

2012 Chair Committee Recommendations

All of the chairs below are available for viewing and ordering from Purchasing. These are the only chairs that can be purchased through the four (4) year contract period.

<u>Chair Name</u>	<u>Manufacturer</u>	<u>Distributor</u>	<u>Price Range</u>
Improve HE	Haworth	encompus	\$ 531.71
Improve Tag	Haworth	encompus	\$ 515.63
Lively	Haworth	encompus	\$ 309.14
Very	Haworth	encompus	\$ 381.41
Zody	Haworth	encompus	\$ 522.02
Delivery Charge \$36.00 for 1 st chair, each add'l chair per order \$9.00			
Celie	Herman Miller	AOI	\$ 498.00
Celie (w/upholstery)	Herman Miller	AOI	\$ 572.00
Includes Delivery		AOI	
Everest	ADI	OID	\$ 547.00
Connexion	Teknion	OID	\$ 543.00
Projek	Teknion	OID	\$ 405.00
Savera (Mid-back)	Teknion	OID	\$ 352.00
Savera (High-back)	Teknion	OID	\$ 362.00
Includes Delivery		OID	
Loover (High back)	Global	Pay-Less Office Products	\$ 387.49
Weev (Medium Back)	Global	Pay-Less Office Products	\$ 315.14
Weev (High Back)	Global	Pay-Less Office Products	\$ 327.25
Duet (Side Chair)	Global	Pay-Less Office Products	\$ 86.60
Delivery \$40.00/1st chair. Additional chairs in order- \$20.00 per chair.			
No delivery charge on side chair.			
HIWM3 Mid Back Mesh	Hon	Staples	\$ 296.55
HIWM3 Mid Back Upholstered	Hon	Staples	\$ 265.05
4041 Polymer (Stack Chair)	Hon	Staples	\$ 249.30 (4 pack)
Includes Delivery			

C-12-0700

RECEIVED

DEC 12 2012

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL SUPPLY
FOR
OFFICE SEATING
BID NUMBER 12-249**

**AOI Corporation
8320 Cody Drive
Lincoln, NE 68512
402-476-0055**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **AOI Corporation, 8320 Cody Drive, Lincoln, NE 68512**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Supply for Office Seating, Bid No. 12-249** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to proposal as listed on the Award Recommendation Sheet.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a four (4) year term with the option for one (1) additional four-year term.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Specifications
 4. Instructions to Bidders
 5. Insurance Requirements
 6. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jan E Rose
City Clerk



CITY OF LINCOLN, NEBRASKA

[Signature]
Mayor

Approved by Resolution No. A-87192

dated 1-30-13

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

[Signature]
Public Building Commission Attorney

[Signature]
Chairperson, Public Building Commission

dated 02-12-13

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

[Signature]
For Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
[Signature]
[Signature]
[Signature]

dated 12/18/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary



(SEAL)

Adi Corporation
Name of Corporation

8510 Cody Drive, 10812
(Address)

By: 
Duly Authorized Official

Melinda Stanton / Account Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

2012 Chair Committee Recommendations

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 These are the only chairs that can be purchased through the four (4) year contract period.

<u>Chair Name</u>	<u>Manufacturer</u>	<u>Distributor</u>	<u>Price Range</u>
Improve HE	Haworth	All Makes	\$ 611.16
Improve Tag	Haworth	All Makes	\$ 592.68
Lively	Haworth	All Makes	\$ 346.84
Very	Haworth	All Makes	\$ 425.76
Zody	Haworth	All Makes	\$ 582.72
Delivery Charge \$17.00 per Order			All Makes
Celle	Herman Miller	AOI	\$ 498.00
Celle (w/upholstery)	Herman Miller	AOI	\$ 572.00
Includes Delivery			AOI
Everest	ADI	OID	\$ 547.00
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Includes Delivery			

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	12-249	Department	Purchasing	Department
Title	Annual Supply - Office Seating	Building		Building
Bid Type	RFP	Floor/Room	Suite 200	Floor/Room
Issue Date	09/12/2012	Telephone	1 (402) 441-8309	Telephone
Close Date	9/26/2012 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rwalla@lincoln.ne.gov	Email

