

C-12-5000
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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.

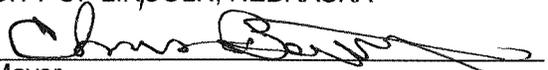
IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

CITY OF LINCOLN, NEBRASKA



Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

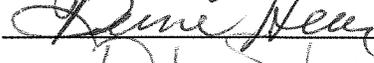
EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:


For _____
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska









dated 12/18/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary



(SEAL)

ADL CORPORATION
Name of Corporation

9320 Cody Dr, Losiz
(Address)

By: [Signature]
Duly Authorized Official

Melinda Stanton
Legal Title of Official Manager

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

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	Suite 200	Building
Bid Type	RFP	Floor/Room		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@aoicorp.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 escallation/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

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	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			
Celle	Herman Miller	AOI	\$ 498.00
Celle (w/upholstery)	Herman Miller	AOI	\$ 572.00
Includes Delivery			
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			
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			

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,NonuphstPds/B	\$ 773.50	\$ 773.50	\$ 1,467.00	\$ 1,467.00
						PJ		+adjustable PostureFit support				
						G1		+graphite				
						BB		+2 1/2" hard caster, black yoke, carpet				
						BK		+black				
3D		+pellicle-Pr Cat 1										
2	HMI	HST	EC		1	AE113AWC		+Wk Chr,Aeron,Std-Ht Pneu.,Tit Lim/Ang,Adj Arms,NonuphstPds/C	\$ 756.00	\$ 756.00	\$ 1,432.00	\$ 1,432.00
						AJ		+adjustable lumbar support				
						G1		+graphite				
						BB		+2 1/2" hard caster, black yoke, carpet				
						BK		+black				
3D		+pellicle-Pr Cat 1										
3	HMI	HST	LZ		1	MR123AAM		+Wk Chr,Mirra,Std-Ht,Tit Lim/Ang,Adj Arms/Seat,TriFlex Back	\$ 639.50	\$ 639.50	\$ 1,199.00	\$ 1,199.00
						AJ		+adjustable lumbar support				
						G1		+graphite				
						BB		+2 1/2" hard caster, black yoke, carpet				
						G1		+graphite				
4	HMI	HST	LZ		1	MR123AAF		+Wk Chr,Mirra,Std-Ht,Tit Lim/Ang,Adj Arms/Seat,Uphst TriFlex Back	\$ 695.50	\$ 695.50	\$ 1,311.00	\$ 1,311.00
						AJ		+adjustable lumbar support				
						G1		+graphite				
						BB		+2 1/2" hard caster, black yoke, carpet				
						G1		+graphite				
5	HMI	HST	TR		1	CJ123AACC		+Wk Chr,Celle,Std-Ht,Tit Lim/Ang,Adj Arms/Seat,Cellular,Susp seat and bck	\$ 498.00	\$ 498.00	\$ 916.00	\$ 916.00
						AJ		+adjustable lumbar support				
						G1		+graphite				
						BB		+2 1/2" hard caster, black yoke, carpet				
						G1		+graphite				
6	HMI	HST	TR		1	CJ123AAUF		+Wk Chr,Celle,Std-Ht,Tit Lim/Ang,Adj Arms/Seat,uphst cushion seat,uphst back	\$ 572.00	\$ 572.00	\$ 1,064.00	\$ 1,064.00
						AJ		+adjustable lumbar support				
						G1		+graphite				
						BB		+2 1/2" hard caster, black yoke, carpet				
						G1		+graphite				
						BK		+black				
						8M		+latitude-Pr Cat 3				
						01		+latitude graphite				
						8M		+latitude-Pr Cat 3				
						01		+latitude graphite				

Aeron

Aeron

Mirra

Mirra

Celle

Celle

SIZE
A, B OR
C
FOR AERON

* Delivery Included



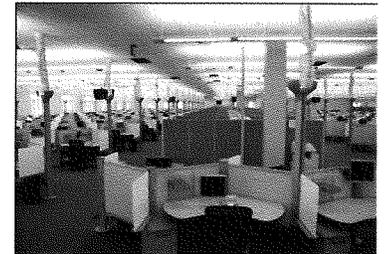
AOI - Related Project Experience

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.

Herman Miller Products

5 years Advo™ chairs

Herman Miller Healthcare Products

5 years Compass™ above-bed light

3 years Compass system faucets; electric motors for height-adjustable tables and keyless entry lock bar (CT620)

1 year Compass system faucet sensors

Herman Miller Classic Products

3 years Eames® lounge chair and ottoman, chaise, sofa compact, and two- and three-seat sofas

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

Lifework® Portfolio

1 year Airia™ desk and media cabinet; Cognita™ storage bench; Enchord™ desk and mobile cabinet; Sense™ desk, desktop cabinet, and media cabinet

Thrive™ Portfolio

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

1 year Scooter® stand with wood top

Accessories

5 years Markerboard, RoomTune® tackboard, Twist™ LED task light

1 year C2® climate control and Babble® voice privacy system

Herman Miller International Collection™

5 years

Herman Miller Textile Alliance Program™ Fabrics

3 years

Herman Miller Design on Textile (DOT™) and Customer's Own Image (COI) Products

1 year

Herman Miller Options® and Vary Easy®

Standard product warranty unless otherwise noted on individual product quotes

All Other Products, Parts, and Services

5 years Electronic ballasts used in task lighting

3 years All service parts

1 year Energy Manager (PT130. and PT131.) and Qt™ Quiet technology

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

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.

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™ Advo, Airía, 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.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission "Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

C-12-0702

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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**

**Office Interiors & Design, Inc.
121 Cherry Hill Blvd.
Lincoln, NE 68510
402-484-7500**

**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 **Office Interiors & Design, Inc., 121 Cherry Hill Blvd., Lincoln, NE 68510**, 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Richard Lohman

Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

James ...

Bernice ...

Richard ...

