Mobile, fixed and freestanding storage with box/box/file or file/file option available.
j. Cabinet systems with filing options shall accommodate letter or legal filing capabilities. All necessary hanging rails shall be included as a part of the installation.
k. Each office storage cabinet keyed alike with removable lock cylinders.
l. Task lights available and equipped with high-efficiency, rapid start, Octron-type fluorescent bulbs, with electronic ballasts
m. Keyboard tray available that accommodates keyboards of any length.
n. The adjustment shall be spring force assisted or pneumatic. Tray tilt up to 10 degrees, front to back and reverse.
o. The tray adjusts at least 6 inches vertically to accommodate different sized personnel
p. Tray arm recesses fully and pivot out of the way under the work surface for storage
q. Casegoods wardrobe cabinets available in 18 – 36 inch width.
r. Drawers on storage units operate on extra heavy duty ball bearing suspension or equal.
s. Storage units have capacity to house coats, personal items and files.
t. Storage units have leveling glides.
u. Storage units that can route data and power and house receptacles.
v. All units keyed alike with removable lock cylinders.
w. Freestanding lateral files part of the case goods product line and/or an independent freestanding lateral file system.
x. Files accommodate letter and/or legal filing capabilities as a standard from the factory. All necessary hanging rails shall be included as part of the original installation, thus avoiding the necessity to order additional parts/rails to switch from letter or legal filing at a later date.
y. Lateral files to come in 30-42 inches wide and 18-20 inches deep.
  1. 30 inches wide shall accommodate at least 34 linear inches of letter size
  2. 36 inches wide shall accommodate at least 40 linear inches of letter size and at least 34 linear inches of legal size.
  3. 42 inches wide shall accommodate at least 50 linear inches of letter size drawer.
y. Keyboard tray available that accommodates keyboards of any length.
z. Keyboard adjustment shall be spring force assisted or pneumatic. Tray tilt up to 10 degrees, front to back and reverse.
aa. Keyboard tray adjusts at least 6 inches vertically to accommodate different sized personnel.
b. Keyboard Tray arm recesses fully and pivot out of the way under the work surface for storage.
c. Finishes for privacy screens for freestanding furniture to include fabric, marker board, glazed and tackable.
dd. Full height and partial modesty panels shall be available, and shall be removable and interchangeable in the field.
ee. Pivot arm for flat screen monitors that articulates freely is available
ff. Accessory boards or rails match panel sizes as well as be off module where necessary
gg. Metal pencil drawers available with pencil tray and three storage compartments.
hh. Paper management devices available with horizontal, vertical, and diagonal options for desk top, panel mounted applications and inside the overheads.
ii. Coat hooks with the ability to attach to the panels are required

1.9.2 Group 1 – Conference Table Specifications – Seating Capacity 10

a. Wood rectangular top 132" x 48" 1-3/16" thick.
b. Horizontal and vertical cable/wire management to route cables underneath table.
c. Two Power/Data Centers. Each includes 4 duplex receptacles, voice/data, one 15 amp/125 volt circuit breaker and one 6' power cord.
d. Wood polished or painted metal or laminate bases with hinged doors to allow access to power/data cables.
1.10 Group 2 – Workstations and Open areas filing/storage

KIMBALL: “XSITE” OR EQUAL
STEELCASE: “ANSWER” OR EQUAL
HERMAN MILLER: “ETHOSPACE” OR EQUAL
HAWORTH: “PREMISE” OR EQUAL
KNOLL: “REFF” OR EQUAL
ALLSTEEL: “TERRACE” OR EQUAL

1.10.1 Group 2 - Workstation Specifications (Typicals: WS-4, WS-5, & WS-6)

a. All products shall be manufactured as new products

b. All products shall meet or exceed all applicable ANSI/BIFMA performance standards

c. The furniture system shall have capacity to be configured with commonly available tools. Any special tool(s) required to assemble product shall be provided at no additional cost.

