

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			

DO 12360

AMENDMENT TO CONTRACT
CITY OF LINCOLN, LANCASTER COUNTY, LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
ANNUAL SUPPLY FOR OFFICE SEATING - HAWORTH
SOLE SOURCE
FIRST RENEWAL

C - 15 - 0061

This Amendment is hereby entered into by and between encompas, 1512 Grand Boulevard, Kansas City, MO 64108 (hereinafter "Contractor") and the City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of Amending the Contract C-14-0129, dated March 11, 2014, and D.O. No. 10833, dated March 13, 2014, (the "Contract"), for the Annual Supply for Office Seating - Haworth (Sole Source), which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is March 13, 2014 through March 12, 2015, with the option to renew for two (2) additional one (1) year terms; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning March 13, 2015 through March 12, 2016; and

WHEREAS, the estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$20,000.00 without approval by the Lancaster County Board.

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$20,000.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$2,000.00 without prior approval by the Public Building Commission.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under County Contract C-14-0129 and D.O. No. 10833, and stated herein the parties agree as follows:

1. The Contract shall be renewed for an additional one (1) year term beginning March 13, 2015 through March 12, 2016.
2. The estimated expenditures for Lancaster County Departments for the term of this renewal shall not exceed \$20,000.00 without approval by the Lancaster County Board.
3. The estimated expenditures for City Departments for the term of this renewal shall not exceed \$20,000.00 without prior approval by the City of Lincoln.
4. The estimated expenditures for the Lincoln-Lancaster County Public Building Commission for the term of this renewal shall not exceed \$2,000.00 without prior approval by the Public Building Commission.
5. All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 27 day of January, 2015

Todd Wilby
Deborah
Anna B. Queen
Larry Hudkins
Bill Henry

City of Lincoln

Executed this 2nd day of January, 2015

Steve Kubla
Finance Director

Approved by Directorial Order No. 012360

Executed this 27 day of Jan, 2015

Deborah
Lancaster County Attorney

Larry Hudkins
Lincoln-Lancaster County Public Building Commission

Jeffery R. Rindzaitis
Public Building Commission Attorney

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	ENCOMPAS CORPORATION
By:	<u>[Signature]</u>
By:	HOLMAN WEIST
Title:	VICE-PRESIDENT
Company Address:	1512 GRAND BLVD. KANSAS CITY, MO 64108
Company Phone & Fax:	816-300-1122 FAX: 816-300-1123
E-Mail Address:	HELMAN@ENCOMPASKC.COM
Contact Person for Orders or Service:	JOANIE VILLARREAL
Phone Number:	816-285-6478

14020112

CONTRACT DOCUMENTS

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

**Annual Supply
for
Office Seating - Haworth
(Sole Source)**

**encompas
1512 Grand Boulevard
Kansas City, MO 64108
816-300-1122**

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

THIS CONTRACT, made and entered into this 13th day of March 2014, by and between **encompas, 1512 Grand Boulevard, Kansas City, MO 64108**, 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, to-wit:

For providing **Annual Supply for Office Seating - Haworth (Sole Source)** and,

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, as follows:

Annual Supply for Office Seating - Haworth (Sole Source)

2. The Owners agrees 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 pricing listed on encompas' quotation sheet (Attachment A), a copy thereof being attached to and made a part of this Contract. Standard delivery for a single chair will be charged at \$36.00 with additional chairs (on that order) being billed at \$9.00 each. This formula will apply to all deliveries of 15 chairs or less. The 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 Owner's 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 both parties for a one (1) year term with the option for two (2) additional one (1) year renewals.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Attachment A - Pricing Sheet
 3. Attachment B - Discount Schedule
 4. Attachment C - Specifications
 5. Attachment D - Insurance Requirements
 6. Nebraska Tax Exempt forms

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.

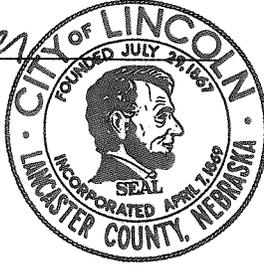
The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

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

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Hubka
Finance Director

Approved by Directorial Order No. 10833

dated 3/13/14

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Marcus A. Browder
Public Building Commission Attorney

Larry Hubka
Chairperson, Public Building Commission

dated 3/11/14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Gregory Schram
County Law