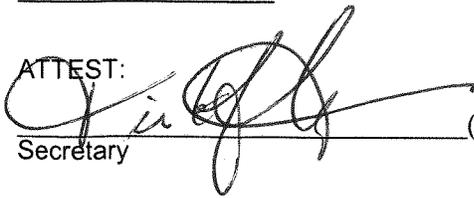
Scott ...

dated 12/18/12

EXECUTION BY CONTRACTOR

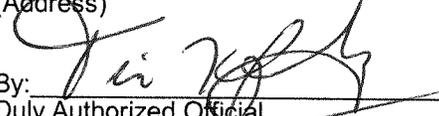
IF A CORPORATION:

ATTEST:


Secretary _____ (SEAL)

OFFICE INTERIORS & DESIGN, INC.
Name of Corporation

121 CHERRY HILL BLVD.
(Address)

By: 
Duly Authorized Official

Sec. Pres.
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

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		Suite 200	Floor/Room
Issue Date	09/12/2012	Floor/Room		Telephone
Close Date	9/26/2012 12:00:00 PM CST	Telephone	1 (402) 441-8309	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company OFFICE INTERIORS & DESIGN, INC.
 Address 121 CHERRY HILL BLVD.
 LINCOLN, NE 68510

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 484-7500
 Fax 1 (402) 484-7575
 Email
 Submitted 9/26/2012 9:39:08 AM CST
 Total \$0.00

Signature _____

Supplier Notes

Teknion seating and ADI seating

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.	Yes
7	Contact	Name of person submitting this bid:	Nancy Kraft
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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	yes to A
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.	20-30 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: Teknion Seating and ADI seating

Response Total: \$0.00

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	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
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			



OFFICE INTERIORS
& DESIGN

Teknion “Connexion”

NCTMNYNS

**Size 2 High Back Task
Chair With Lumbar Element
& With 4D Arms**

Grade 1 fabric

\$543.00

--Add \$48 for Chrome Base



OFFICE INTERIORS
& DESIGN

ADI "Everest"
EV-HB-03-SS
Task Chair With
Gel Height & Width
Adjustable Arms

Grade 1 fabric
\$547.00

--Add \$30 for vinyl seat & back



OFFICE INTERIORS
& DESIGN

Teknion "Projek"

NPRTNN

Mesh Back Task Chair

With 3D Arms

Grade 1 fabric

\$405.00

--Add \$21 for Chrome Base



OFFICE INTERIORS
& DESIGN

Teknion "Savera"

NSAYF1NP

**Mid-Back Task Chair
& 4D Arms**

Grade 1 fabric

\$352.00



OFFICE INTERIORS
& DESIGN

Teknion "Savera"

NSAYH1NP

**High-Back Task Chair
& 4D Arms**

Grade 1 fabric

\$362.00



OFFICE INTERIORS
& DESIGN

RFP/Ergonomic Office Seating

12-249

September 25, 2012

Robert Walla
Lancaster County Purchasing
440 S. 8th Street Suite 200 SW Wing
Lincoln, NE 68508-2830

Dear Bob,

I am submitting for your review ADI/Art Design International for your consideration. Enclosed are the ADI list price sheets dated April 2010. I have spent some time and thought regarding this RFP and I would like to share with you my reasons for proposing the ADI seating product. First is the construction of every ADI chair which uses the ergonomic system of braided polyethylene straps stretched over a tubular steel frame. This is a much better sit than a wood platform. Second is the variety of task, multi-shift and 500-lb. bariatric seating available from ADI. And third, ADI pricing is reasonable, which I know is a great concern to you.

I look forward to reviewing the ADI line with you. Listed below are the specifics.

- **2.2.4** ADI discount of .4383 of list price dated April 2010 (Please note the 5% increase that must be added)
- **4.1** Trade-In Allowance
Trade-ins picked up and recycled at no cost to Lincoln/Lancaster County.
- **5.1 &** Warranty
 - **5.2** **Single Shift:** Lifetime warranty on all chair parts, including frame, casters, arms, pads, gas lift and mechanism.
Exclusions: Fabric and laminated wood chair parts (Golf & Multiply stack chairs).
Carded Fabrics: Warranted for 5 years.
Laminated Wood Chairs: 5 years.
Multiple Shift: Five years on all parts and fabrics. All upholstery fabrics are affixed with zippers for low cost field replacement to keep the government's investment in the frame and components in use through the warranty.
- **6.1** No charge for assembly and delivery of chairs.

I have assisted over 1500 clients in the past 19 years to find the correct chair for their work environment. I look forward to assisting Lincoln and Lancaster County employees' seating needs.

Respectfully submitted,

Nancy Kraft-Account Manager



OFFICE INTERIORS
& DESIGN

RFP/Ergonomic Office Seating

12-249

September 25, 2012

Robert Walla
Lancaster County Purchasing
440 S. 8th Street Suite 200 SW Wing
Lincoln, NE 68508-2830

Dear Bob,

I am submitting for your review Teknion Seating for your consideration. Enclosed are the Teknion list price sheets dated September 24, 2012. I have studied the Teknion Seating and found the construction, sit, durability and overall comfort to be superior. The Teknion Connexion task chair size two offers a mesh back and a taller overall frame. The Teknion Savera and Savera XL (Heavy Duty) fully upholstered task chair and the new Projek task chair with mesh back offer comfort and great price value. I have attached construction notes on all the Teknion chairs I am proposing.

I look forward to reviewing Teknion seating with you. Listed below are the specifics.

- **2.2.4** Teknion discount of .5376 of list price dated September 24, 2012
- **4.1** Trade-In Allowance
Trade-ins picked up and recycled at no cost to Lincoln/Lancaster County.
- **5.1 &** Warranty
 - 5.2** Teknion limited lifetime warranty. Exceptions:
 - Moving parts (glides, casters)—5 years
 - Seating mechanisms and pneumatic cylinders—10 years
 - Connexion and Savera XL chairs are warranted based on multi-shift usage (24 hours per day, 7 days a week) as follows:
 - Free from defects in material and workmanship for a period of 3 years.
 - Seating mechanism and pneumatic cylinders—3 years
 - Moving parts, fabric & foam—2 years
 - For single shift use (40 hour week) Connexion is warranted for 10 years.
- **6.1** No charge for assembly and delivery of chairs.

Thank you for the opportunity to present Teknion Seating.

