



AMENDMENT NO.: 2
Contract No.: 56120000-19-ACS
Contract Title: Furniture, (All Types)

This Amendment (“Amendment”) to the Furniture, (All Types) Alternate Contract Source No. 56120000-19-ACS (“Contract”), is entered into between the State of Florida, Department of Management Services (“Department”) and Kimball Office, Inc.. (“Contractor”), collectively referred to herein as the “Parties.”

Recitals

WHEREAS, the Department entered into a Contract with Kimball Office, Inc. on July 2, 2020 for the provisions of furniture;

WHEREAS, the Contractor’s name as listed in the Contract, Kimball Office, Inc., must be amended to reflect the Contractor’s registered corporation name, Kimball International Brands, Inc., listed as active with the Florida Department of State Division of Corporations;

WHEREAS, the Contract may be amended by mutual agreement as provided in section 6.9, Exhibit B, Special Contract Conditions of the Contract; and

WHEREAS, this Amendment reflects the modification of the Contractor’s name only. All rights and obligations under this Contract shall remain and Kimball International Brands, Inc. agrees to perform all Contractual responsibilities.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract. The “Contract”, as used herein, whether capitalized or not, means the Contract for Furniture, (All Types) (Contract No. 56120000-19-ACS), including any amendments or modifications to such Contract; and any purchase orders made pursuant to the Contract, either before or after the effective date of this Amendment.

II. Contractor. Following the effective date of this Amendment, the term “Contractor” as used in the Contract shall refer to Kimball International Brands, Inc. Kimball International Brands, Inc. agrees to be bound by and fully perform all obligations, duties, and responsibilities, and to abide by all terms and conditions specified in the Contract as awarded to Kimball Office, Inc.

III. Conflict. To the extent any of the terms of this Amendment conflict with any other terms of the Contract, the terms of this Amendment shall control.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

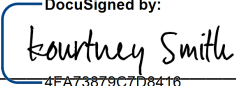
V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. The effective date of this Amendment shall be the date of the final signature to this Amendment.

IN WITNESS THEREOF, the Parties hereto have caused this Amendment to be executed and incorporated into the Contract by their duly authorized undersigned officials.

State of Florida:
Department of Management Services

Contractor:
Kimball International Brands, Inc.

By:  CE05E769572C45E...

By:  4FA73879C7D8418...

Name: Cliff Nilson

Name: Kourtney Smith

Title: Director, State Purchasing

Title: EVP, COO Workplace & Health, Kimball Int'l

Date: 6/3/2022 | 4:46 PM EDT

Date: 5/6/2022 | 5:05 PM PDT