The Board of County Commissioners of
Lancaster, Nebraska

John Schorr
Brett Swanson
Larry Hubka
Jane Hudd
Amundson Absent

dated 3/11/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

 _____ (SEAL)
Secretary

encompas
Name of Corporation

707 SOUTH 15TH STREET
(Address) OMAHA, NE 68102

By:  _____
Duly Authorized Official

vice president
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



encompas

140214-City of Lincoln-
encompas-City of Lincoln-Seating Price-#11640 AA

02-17-2014

Rec#	Mfg	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
1	HAE	1	M251-1G43	Improv H.E. Hibk, Fab Uph Plstc Bk, Plstc Bse, Lumbar W/Tlt Lk, Flipper Arm,Gel Cap, Hd Cstrs,	531.71	531.71
			(~)	UNDECIDED COLOR GRD A		
			,~~	UNDECIDED COLOR GRD A		
			,TR~~	UNDECIDED COLOR GRD A		
2	HAE	1	F235-2W43	ImprovTag,Mesh Back/Fab Seat,Plastic Base,3D Arms,Hrd Cas,Tl,Lmbr	515.63	515.63
			(~)	UNDECIDED COLOR GRD A		
			,~~	UNDECIDED COLOR GRD A		
			,S0~~	UNDECIDED GRD A		
3	HSV	1	SCT-20-7145	Very Task Chair,Fab Seat,Mesh Bk,4D Arms,Plstc Bse Hd Ctrs,Bk Lk,Fwd Tlt, W/Lum,	381.41	381.41
			(~)	UNDECIDED COLOR GRD A		
			,~~	UNDECIDED COLOR GRD A		
			,MS~~	UNDECIDED COLOR GRD A		
			,TR~~	UNDECIDED COLOR GRD A		
			,TR~~	UNDECIDED COLOR GRD A		
4	HZY	1	SZT-20-724MA1	Zody Task, Fab St,Mesh Bk,4D,Pal,BkLk,FwdTlt,Foam,Adj St,Alum Bs,HrdCstr	522.02	522.02
			(~)	UNDECIDED COLOR GRD A		
			,~~	UNDECIDED COLOR GRD A		
			,MA~~	UNDECIDED COLOR GRD A		
			,TR~~	UNDECIDED COLOR GRD A		
			,TR~~	UNDECIDED COLOR GRD A		



encompas

140214-City of Lincoln-
encompas-City of Lincoln-Seating Price-#11640 AA

02-17-2014

Rec#	Mfg	Qty	Part Number	Part Description	Cust\$	EXT Cust\$
5	HAS	1	SLT1-2T-7145A	Lively Task,4D Arms, Lumbar, Back Lck/Fwd Tilt, Hrd Casters, Adj Seat, Fab Seat, Tension Back	309.14	309.14
			(~)	UNDECIDED COLOR GRD A		
			,~~	UNDECIDED COLOR GRD A		
			,3T~~	UNDECIDED COLOR GRD A		
			,TR~~	UNDECIDED COLOR GRD A		
Total Customer:						\$2,259.91

Discount Schedule
LINCOLN LANCASTER CITY PUBLIC BUILDING

N041296 - 11640 AA for orders shipping to continental U.S. locations, accessing domestic price list

Product Group	Systems Products	Seating Products	Freestanding Products	Wood Casegoods	Tables	List Dollar Value	Customer Discount Product Only
I Regular Lead Time RUSH**	UniGroup® NW/WT PLACES® NW/WT UniGroup Too, Compose Adaptable Components				UniGroup® NW/WT PLACES® NW/WT	\$1-\$884.016 \$884.017-\$2,062.706 \$2,062,707 or More	70.9% 74.78% Negotiable
II Regular Lead Time RUSH**		Accolade®, Monaco® System 58				\$1 or More	63.6%
III Regular Lead Time RUSH**	PLACES® FW			PLACES® Wood Casegoods Orlando™, Tripoli™ Vancouver™, York / Masters	PLACES® Galene™, Series K™, Tripoli™	\$1 or More	54.55%
IV Regular Lead Time RUSH**	if®		950 Series Files, PLACES® Freestanding Steel		if®	\$1 or More \$1-\$1,456.027 \$1,456.028 or More	44.45% 64.68% Negotiable
V Regular Lead Time RUSH**		Look™ Improv®, System 12				\$1 or More	58.4%
VI Regular Lead Time RUSH**		X99®				\$1 or More	61.7%
VII Regular Lead Time RUSH**		Kinetics®, Zooney Chu			Kinetics®, Tactics® Planes	\$1 or More	44.45%
VIII Regular Lead Time RUSH**		Composites™, Forenze™, Galene™, Hello™, Prescott™, Tally™, Tuxedo™, ToDo®				\$1 or More	56.93%
IX Regular Lead Time RUSH**	PREMISE® NW/WT Moxie™				PREMISE®	\$1 or More \$1-\$727.214 \$727.215-\$1,772.421 \$1,772.422 or More	44.59% 68.15% 70.65% Negotiable
X Regular Lead Time RUSH**		Zody, Very Very Task				\$1 or More	56%
X Regular Lead Time RUSH**		Cassis, Candor Lively				\$1 or More	57%
X Regular Lead Time RUSH**						\$1 or More	59%

Product Group	Systems Products	Seating Products	Freestanding Products	Wood Casegoods	Tables	List Dollar Value	Customer Discount Product Only
XI Regular Lead Time	RACE®		PREMISE® Casegoods NW/WT Moxie™ FS Storage X Series™ Files and Pedestals V Series™ Files and Pedestals			\$1-\$1,408,848 \$1,408,849 or More	63.5% Negotiable
RUSH**						\$1 or More	55.25%
XII Regular Lead Time	European Product Jump@Stuff, BRAZO Boogie@ Board Castelli For Haworth					\$1 or More	40%
RUSH**						\$1 or More	35%

Price List: Holding May 30, 2011 thru November 01, 2014.

**Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in this program.

A. Only the items stated within each product group may be combined on a single purchase order for purposes of attaining a higher discount tier and/or negotiable discount tier. DIFFERENT PRODUCT GROUPS OR LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.

B. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

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.