Respectfully submitted,

Nancy Kraft - Account Manager

everest Big and Tall chair

To Order: Add any options from left to right and then add the fabric name and color number.
An example: EV-D-B-01 Theory Lime: Everest, Director Back 01 Arms.



EV-D-B-02



EV-H-3-26

+5%

Specifications

Designed for the big and tall person with a 500 lbs rated capacity. Reinforced 14 gauge steel structure and Suspension technique. 1½" medium-density foam on backrest. 2¾" layered high-density molded foam and sheet foam on seat. Heavy duty control with ratchet back and 500N cylinder.

27" cast aluminum base with 3" heavy duty casters. Fabric (or leather) cover with zipper, replaceable in the field. All other components finished in black. May also be specified as a multi-shift chair: see warranty issues on page 1.

Backrest height: Director (D): 29" (737mm)
 High (H): 21½" (546mm)
 Seat height: Low: 20½" (521mm)
 High: 23½" (597mm)
 Backrest width: 22" (559 mm)
 Seat depth: 22" (560 mm)
 Seat width: 25" (635 mm)

intensive use

High backrest



Code
EV-H-B

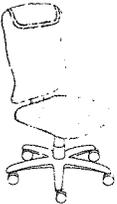
Description

24/7, Multi-Function, Center Tilt
 29"W x 27"D x 38½"H (737 x 686 x 978 mm) / C.O.M. fabric: 2 yd (1,8 m)

Grade: **A** **B** **C** **D** **E** **F** **G** Leather
 957 982 1021 1060 1113 1198 1314 1530

C.O.M. fabric

Director backrest



Code
EV-D-B

Description

24/7, Multi-Function, Center Tilt
 29"W x 27"D x 45"H (737 x 686 x 1140 mm) / C.O.M. fabric: 2 yd (1,8 m)

Grade: **A** **B** **C** **D** **E** **F** **G** Leather
 1018 1042 1079 1116 1166 1247 1357 1640

C.O.M. fabric

High backrest



Code
EV-H-3

Description
 Sled Base with Glides

29"W x 29"D x 38½"H (737 x 737 x 978 mm) / C.O.M. fabric: 1.8 yd (1.65m), Leather: 40 ft² (3.8 m²)

Grade: **A** **B** **C** **D** **E** **F** **G** Leather
 770 795 834 873 926 1011 1127 1343

C.O.M. fabric

OPTIONS

Adjustable Arm Options

- Width/Height Adjustable, Standard Pad
- Width/Height Adjustable, Contoured Pad
- Width/Height Adjustable, Gel Pad
- Width/Height Adjustable, Contoured Gel pad
- Folding Arm Width/Height Adjustable, Standard Pad
- Folding Arm Width/Height Adjustable, Contoured Pad
- Folding Arm Width/Height Adjustable, Gel Pad
- Front/Back Slider on Adjustable Arms Only

Code	List price
01	\$115
02	\$135
03	\$165
04	\$165
16	\$160
17	\$180
18	\$210
FB	\$32

Fixed Arm Options

- Fixed Arms, Urethane Armrest
- Fixed Arms, Urethane Armrest
- Fixed Black Tubular Arm, Urethane Armrest
- Fixed Chromed Tubular Arm, Urethane Armrest
- Fixed Arms, Urethane Armrest
- Fixed Loop Arm
- Fixed T Arms, Standard Pad

Code	List price
26	\$175
27	\$120
28	\$115
28C	\$160
30	\$110
40	\$110
70	\$110
90	\$115
91	\$65

Seat Options

- Short Seat Depth (25"W x 19"D)
- Sliding Seat Pan

Code	List price
SD	N/C
SS	\$60

Back Options

- Air Lumbar

Code	List price
LU	\$85

Cylinder/Mechanism Options (see chart on page 4)

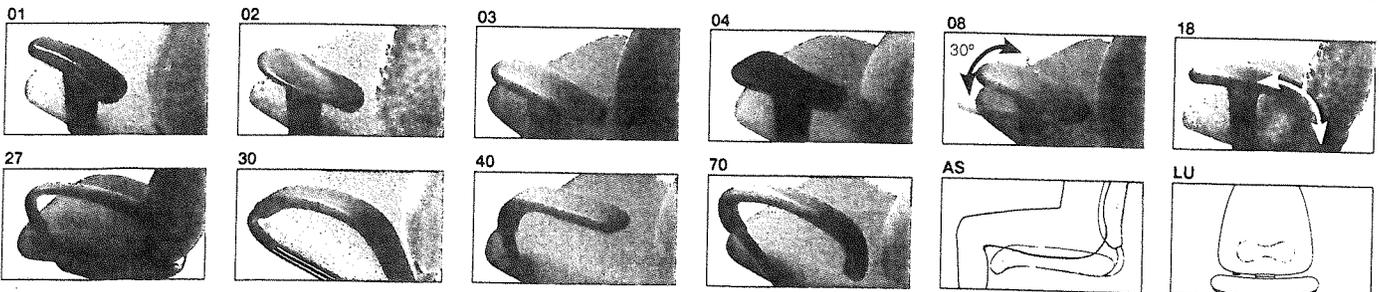
- 80 mm Heavy Duty Cylinder
- (120 mm HD Cylinder Standard on B Mechanism)