d. The furniture system shall have capacity to be configured with commonly available tools. Any special tool(s) required to assemble product shall be provided at no additional cost.

e. All products shall have a warranty covering all materials and workmanship, 12-year minimum with up to 3 shifts. If you exceed this requirement, please describe period and define any exclusion.

f. All products shall be the manufacturer’s standard product as offered on GSA schedule.

g. Work surfaces with unsupported knee spaces of 60” or greater in length shall include steel reinforcements

h. Finish options shall include laminate, veneer and painted surfaces

i. Receptacles shall be numbered (coded) with circuit identification. The isolated circuit designator shall be color coded differently than non-isolated circuit receptacles.

j. Electrical component shall feature an 8-wire, 4-circuit capability with one safety ground and one isolated ground wire. In addition, a multi outlet distribution center (some type of extension cord) with surge protector and passive infrared sensors for energy

k. Wires shall be managed through a cable management system tight under the work surface so as to be not visible. Provide power and data outlets and access at the panel base and panel worksurface height. Work surface height power and data outlets must be connected to integrated raceways in the panel at that height.

l. Work surface widths shall match panel widths and can mount off module.

m. All hardware included

n. Laminate work surface edges shall be post-formed in a single sheet of material that wraps the front and back edges and continues under the work surface, creating a clean protective edge.

o. Adjustable height work surfaces shall be available as an option for use in limited applications to meet physically challenged personnel needs. The method of adjustment shall be electrical, by push of a button and/or by lever action.
p. Frames to be available in a minimum of six different heights ranging from 38-86 inches high
q. Frame width options to include various widths ranging from 12-48 inches.
r. Define panel thickness
s. Frames to allow for horizontal lay in capability versus fish through for all voice and data cables.
t. Tiles finish options to include painted, ribbed and perforated steel, tackable and/or acoustical, wood, vinyl, marker board, glass, pass through, and privacy doors.
u. Frames to allow for a full range of component mounting heights, "adjustable" in maximum 1-inch increments, except where screws are required in certain slot locations.
v. Frames to include self-leveling adjustable glides for uneven floors
w. Filler Pieces - All exposed ends of frames to be covered with hard surface finished trim pieces.
x. Within a 56 inch high frame (+/- 1-2 inches) multiple levels of electrical and/or voice and data can be accommodated. The DHS prefers at least 6 levels to be accommodated
y. Fabric covered tiles to carry a Sound Transmission Class (STC) rating of 28 or greater.
z. Frames to accommodate off-module connections and be non-progressive (the capability to remove a panel frame without disturbing adjacent frames).
aa. Base plate knockouts have the ability to be stored in the base if electrical is reconfigured to alleviate additional inventory requirements.
bb. Raceways shall comply with ANSI EIA/TIA 568 Wiring Codes to include as a minimum: Bend radius for CommScope Ultra Media 4-pair UTP Cat 5E cables Bend radius of 2.5 inches or more for Siecor Freedom (Single Mode) 6-individual-strand fiber optic cables
cc. Frames to accommodate hanging components on either side of the panel frame without requiring load balancing.

dd. Frames shall have the ability to be powered and non-powered. Frames shall also have the option to be powered at the factory to ship with power as required and at no additional cost to the customer.

1.10.2 Group 2 – 5 High Lateral Files Specifications & 2 High Lateral File Specifications
a. 36”W x 24”D x 66”H Freestanding 5 drawer lateral file
b. Rails for filing side-to-side and front-to-back and are adjustable for letter or legal sizes.
c. Files accommodate letter and/or legal filing capabilities as a standard from the factory. All necessary hanging rails shall be included as part of the original installation, thus avoiding the necessity to order additional parts/rails to switch from letter or legal filing at a later date.
d. Four 12”H drawers and one 13-1/2” lift-up door with fixed shelf.
e. Integral pulls on units with flush steel front
f. Metal pulls on units with rounded steel fronts
1.11 Group 3 – Seating