Supplier Information

Company AOI CORPORATION
 Address 8320 Cody Drive
 Lincoln, NE 68512
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 4760055 3213
 Fax 1 (402) 4764506
 Email mstanton@aocorp.com
 Submitted 9/24/2012 2:04:41 PM CST
 Total \$0.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Activities _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Renewal is an Option	Contract Extension Renewal is an option.	No
7	Contact	Name of person submitting this bid:	Melinda Stanton
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	References	I have attached my References to the Response Attachment section of this bid.	Yes
10	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
11	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Pricing is current until the manufacturer has a price increase but the discount will remain the same for four years.
12	Delivery	State number of delivery days ARO for each chair order. FOB to the City/County at the location specified with all transportation charges paid.	approx 25 business days
13	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent 1 original and 5 copies of my proposal as requested in the Specifications.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-249 for the Annual Supply of Office Seating is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes: See RFP delivered to Robert Walla at City of Lincoln Purchasing.

Response Total: \$0.00

Item	Mfg	Cat	Generi	Tag	Qty	Part Number	Alias 1	Part Description	Sell	Ext Sell	List	Ext List
1	HMI	HST	EC		1	AE113AWB		+Wk Chr,Aeron,Std-Ht Pneu.,Tit Lim/Ang,Adj Arms,NonupstPds/B +adjustable PostureFit support +graphite +2 1/2" hard caster, black yoke, carpet +black +pellicle-Pr Cat 1 +pellicle classic carbon	\$ 773.50	\$ 773.50	\$ 1,467.00	\$ 1,467.00
2	HMI	HST	EC		1	AE113AWC		+Wk Chr,Aeron,Std-Ht Pneu.,Tit Lim/Ang,Adj Arms,NonupstPds/C +adjustable lumbar support +graphite +2 1/2" hard caster, black yoke, carpet +black +pellicle-Pr Cat 1 +pellicle classic carbon	\$ 756.00	\$ 756.00	\$ 1,432.00	\$ 1,432.00
3	HMI	HST	LZ		1	MR123AAM		+Wk Chr,Mirra,Std-Ht, Tit Lim/Ang,Adj Arms/Seat, TriFlex Back +adjustable lumbar support +graphite +2 1/2" hard caster, black yoke, carpet +black +aireweave-Pr Cat 1 +aireweave graphite dark	\$ 639.50	\$ 639.50	\$ 1,199.00	\$ 1,199.00
4	HMI	HST	LZ		1	MR123AAF		+Wk Chr,Mirra,Std-Ht, Tit Lim/Ang,Adj Arms/Seat, Uphst TriFlex Back +adjustable lumbar support +graphite +2 1/2" hard caster, black yoke, carpet +black +aireweave-Pr Cat 1 +aireweave graphite dark +latitude-Pr Cat 3 +latitude graphite	\$ 695.50	\$ 695.50	\$ 1,311.00	\$ 1,311.00
5	HMI	HST	TR		1	CJ123AACC		+Wk Chr,Celle,Std-Ht, Tit Lim/Ang,Adj Arms/Seat,Cellular Susp seat and bck +adjustable lumbar support +graphite +2 1/2" hard caster, black yoke, carpet +black	\$ 498.00	\$ 498.00	\$ 916.00	\$ 916.00
6	HMI	HST	TR		1	CJ123AAUF		+Wk Chr,Celle,Std-Ht, Tit Lim/Ang,Adj Arms/Seat,uphst cushion seat,uphst back +adjustable lumbar support +graphite +2 1/2" hard caster, black yoke, carpet +black +latitude-Pr Cat 3 +latitude graphite +latitude-Pr Cat 3 +latitude graphite	\$ 572.00	\$ 572.00	\$ 1,064.00	\$ 1,064.00