Code	List price
80H	N/C

Base/Casters Options

- Hard Surface Casters

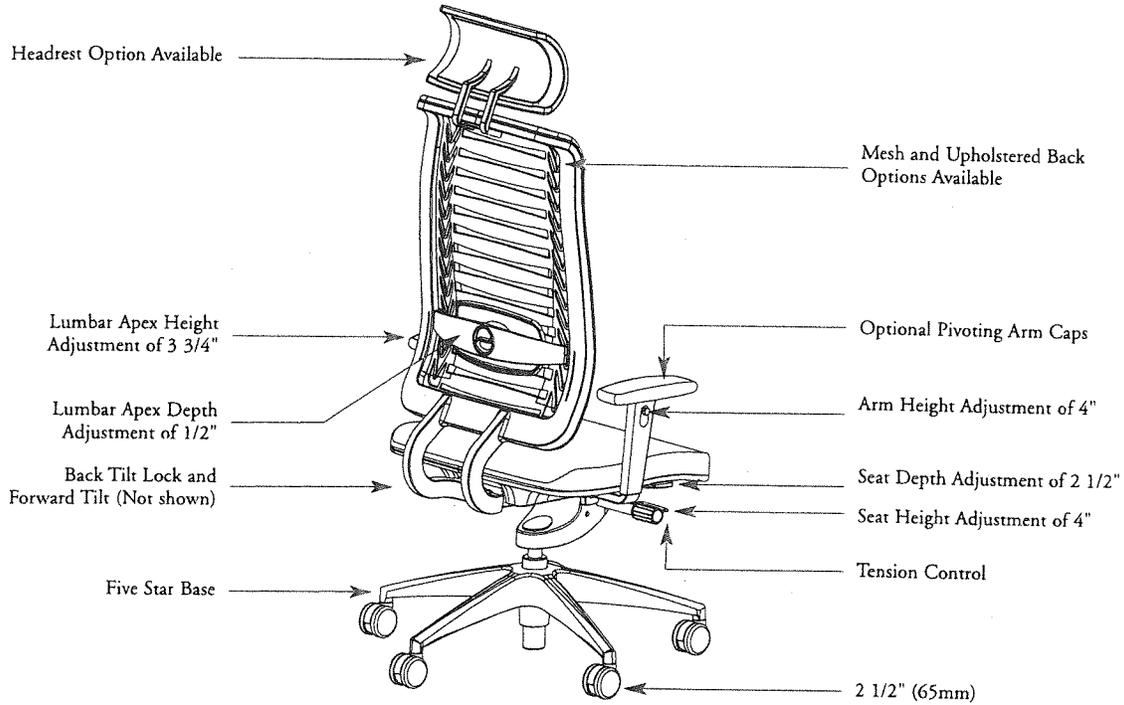
Code	List price
SW	\$18



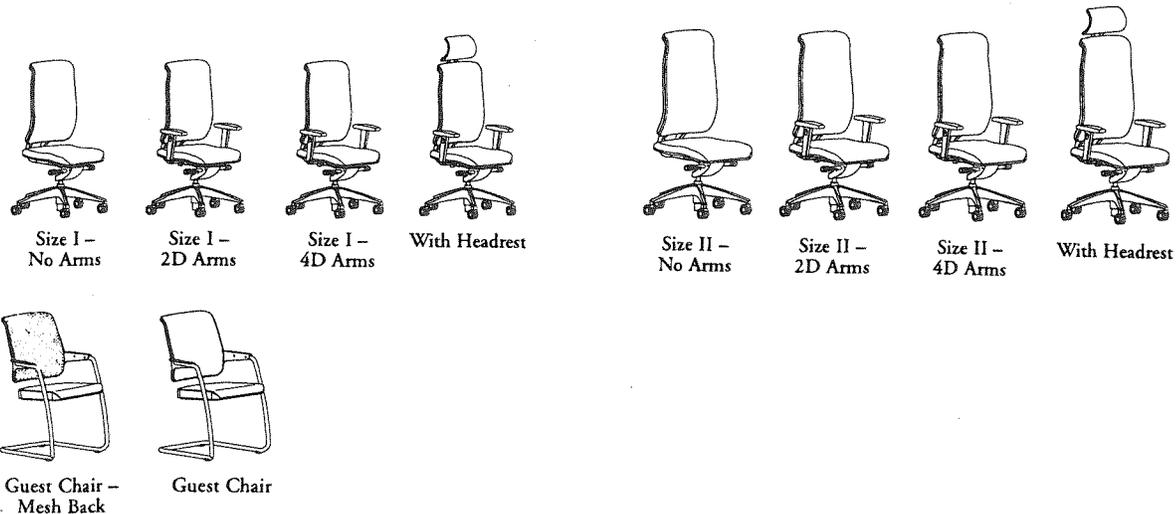
connexion overview

Connexion's innovative form reveals function. The backrest's flexible slats adapt to users' back shapes and movements.

- Connexion chairs have been designed and tested for users weighing up to 330 lbs (Task) and 250 lbs (Guest)
- Connexion chairs are equipped with casters intended for use on carpeted surfaces. Use of these casters on hard surfaces could result in unexpected rolling and tipping. Casters designed for use on hard surfaces are available. If in doubt, see your dealer for appropriate selection
- Synchro-tilt 1.65:1 ratio