KIMBALL: “SKYE” OR EQUAL
STEELCASE: “THINK” OR EQUAL
HERMAN MILLER: “AERON” OR EQUAL
HAWORTH: "IMPROV TAG" OR EQUAL
KNOLL: “LIFE” OR EQUAL
ALLSTEEL: “19” OR EQUAL

1.11.1 Group 3 – Task Seating Specifications
a. The depth of the seat pan to be between 16-20 inches.
b. The chair shall offer a pneumatic seat height adjustment
c. The seat height adjustment range shall be at least four (4) inches high.
d. Chair shall offer an independent adjustable lumbar and upper back support.
e. The adjustable arm shall offer a vertical height adjustment range of at least 4 inches and a pivot adjustment including an inward and outward motion.
f. The base of the chair shall be made of aluminum and/or metal/steel.
g. Chair seat shall include a waterfall construction.
h. The chair should have at least a twelve-year "three shift" warranty on parts and labor.
i. Labels and/or user guides, for adjustment mechanisms, shall be attached to the chair.
j. Chair base shall have hard casters for carpet.

Conference Seating

KIMBALL: “STATURE” OR EQUAL
SIT ON IT: “GLOVE ACTIVE” OR EQUAL
HAWORTH: "IMPROV TAG" OR EQUAL
HARTER: “LASSITER” OR EQUAL
ALLSTEEL: “SUM” OR EQUAL

1.11.2 Group 3 – Executive Conference Seating Specifications – should all of the specifications as listed for the task seating with the following additions:
a. The chair shall offer tilt swivel with knee tilt.
b. Chair shall offer a passive ergonomic lumbar support.
c. The chair shall be mid-back height and fully upholstered
d. The chair shall offer fully upholstered arms
e. At least 60% of the total content of the chair shall be made up of recycled materials.
f. Chair shall be priced mid-grade upholstery fabric and have a leather option.

1.11.3 Group 3 – Private Office Guest Seating Specifications
KIMBALL: “ACAPELLA” OR EQUAL
STEELCASE: "KATHRYN" OR EQUAL
GUNLOCKE: "CARVER" OR EQUAL
CABOT WRENN: "TERRACE HUNT" OR EQUAL
KRUG: "KITA" OR EQUAL

a. The chair shall be constructed of double-doweled hardwood frame
b. The chair shall offer an upholstered seat
c. Chair shall have mid-grade upholstery fabric.
d. The chair shall offer a wood back.
e. The chair offers three (3) arm options

1.11.4 Group 3 – Private Office Lounge Seating

a. Lounge Seating with one (1) three seat sofa and two (2) chairs
b. Three Seat sofa: 72"W x 34"D x 34"H (approximate)
c. Lounge Chairs: 36"W x 34"D x 34"H (approximate)
d. Seating shall be constructed of hardwood joined by dowels with wood screw reinforcement
e. Seat foundation shall be unidirectional webbing
f. Seat and back interior high resilient foam
g. Back Support webbing with woven overlay
h. Arms hardwood insert with foamed upholstery board
i. Priced as mid-grade fabric (Grade 3 or Grade C Fabric)
j. Fully upholstered seat, back and arms (arms may have a solid wood trim)

1.11.5 Group 3 – Workstation Guest Seating Specifications

ALLSTEEL: “TOLLESON” OR EQUAL
HAWORTH: "ZODY" OR EQUAL
KIMBALL: "EVENT" OR EQUAL
HERMAN MILLER: “ASIDE” OR EQUAL
SOURCE INTERNATIONAL: “STAXX” OR EQUAL

a. The depth of the seat pan to be between 16-20 inches.
b. The chair shall be constructed of metal/steel tubular frame
c. The chair shall offer an upholstered seat
d. Chair shall have mid-grade upholstery fabric.
e. The chair offers three (3) arm options
f. Base shall be sled base

1.11.6 Group 3 – Breakroom Seating Specifications

ALLSTEEL: “NIMBLE” OR EQUAL
HAWORTH: "SYSTEM 12" OR EQUAL
HARVER: "SLING" OR EQUAL
KNOLL: “GIGI STACKING” OR EQUAL
a. The depth of the seat pan to be between 16-20 inches.

b. Chair shall offer a model with arms.

c. Chair shall offer a metal frame construction.

d. Chair shall offer molded polypropylene backrest.

e. Chair shall be available as stacking or nesting.

f. Stacking chair can stack to 4 or more high.

g. The base of the chair shall be made of aluminum and/or metal/steel.