Aeron

Aeron

Mirra

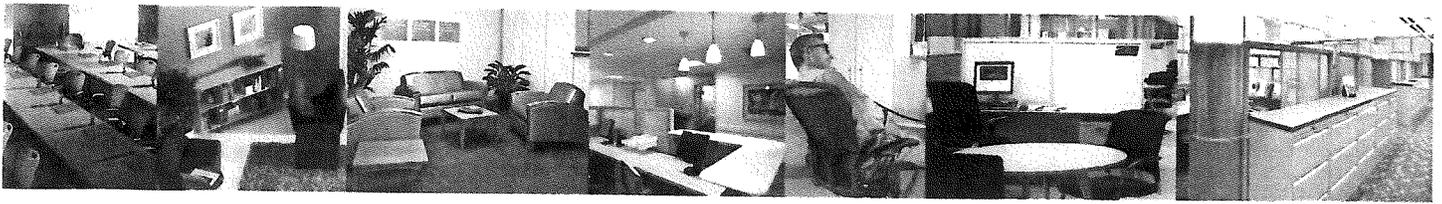
Mirra

Celle

Celle

SIZE
A, B OR
C
FOR Aeron

* Delivery Included



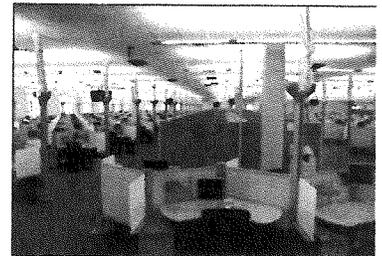
AOI - Related Project Experience

NRECA
8701 Firethorn Lane
Lincoln, NE 68520
Contact: Pam Zimbelman
pam.zimbelman@nreca.coop
402-483-9218

Vivo: 145 Workstations, Tu cabinets & pedestals,
National Waveworks: 18 Private Offices, Aeron,
Mirra
Melinda Stanton – Account Manager

Verizon
1600 Innovation Drive
Lincoln NE
Contact: Eileen Smith
eileen.smith@verizonwireless.com
614-560-2600

Resolve: 650 Workstations, AO2: 100
Workstations, Passage: 8 Private Offices
Aeron, Mirra
Melinda Stanton – Account Manager



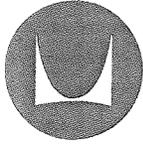
Fiserv (Information Technologies)
1345 Old Cheney Road
Lincoln, NE 68512
Contact: Chuck Fricke
Assistant Vice President
chuck.fricke@fiserv.com
402-423-2682

AO2: Three Buildings, Private Offices:
Meridian 5000, Mirra, Ergon
Melinda Stanton – Account Manager
August 2009 (last building completed)

Assurity
2000 Q Street
Lincoln, NE 68503
Contact: Bill Schmeekle
bschmeekle@assurity.com
402-476-6500

Resolve: 4 Floors: 450 Workstations
50 Ethospace Work areas
500+ Embody Chairs
500 Baker Height Adjustable Tables
Melinda Stanton – Account Manager
Project Completed –December 2011





A warranty is a promise.

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

Our warranty covers everything—including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

It recognizes the changing nature of work and the need for products that can stand up to continuous use.

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

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

12 years	All products sold under the Herman Miller brand, including Herman Miller Healthcare and Geiger®, are backed by our 12-year, 3-shift warranty, except as limited or described below.	Accessories	
		5 years	Markerboard, RoomTune® tackboard, Twist™ LED task light
		1 year	C2® climate control and Babble® voice privacy system
Herman Miller Products		Herman Miller International Collection™	
5 years	Advo™ chairs	5 years	
Herman Miller Healthcare Products		Herman Miller Textile Alliance Program™ Fabrics	
5 years	Compass™ above-bed light	3 years	
3 years	Compass system faucets; electric motors for height-adjustable tables and keyless entry lock bar (CT620)	Herman Miller Design on Textile (DOT™) and Customer's Own Image (COI) Products	
1 year	Compass system faucet sensors	1 year	
Herman Miller Classic Products		Herman Miller Options® and Vary Easy®	
3 years	Eames® lounge chair and ottoman, chaise, sofa compact, and two- and three-seat sofas		Standard product warranty unless otherwise noted on individual product quotes
1 year	Capelli stool; Eames molded plywood lounge and dining chairs, molded plastic chairs, wire chairs, molded plywood coffee table, molded plywood folding screen, walnut stool, elliptical table, wire-base table, Hang-It-All® rack, and desk and storage units; Goetz™ sofa; Nelson™ basic cabinet series, coconut chair, marshmallow sofa, miniature chests, platform bench, platform bench cushion, and swag leg group; Noguchi® table	All Other Products, Parts, and Services	
Lifework® Portfolio		5 years	Electronic ballasts used in task lighting
1 year	Airia™ desk and media cabinet; Cognita™ storage bench; Enchord™ desk and mobile cabinet; Sense™ desk, desktop cabinet, and media cabinet	3 years	All service parts
Thrive™ Portfolio		1 year	Energy Manager (PT130. and PT131.) and Qt™ Quiet technology
5 years	Ardea® personal light, Flute™ personal light, Leaf® personal light, single monitor arm (Y7520), dual monitor arm (Y7521), laptop holder (Y7522), laptop/projector stand (Y7524), and Connect power and data	6 months	All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, fans, keyless locks, and other electronic products for which no warranty is given
1 year	Scooter® stand with wood top	Other Manufacturers' Products	
		2 years	Magis- and Mattiazzi-branded products are warranted for two years from the date of purchase by the original purchaser.
		None	Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open-line laminates.