Statement of Line

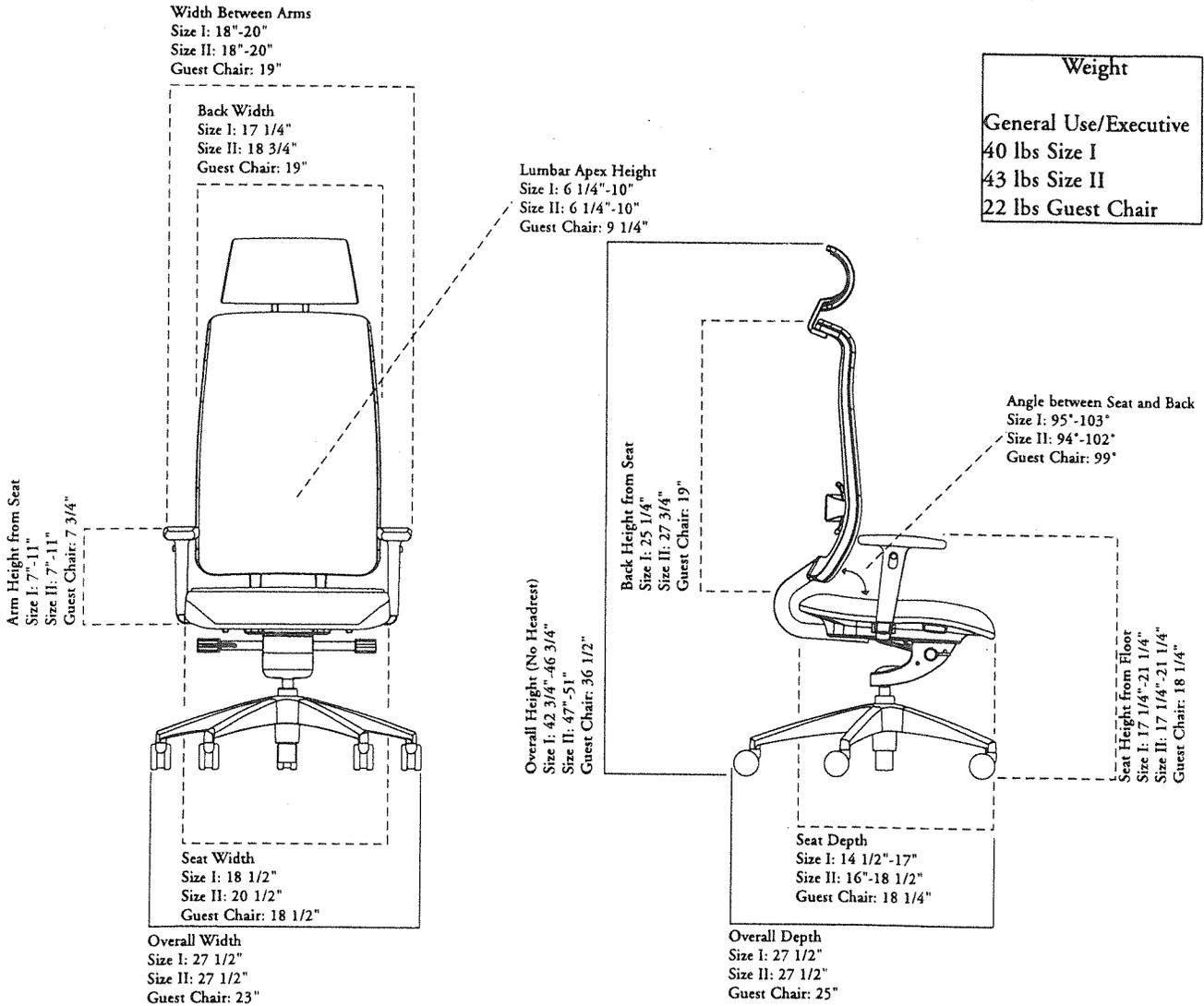


work chairs

connexion dimensions & material requirements

Dimensions

❖ For Conversion to Metric, multiply dimension by 25.4.



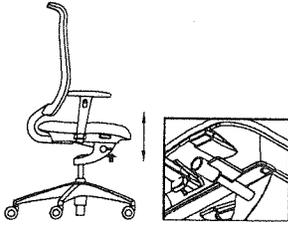
COM/COL Material Requirement

❖ More yardage may be required depending upon the pattern repeat and the matching required. Leather yield may be affected by the quality of the COL. However, variance in the size of the hides will not affect the yield.

	SINGLE UPHOLSTERED		DUAL UPHOLSTERED – SEAT		DUAL UPHOLSTERED – BACK	
	COM [yards]	COL [sq. ft]	COM [yards]	COL [sq. ft]	COM [yards]	COL [sq. ft]
Size I	1	25	1	13	1	12
Size II	1 1/4	27	1	14	1 1/4	13
Guest Chair	3/4	17	3/4	9	3/4	8

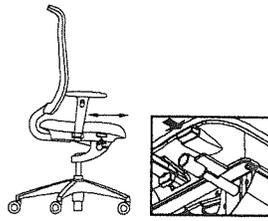
connexion adjustment features & instructions

SEAT HEIGHT ADJUSTMENT



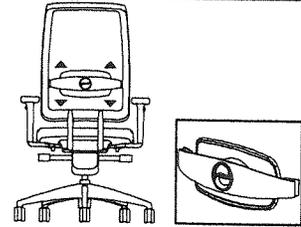
To raise the chair, lift the lever up while lifting your weight from the seat until you reach the desired level, then release to lock in place. To lower the chair, lift the lever up and allow your weight to push the seat down until you reach the desired level, then release to lock in place.

SEAT DEPTH ADJUSTMENT



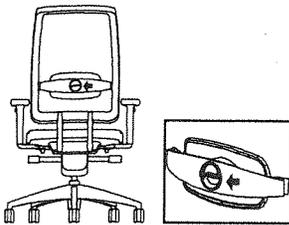
To adjust the seat depth, depress button and simultaneously lift your weight from the seat while sliding the seat forward or backward. Release button to lock the seat in place.

LUMBAR HEIGHT ADJUSTMENT



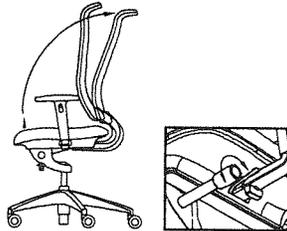
To adjust the lumbar height, grasp the support and slide it up or down the frame to the desired location.

LUMBAR DEPTH ADJUSTMENT



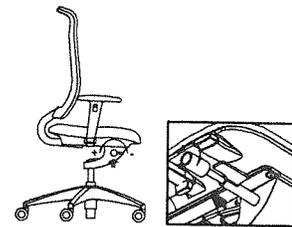
To adjust the lumbar support depth, turn the center wheel clockwise to increase or counterclockwise to decrease.

BACK TILT ADJUSTMENT



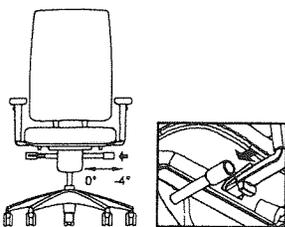
To adjust the angle of reclination, turn the knob forward to unlock the back and leave the chair in free-flow mode. Recline to the desired position and turn the knob backward to lock the back in place.

TILT TENSION ADJUSTMENT



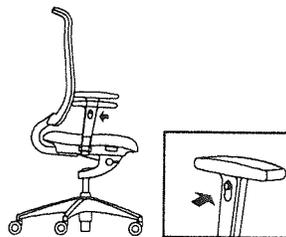
Leaning back, determine if the resistance of the chair is comfortable. For less resistance, pull tension adjustment knob out and turn it counterclockwise. For greater resistance, turn the knob clockwise.