**TYPICAL OFFICES DESIGN (VOLUME I)**

1.12 Office Typicals

1.12.1 Three (3) office typicals will be used for the product requirement as well as for pricing. When actual offices/workstations are fully coordinated with the facilities requirements they will vary in size, quantity, configuration and/or components from those attached for evaluation. The typical names and sizes are as follows:

<table>
<thead>
<tr>
<th>Typical Name</th>
<th>Typical Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO-1</td>
<td>150 SF</td>
</tr>
<tr>
<td>PO-2</td>
<td>300 SF</td>
</tr>
<tr>
<td>PO-3</td>
<td>380 SF</td>
</tr>
<tr>
<td>WS-4,5,6,7</td>
<td>60 SF</td>
</tr>
</tbody>
</table>

1.12.2 The Contractor is to convert the typical offices described in Section 4, into its specific product lines. A plan view, an isometric, are required for each typical in 1/4 inch scale. An itemized list of components/bill of materials without pricing is required for each typical.

1.12.3 The goal shall be to create an innovative workstation that reflects the most innovative solutions and products the offeror has to offer. Upon review of the proposed typicals the government reserves the right to make recommended adjustments so that the offer better reflect the users’ needs.

1.12.4 The design services performed by the Contractor will include preparing complete floor plans and performing site measurements to insure all furniture will layout as in the conceptual drawings. The Contractor is to ensure measurements are correct and that is reflected in the installation drawings. Drawings can and will be performed after award.
REQUEST FOR QUOTATION  
(THESE ARE NOT AN ORDER)  

1. REQUEST NO.  
H8010-07-Q-00103  
6. DELIVER BY (Date)  
2. DATE ISSUED  
03/21/2007  
7. DELIVERY  
8. TO:  

5a. ISSUED BY  
ICE/Mission Support/OAQ Dallas 7701 N. Stemmons Fwy, 75247  

5b. FOR INFORMATION CALL (NO COLLECT CALLS)  
6. DELIVER BY (Date)  

a. NAME  
Thomas Jones  
b. COMPANY  
Kimball Int'lc/oSystems Source  
c. STREET ADDRESS  
DHS,ICE,7701 N. Stemmons Freeway  
d. CITY  
Dallas  
e. STATE  
TX  
f. ZIP CODE  
75247  

a. NAME OF CONSIGNEE  
Thomas E. Jones  
b. STREET ADDRESS  
1600 Royal Street  
c. CITY  
Jasper  
d. STATE  
IN  
e. ZIP CODE  
47549-1001  
f. STATE  
TX  
g. ZIP CODE  
75247  

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5b ON OR BEFORE CLOSE OF BUSINESS (Date)  
09/24/2007 1430 CT  

11. SCHEDULE (Include applicable Federal, State and Local taxes)  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/ SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Office Typical 1 (PO-1) Size 150 SF</td>
<td>65</td>
<td>EA</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>0002</td>
<td>Office Typical 2 (PO-2) Size 300 SF</td>
<td>7</td>
<td>EA</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>0003</td>
<td>Conference Seat 10: (Conference Table)</td>
<td>1</td>
<td>EA</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>0004</td>
<td>Office Typical 3 (PO-3) 300SF</td>
<td>1</td>
<td>EA</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>

Continued...