Provisions that apply to all Herman Miller-branded products and services:

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302, Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty which fails under normal use as a result of a defect in material or workmanship; Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, part, or component must have been used according to Herman Miller's published instructions and installed and maintained by a Herman Miller factory-trained technician or an authorized Herman Miller dealer installer. If these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty. Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Herman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes due to aging or exposure to light
- marks, scars, or wrinkles occurring naturally in leather

- veins, marks, voids, fissures, or cracks found naturally in stone
- In addition, Herman Miller does not warrant:
- failure resulting from normal wear and tear
 - the matching of colors, grains, or textures of natural materials
 - the colorfastness or the matching of colors of textiles, including an exact match to cuttings, samples, or to swatch cards
 - damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight
 - discoloration of Lyris™ and Balance white textiles due to soiling, stains, or dye transfer from clothing including denim

Herman Miller tests Customer's Own Material (COM) and other customer-supplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Herman Miller does not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Herman Miller's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific legal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective September 2011.

HermanMiller

For more information about our products and services or to see a list of dealers, please visit us at www.hermanmiller.com or call (800) 851 1196.

© 2011 Herman Miller, Inc., Zeeland, Michigan

© ® Herman Miller, Ardea, Babble, C2, Eames, Herman Miller Options, Leaf, Lifework, RoomTune, Scooter, and Vary Easy are among the registered trademarks of Herman Miller, Inc., and its owned subsidiaries.

™ Advo, Airia, Cognita, Compass, DOT, Enchord, Flute, Herman Miller International Collection, Lyris, Nelson, Sense, Thrive, and Twist are among the trademarks of Herman Miller, Inc., and its owned subsidiaries.

SM Textile Alliance Program is a service mark of Herman Miller, Inc.

Geiger is a registered trademark of Geiger International.

Goetz is a trademark of Mark W. Goetz.

Hang-It-All is a registered trademark of Lucia Eames Demetrios, d.b.a. Eames Office.

Noguchi is a registered trademark of The Isamu Foundation and Garden Museum.

Qt Quiet technology is among the trademarks of Cambridge Sound Management, Inc.

SPECIFICATIONS ERGONOMIC OFFICE SEATING

1. GENERAL INFORMATION

- 1.1 The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission (hereinafter referred to as Owners) are issuing this Request For Proposal for the purpose of identifying Vendors to provide affordable, safe and ergonomically correct seating.
- 1.2 Office chairs from the following manufacturers are currently being purchased by the Owners for the various departments and agencies: **Cramer, Haworth, Herman Miller, ADI and Steelcase**
 - 1.2.1 The Owners do not have a preference for the brands of chairs to be purchased as long as they meet or exceed the requirements of these specifications.
 - 1.2.1.1 All chairs proposed by the Vendors must be presented and shown to a selection committee during an interview process conducted at the City/County Purchasing office.
 - 1.2.2 Only the newest models of chairs offered by manufacturers can be presented and provided by Vendors under a contract award.
- 1.3 All firms who are factory-authorized distributors for these manufacturers are hereby requested to submit price proposals.
 - 1.3.1 The Owners welcome pricing from other competitive bidding efforts such as, WSCA, Corporate Express, US Communities, State of Nebraska, etc.
 - 1.3.2 Any pricing resulting from competitive bidding efforts of others should be clearly marked using the contract number or reference and the entity holding the contract identified.
 - 1.3.2.1 A copy of the contract shall be attached to the written response.
- 1.4 **Vendors must submit an electronic response on the City/County Purchasing Ebid System AND a written response which will be received in the City of Lincoln/Lancaster County Purchasing Office prior to the date and time listed in the Ebid header.**
 - 1.4.1 Proposals received after the specified day and hour will not be accepted.
 - 1.4.2 One (1) original and Six (6) copies of the written proposal shall be submitted to the attention of Robert Walla, Assistant Purchasing Agent for the City of Lincoln/Lancaster County.
 - 1.4.3 Written Response must be delivered/sent to:
City/County Purchasing
Robert Walla
Office Seating
440 So. 8th Street
Lincoln, NE 68508
- 1.5 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Bob Walla, Asst. Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax:(402)441-6513.
 - 1.5.1 These inquiries and/or responses shall be distributed to prospective Vendors electronically as an addenda.
 - 1.5.2 The Owners shall only reply to written inquiries received within five (5) calendar days of bid opening.
 - 1.5.3 Any communication with City, County or PBC staff, other than the Purchasing Dept, is prohibited and may result in the rejection of bid.
- 1.6 The term of the agreement shall be four (4) years from date of execution by all parties with the option to renew for one (1) additional four (4) year term upon mutual consent by all parties.
 - 1.6.1 Vendors shall update their chair offerings during the contract term as new models are made available by the manufacturers.
 - 1.6.1.1 Updated chairs must have similar warranty and pricing.