FORWARD TILT ADJUSTMENT



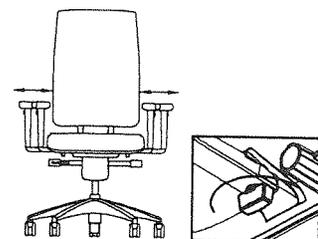
To tilt the chair forward, pull out on the knob lean back until a click is heard and then lean forward. To return to the neutral position, push the knob in and lean back until a click is heard.

T-ARM HEIGHT ADJUSTMENT



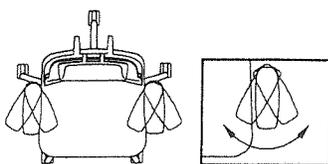
To adjust the arm height, press the button on the outside of either arm to raise or lower it to the desired position. Release the button to lock in place.

ARM WIDTH ADJUSTMENT



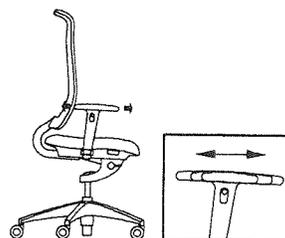
To adjust the width of each arm, turn the knob clockwise to release the arm lock. Slide the arm inward or outward to the desired position. Tighten the knob to lock the arm in place.

4D ARM PIVOT ADJUSTMENT



To pivot the arm cap, grasp and rotate inward or outward to the desired position.

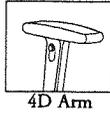
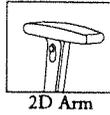
4D ARM SLIDER ADJUSTMENT



To adjust the arm cap depth, grasp and firmly slide forward or backward to desired position.

work chairs

NCOM Connexion – Synchro-Tilt Task Chair (Mesh Back, Size I)



FEATURES

- Standard pneumatic cylinder provides height adjustment of 4"
- Seat depth adjustment of 2 1/2"
- Lumbar height adjustment of 3 3/4"
- Lumbar depth adjustment of 1/2"
- Back tilt can be locked in 5 positions or left free flow
- Ebony base available in plastic only
- Synchro-tilt 1.65:1 ratio
- Standard forward-tilt option
- Standard forward-tilt adjustment (0-5°)
- Tension control
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Size I: Seat width 18 1/2", backrest height 25 1/4".

Back is available in Black Mesh only.

Headrest will be finished to match the seat.

PRODUCT OPTIONS

Style	Lumbar Element	Arm Style	Upholstery Style	Upholstery Finish	Cylinder Style	Frame & Base Finish	Casters/Glides (Optional)
N No Headrest	N No Lumbar Element	N No Arms	S Single Upholstered	Fabric	1 Standard	52 Ebony	A Casters, Soft
Y With Headrest (Shown)	Y With Lumbar Element	W 2D Width- & Height-Adjustable T-Arms Q 4D Width-, Height- & Depth-Adjustable T-Arms with Pivoting Arm Caps		Leather		C9 Polished Aluminum	

SAMPLE ORDER CODE

NCOM Y	Y	Q	S	M501	1	52	
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DESCRIPTION

PRICE

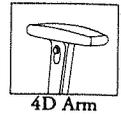
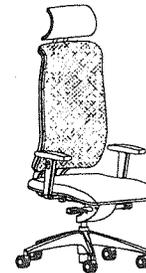
	COM/ Grade 1	COM/ Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
No Arms	909	933	957	981	1105	1029	1053	1077	1101	1184
2D Width- & Height-Adjustable T-Arms	1034	1058	1082	1106	1130	1154	1178	1202	1226	1309
4D Width-, Height- & Depth-Adjustable T-Arms	1064	1088	1112	1136	1160	1184	1208	1232	1256	1339

If Headrest (Y) is specified	add 166
If Polished Aluminum (C9) is specified	add 104
If Lumbar Element (Y) is specified	add 50
If Soft Casters (A) are specified	add 16

FEATURES

- Standard pneumatic cylinder provides height adjustment of 4"
- Seat depth adjustment of 2 3/4"
- Lumbar height adjustment of 3 3/4"
- Lumbar depth adjustment of 1/2"
- Back tilt can be locked in 5 positions or left free flow
- Ebony base available in plastic only
- Synchro-tilt 1.65:1 ratio
- Standard forward-tilt option
- Standard forward-tilt adjustment (0-5°)
- Tension control
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

**NCTM
Connexion – Synchro-Tilt
Task Chair (Mesh Back, Size II)**



NOTES

Size II: Seat width 20 1/2", backrest height 27 3/4".

Back is available in Black Mesh only.

Headrest will be finished to match the seat.

PRODUCT OPTIONS

Style	Lumbar Element	Arm Style	Upholstery Style	Upholstery Finish	Cylinder Style	Frame & Base Finish	Casters/Glides (Optional)
N No Headrest	N No Lumbar Element	N No Arms	S Single Upholstered	Fabric	1 Standard	52 Ebony	A Casters, Soft
Y With Headrest (Shown)	Y With Lumbar Element	W 2D Width- & Height-Adjustable T-Arms Q 4D Width-, Height- & Depth-Adjustable T-Arms with Pivoting Arm Caps		Leather		C9 Polished Aluminum	

SAMPLE ORDER CODE

NCTM	Y	Y	Q	S	M501	1	52	
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DESCRIPTION

PRICE

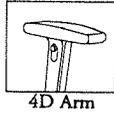
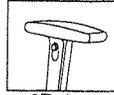
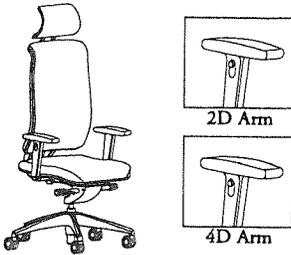
	Grade 1	COM/ Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
No Arms	969	999	1029	1059	1089	1119	1149	1179	1209	1303
2D Width- & Height-Adjustable T-Arms	1094	1124	1154	1184	1214	1244	1274	1304	1334	1428
4D Width-, Height- & Depth-Adjustable T-Arms	1124	1154	1184	1214	1244	1274	1304	1334	1364	1458

- If Headrest (Y) is specified add 166
- If Polished Aluminum (C9) is specified add 104
- If Lumbar Element (Y) is specified add 50
- If Soft Casters (A) are specified add 16

work chairs

NCOU

Connexion – Synchro-Tilt Task Chair (Size I)



FEATURES

- Standard pneumatic cylinder provides height adjustment of 4"
- Seat depth adjustment of 2 1/2"
- Lumbar height adjustment of 3 3/4"
- Lumbar depth adjustment of 1/2"
- Back tilt can be locked in 5 positions or left free flow
- Ebony base available in plastic only
- Synchro-tilt 1.65:1 ratio
- Standard forward-tilt option
- Standard forward-tilt adjustment (0-5°)
- Tension control
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Size I: Seat width 18 1/2", backrest height 25 1/4".