12. DISCOUNT FOR PROMPT PAYMENT  

<table>
<thead>
<tr>
<th>a. 15 CALENDAR DAYS (%)</th>
<th>b. 20 CALENDAR DAYS (%)</th>
<th>c. 30 CALENDAR DAYS (%)</th>
<th>d. CALENDAR DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 Cal. Days 1.5%</td>
<td>0</td>
<td>0</td>
<td>30</td>
</tr>
</tbody>
</table>

NOTE: Additional provisions and representations are not attached.  

13. NAME AND ADDRESS OF QUOTER  
Kimball International  
1600 Royal Street  
Dubois  
Jasper  
IN  
47549-1001  

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION  

15. DATE OF QUOTATION  
09-24-07  

16. SIGNER  
Dirk Manning  
812  
462-1600  

STANDARD FORM 18 (REV. 0-95)  
Prescribed by GSA-FAR (48 CFR) 53.215-1(a)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0005</td>
<td>WORKSTATION TYPICAL 7 (WS-7) SIZE: 60SF - KIMBALL</td>
<td>4</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0006</td>
<td>WORKSTATION TYPICAL 4 (WS-4) SIZE: 60SF - KIMBALL</td>
<td>5</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0007</td>
<td>WORKSTATION TYPICAL 5 (WS-5) SIZE: 60SF - KIMBALL</td>
<td>12</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0008</td>
<td>WORKSTATION TYPICAL 6 (WS-6) SIZE: 60SF - KIMBALL</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0009</td>
<td>SEATING TASK: LOCATION- OFFICE WORKSTATIONS - KIMBALL</td>
<td>104</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0010</td>
<td>SEATING CONFERENCE: LOCATION- CONFERENCE ROOM - KIMBALL</td>
<td>10</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0011</td>
<td>SEATING - OFFICE GUEST LOCATION- PRIVATE OFFICES - KIMBALL/NATIONAL</td>
<td>146</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0012</td>
<td>SEATING GUEST - WORKSTATION - KIMBALL</td>
<td>6</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0013</td>
<td>SEATING - BREAK ROOM LOCATION- BREAK RMS - KIMBALL</td>
<td>16</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0014</td>
<td>MAIL ROOM LOCATION - DRAWING - OMITTED BY STEPHANIE SEWELL</td>
<td>1</td>
<td>EA</td>
<td>OMITTED</td>
<td></td>
</tr>
<tr>
<td>0015</td>
<td>DELIVERY AND INSTALLATION AND DESIGN</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>0016</td>
<td>PO-3 TYPICAL (LOUNGE SEATING)- KIMBALL</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See Attached Statement of Work along with ATTACHMENT "A" and "B" for additional Line Item description.

Issue Purchase Order to: Kimball International
c/o Systems Source, Inc.
1600 Royal Street
Jasper, IN 47549-1001
Fax PO to Jeff Bryant 317-234-5424

(b)(4)

DUN's #
Tax ID #

(b)(2)

$ 847,533.94
6.2 Materials

Pricing shall be based on the Scope of Work as described in Section 2, the product specifications as described in Section 6 and the workstation typicals as identified in Section 7 & 14. Pricing should be based on a Grade 2 or Grade B Fabric and Standard Finishes selections. The list prices offered shall be the current GSA contract prices.

6.2.1 Bill of Materials

An itemized list of components/bill of materials (BOM) for each private office and workstation typical is required. Workstation pricing must include electrical as noted in the typicals.

6.2.2 Group 1 – Casework and Conference Room

<table>
<thead>
<tr>
<th>Typical Name</th>
<th>Typical Size</th>
<th>Estimated Qty</th>
<th>Unit List Cost Per Typical</th>
<th>Extended List Cost</th>
<th>Standard GSA Contract Discount</th>
<th>Above MOL Discount</th>
<th>Extended Lowest Net Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO-1</td>
<td>150 SF</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO-2</td>
<td>300 SF</td>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO-3</td>
<td>380 SF</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conference Seat 10</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL Offices only</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7.2.3 Group 2 – Systems Furniture and Open Areas Storage