2. **PRICING**

- 2.1 The Owners request pricing for the full line of seating offered by the Vendor, including dedicated task, multi-task, managerial, side, lobby, conference room and stacking chairs.
- 2.2 Indicate on the written response the following information for each chair being proposed:
 - 2.2.1 Seating manufacturer
 - 2.2.2 Warranty Information for all parts
 - 2.2.3 The manufacturer's price list to be used as the basis of pricing for the initial term of agreement.
 - 2.2.4 The discount schedule to be applied against the manufacturer's price list, clearly indicating any applicable quantity price break discounts.
 - 2.2.4.1 If separate discount structures apply to different series of seating within the manufacturer's line, attach a separate sheet in your written response that clearly identifies the applicable series and discount structures.
- 2.3 In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following procedure must be followed:
 - 2.3.1. Vendor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 - 2.3.2. Such notice must be accompanied by a copy of the Supplier's advisory or notification to the Vendor of price changes.
 - 2.3.3. No price escalation will be authorized in excess of the amount of the increase referred to on the Supplier's notice.
 - 2.3.4. Purchasing shall issue a contract Amendment with revised pricing upon receipt and approval which will be executed by both parties for the remaining term of the contract.
 - 2.3.5. The approved price change shall be honored for all orders received by the Vendor after the effective date of such price change.
 - 2.3.6. Approved price changes are not applicable to orders already issued and in process at time of price change.
 - 2.3.7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
 - 2.3.8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
 - 2.3.9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
 - 2.3.10. Vendors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.
 - 2.3.11 **No price increase will be allowed the first two years of the initial contract period.**
- 2.4 Vendors are encouraged to propose various seating options that are at various price points which are ergonomic with sufficient warranties.
- 2.5 The Owners currently purchase approximately 70-90 task chairs per year and 50-70 side chairs per year.
 - 2.5.1 This amount is variable based on departmental needs and no quantities are guaranteed for awarded Vendors.

3. **ORDERING**

- 3.1 The Vendor representative responsible for the administration of this agreement shall individually assist the various departments and agencies in placing orders, including sizing the chair to the individual, selecting appropriate chair features, fabric selection and quoting final contract pricing.
- 3.2 Orders will be placed on an as-needed basis with no minimum or maximum order quantity implied or promised.

4. TRADE-IN ALLOWANCE

- 4.1 In order to reduce the amount of surplus property managed by the Purchasing Division, and to provide a means of disposing of surplus and obsolete stock, the Owners request that Vendors offer trade-in allowances for surplus office seating replaced by new seating purchased from the Vendor (even if it is nominal, such as hauling it away free of charge).
 - 4.1.1 The terms and conditions of such trade-in allowances shall include the following terms:
 - 4.1.1.1 Trade-ins are offered on an as-is, where-is basis; and no warranties whether expressed or implied are intended regarding the condition of the seating or fitness of the seating for specific applications.
 - 4.1.1.2 Vendor is responsible for all transportation away from Owners premises.
 - 4.1.1.3 To every extent possible, Vendor agrees to dispose of any trade-ins received by re-use seating or component recycling of seating parts that will divert materials from the Sanitary Landfill.
 - 4.1.2 Vendors shall indicate in their written response their willingness to accept such trade-ins, trade-in allowances, and any additional terms associated with such trade-ins.