Single Upholstered: The same fabric is applied to the seat and inside back.

Dual Upholstered: Two different fabrics are applied to the chair, one fabric to the seat and the other fabric to the inside back. First fabric listed will apply to the back and is the grade of fabric used to price the chair. A dual upholstery upcharge applies.

Headrest will be finished to match the back.

PRODUCT OPTIONS

Headrest	Lumbar Element	Arm Style	Upholstery Style	Back Upholstery Finish	Cylinder Style	Frame & Base Finish	Casters/Glides (Optional)
N No Headrest	N No Lumbar Element	N No Arms	S Single Upholstered	Fabric	1 Standard	52 Ebony C9 Polished Aluminum	A Casters, Soft
Y With Headrest (Shown)	Y With Lumbar Element	W 2D Width- & Height-Adjustable T-Arms Q 4D Width-, Height- & Depth-Adjustable T-Arms with Pivoting Arm Caps	D Dual Upholstered	Leather			
				Seat Upholstery Finish (For Dual)			
				Fabric			
				Leather			

SAMPLE ORDER CODE

NCOU Y	Y	N	D	M501	M502	1	C9	
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DESCRIPTION

PRICE

	Grade 1	COM/ Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
No Arms	929	953	977	1001	1125	1049	1073	1097	1121	1204
2D Width- & Height-Adjustable T-Arms	1054	1078	1102	1126	1150	1174	1198	1222	1246	1329
4D Width-, Height- & Depth-Adjustable T-Arms	1084	1108	1132	1156	1180	1204	1228	1252	1276	1359

If Headrest (Y) is specified	add 166
If Lumbar Element (Y) is specified	add 50
If Dual Upholstered (D) is specified	add 159
If Polished Aluminum (C9) is specified	add 104
If Soft Casters (A) are specified	add 16

connexion task & guest



BASE:

- reinforced nylon scuff-resistant plastic
- 27" base

CASTERS:

- 65mm (2 1/2") hard (carpet casters) reinforced nylon
- optional soft casters for hard floors are polyurethane coated nylon
- twin-wheeled and hooded

PNEUMATIC CYLINDER: (GAS LIFT)

- gas-assisted pneumatic cylinder

MECHANISMS:

Synchro-Tilt:

- constructed of Ferrous metals (58%), Non ferrous metals (28%), and Plastic materials (14%)

SEAT:

Seat Slider (depth):

- made of Steel (7%), Plastic (93%)

Seat Structures:

- polypropylene

BACK:

Lamella Membrane:

- constructed of Nylon 6 Plastic material

Frame:

- reinforced nylon scuff-resistant plastic

Mesh:

- material composition: 100% polyester
- thickness: 1/4" (6.5mm)
- flammability: non flammable (FMVSS-302-302/DIN 75200)

ARMS:

T-Arms:

- self-skinned urethane arm pads
- reinforced nylon armrest structure

GUEST (FRAME):

Base:

- glides are made of nylon

Cantilever:

- steel tube

Seat:

- ABS

FOAM:

- molded, colored, polyurethane foam for seat
- HCFC and CFC free
- 0 global warming factor
- "bumpered" as covered sides to protect furniture
- exceeds ASTM D - 3574 -91

	Task:	Guest:
Density (seat):	62 kg/m ³	60 kg/m ³
IFD @ 25%:	141 N	202 N
IFD @ 65%:	365 N	575 N
Recovery Strength @ 25%:	25%-30%	25%-30%
Tensile Strength:	95 KPA	98 KPA
Resiliency:	60%	60%
Flammability:	compliant to MVSS 302, ISO DIN 3795 and DIN 75200	