<table>
<thead>
<tr>
<th>Typical Name</th>
<th>Typical Size</th>
<th>Estimated Qty</th>
<th>Unit List Cost Per Typical</th>
<th>Extended List Cost</th>
<th>Standard GSA Contract Discount</th>
<th>Above MOL Discount</th>
<th>Extended Lowest Net Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>WS-4</td>
<td>60 SF</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WS-5</td>
<td>60 SF</td>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WS-6</td>
<td>60 SF</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 6.2.4 Group 3 - Seating

<table>
<thead>
<tr>
<th>Seating Name</th>
<th>Use</th>
<th>Estimated Qty</th>
<th>Unit List Cost per Typical</th>
<th>Extended List Cost</th>
<th>Standard GSA Contract Discount</th>
<th>Above MOL Discount</th>
<th>Extended Lowest Net Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task SKYE</td>
<td>Offices Wkstns</td>
<td>104</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conf</td>
<td>Conf Rm</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office Guest</td>
<td>Offices</td>
<td>146</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wkstn Guest</td>
<td>Wkstns</td>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Break Room</td>
<td>Break Rms</td>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO-3</td>
<td>Lounge Seating 3 pieces (1 sofa &amp; 2 chairs)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 6.2.5 Group 4 - Mail Room

<table>
<thead>
<tr>
<th>Typical Name</th>
<th>Typical Size</th>
<th>Estimated Qty</th>
<th>Unit List Cost per Typical</th>
<th>Extended List Cost</th>
<th>Standard GSA Contract Discount</th>
<th>Above MOL Discount</th>
<th>Extended Lowest Net Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mail Room</td>
<td>drawing</td>
<td>1</td>
<td>$</td>
<td>$</td>
<td>%</td>
<td>%</td>
<td>OMITTED</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>1</td>
<td>$</td>
<td>$</td>
<td>%</td>
<td>%</td>
<td>OMITTED</td>
</tr>
</tbody>
</table>

### 6.3 Design and Specifications Services

Provide the firm fixed cost for design and specifications services based on the office typicals as identified in Section 7 & 14, and the Scope of Work as described in Section 2.

6.3.1 Group 1 – Private Office Casegoods and Conference Room

6.3.2 Group 2 – Workstations and Open-areas filing/storage
6.3.3 Group 3 – Seating

6.3.7 Group 7 – Mail Room $ OMITTED PER STEPHANIE SEWELL

6.4 Installation Services

Provide the firm fixed cost for installation based on the office typicals as identified in Section 7, and the Scope of Work as described in Section 2.

6.4.1 Group 1 – Private Office Casegoods and Conference Rooms

6.4.2 Group 2 – Workstations and Open area filing/storage

6.4.3 Group 3 – Seating

6.4.4 Group 7 – Mail Room $ OMITTED PER STEPHANIE SEWELL

6.1 Additional Pricing Requirements

Additional firm fixed pricing for potential storage needs is required below but will not be included in the evaluation of this proposal. The Contractor must be able to provide and manage off-site storage services if required. The storage location must be within 30 miles of the new facility. Please provide:

6.1.1 Storage cost per month per square foot: [Redacted] (b)(4)

6.1.2 Estimated storage cost per month for product: [Redacted] (b)(4)

6.3 Total Project Cost: $869,300.80

<table>
<thead>
<tr>
<th>Section Item</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1.1 Group 1 Casegoods and Conference Room Furniture</td>
<td>[Redacted] (b)(4)</td>
</tr>
<tr>
<td>4.2.1 Group 2 Systems and Filing/Storage</td>
<td></td>
</tr>
<tr>
<td>4.3.1 Group 3 Seating</td>
<td></td>
</tr>
<tr>
<td>4.1.1 Installation Services &amp; Design/Dealer Services – Group 1</td>
<td></td>
</tr>
<tr>
<td>4.2.1 Installation Services &amp; Design/Dealer Services – Group 2</td>
<td></td>
</tr>
<tr>
<td>4.3.1 Installation Services &amp; Design/Dealer Services – Group 3</td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>