5. WARRANTIES

- 5.1 Include in your written response a full and complete statement of applicable warranty terms and conditions.
- 5.2 Your proposal shall explain full details of the warranty components, including but not limited to:
 - 5.2.1 Frame/structural components
 - 5.2.2 Fabrics/upholstery
 - 5.2.3 Pneumatic cylinder/casters
 - 5.2.4 Normal use warranty
 - 5.2.5 24 x 7 Shift warranty
 - 5.2.6 Maximum weight capacity (as advertised and/or certified)

6. DELIVERY

- 6.1 Vendor shall indicate any delivery and assembly charges to locations throughout the City of Lincoln.
- 6.2 Assemble and inspect chairs for compliance with order specifications.
- 6.3 Deliver chair direct to the ordering individual.
- 6.4 Once chairs are ordered and delivered, and upon request, the Vendor representative shall make arrangement to demonstrate the selected chair features and to assist the customer in adjusting the chair to maximize comfort and support in their individual work space.
 - 6.4.1 Review adjustment features, proper seating posture, and normal maintenance/care procedures with individual.

7. MAINTENANCE REQUIREMENTS

- 7.1 Vendor shall perform all administration of warranty claims.
- 7.2 Vendor shall provide factory-trained personnel for field repairs.
- 7.3 Provide similar loaner chair if in-shop repairs are required.
- 7.4 Vendor shall reply to all chair complaints within 24 hours of call from customer.
 - 7.4.1 Service work or replacement must be completed within 24 hours of response from Vendor.

8. DEMONSTRATOR CHAIRS

- 8.1 Vendor must provide demonstrator chairs of the exact brand and model of chair being awarded, which will be assigned to, and located in, the City/County Purchasing Division during the duration of the contract, including all features and adjustments as those being bid.
- 8.2 Each chair shall have a plastic sleeve with the chair name, color, features, price and fabric selection chart to assist in the ordering process of selected chairs.
- 8.3 A catalog and fabric chart for every chair selected will be provided to the Purchasing office in addition to the plastic sleeve.
 - 8.3.1 Company representative shall assist in conducting periodic office ergonomics seminars sponsored by City/County Safety and Training personnel as requested.

- 8.3.2 All firms selected and offered final contracts will be asked to participate in a vendor fair at the City/County Building on Wednesday October 24, 2012 from 11am to 1pm to introduce the new seating.
- 8.3.2.1 The vendor fair will be structured as an open house where all City/County/PBC employees are invited to attend on a specific day (or half day) to meet the new Contractors and see demonstrations of the new seating.

9. EVALUATION CRITERIA AND AWARD

- 9.1 Contract awards will be made to the most responsive Vendor whose proposal complies with all the requirements of this Request for Proposal and any addenda, except for such minor defects as may be waived by the Owners.
- 9.2 Evaluation criteria will include, but not be limited to:
 - 9.2.1 Pricing structure
 - 9.2.2 Warranty terms and conditions
 - 9.2.3 Comfort and fit of the chairs
 - 9.2.4 Depth and variety in the chair line, including special needs (i.e., big/tall, large weight, small, etc.)
 - 9.2.5 Vendor services
 - 9.2.6 Repair services
 - 9.2.7 Ergonomics and Safety Features
 - 9.2.8 Comfort and Adjustability of chairs
 - 9.2.9 Any additional Vendor services, manufacturer's warranties, etc. offered by the Vendor to the benefit of the Owners.

10. SUBMITTAL REQUIREMENTS

- 10.1 Submit one (1) original and six (6) copies of your Written Proposal prior to the day and time listed on the bid information.
 - 10.1.1 **You must also complete the electronic portion of this proposal on the E-bid System.**
 - 10.1.1.1 The electronic response of this proposal will include information such as addendums, term agreement and acknowledgment of requirements.
 - 10.1.1.2 Electronic response will be printed and made a part of proposal.
- 10.2 The following documents must be included in each written proposal package:
 - 10.2.1 The Proposal information.
 - 10.2.2 Any attachments to the Proposal Form required by this Request for Proposal (detailed discount structure, additional services).
 - 10.2.3 Complete statement of warranty terms and conditions including labor & materials
 - 10.2.4 A complete explanation of all exceptions to this Request for Proposal, detailed on company letterhead.
 - 10.2.5 Manufacturer's Price List to be used as basis of pricing for initial term of Agreement.
 - 10.2.5.1 Chair specifications, if not included in Manufacturer's Price List.
 - 10.2.6 Chart of available fabric selections and corresponding ordering codes.
 - 10.2.7 Catalogs from manufacturer for office seating being proposed.
 - 10.2.8 At least (2) two references where the chairs being offered are currently in use.