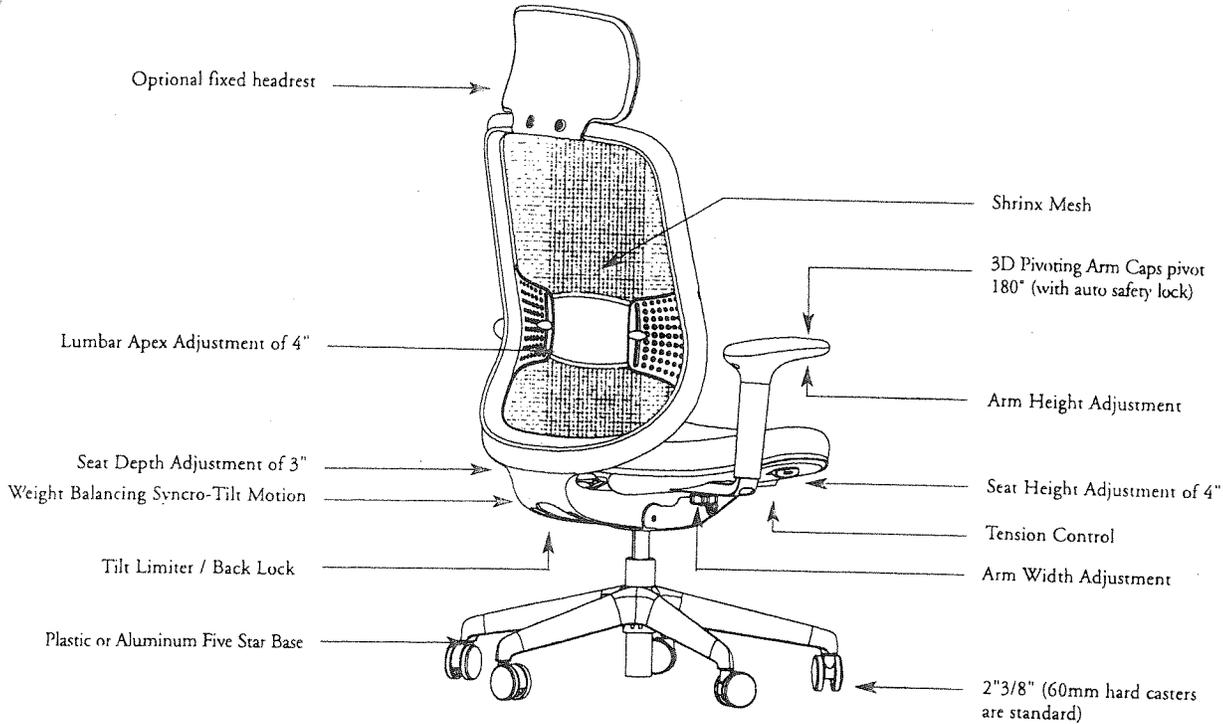
work chairs

projek overview

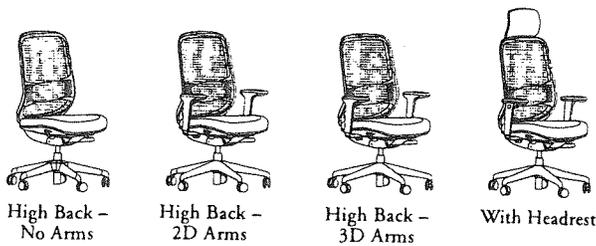
Projek is a chair for all people and environments.

- ◆ Projek chairs have been designed and tested for users weighing up to 253 lbs
- Projek chairs are equipped with casters intended for use on carpeted surfaces. Use of these casters on hard surfaces could result in unexpected rolling and tipping. Casters designed for use on hard surfaces are available. If in doubt, see your dealer for appropriate selection
- Synchro-tilt weight-balancing with 3.5:1 ratio

94



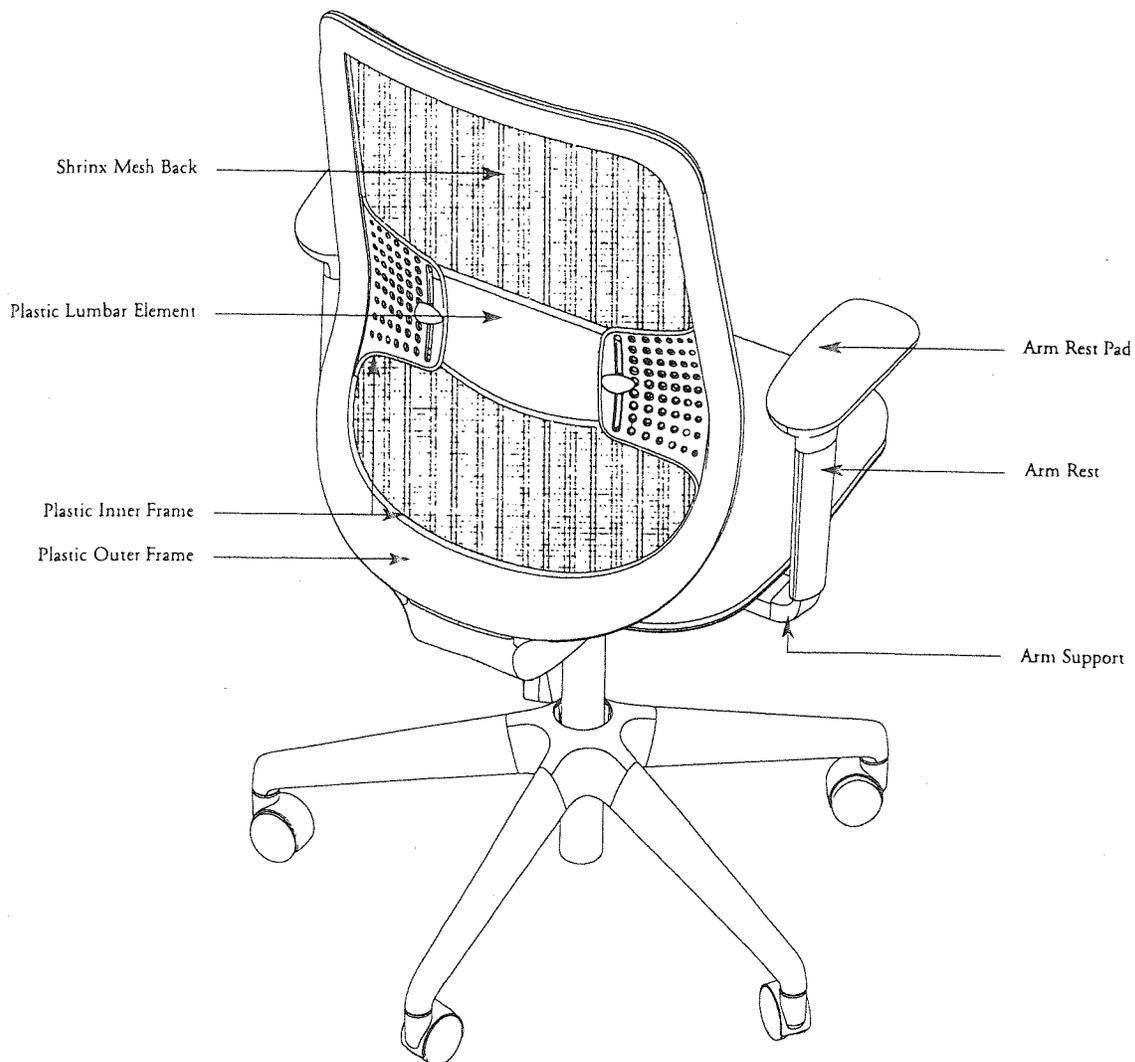
Statement of Line



projek finish guide

When selecting finishes for the Frame, Lumbar and Mesh of the Projek chair, it is possible to select different finishes for each of the four components listed below or to have the same finish specified throughout.

- The headrest's frame and fabric finishes default to the Outer Frame Finish and Seat Fabric Finish.
- Arm finish defaults to Outer Frame Finish. For Stone Arm Finish, major finish is Stone, Arm Rest Pad and Arm Support in Ebony



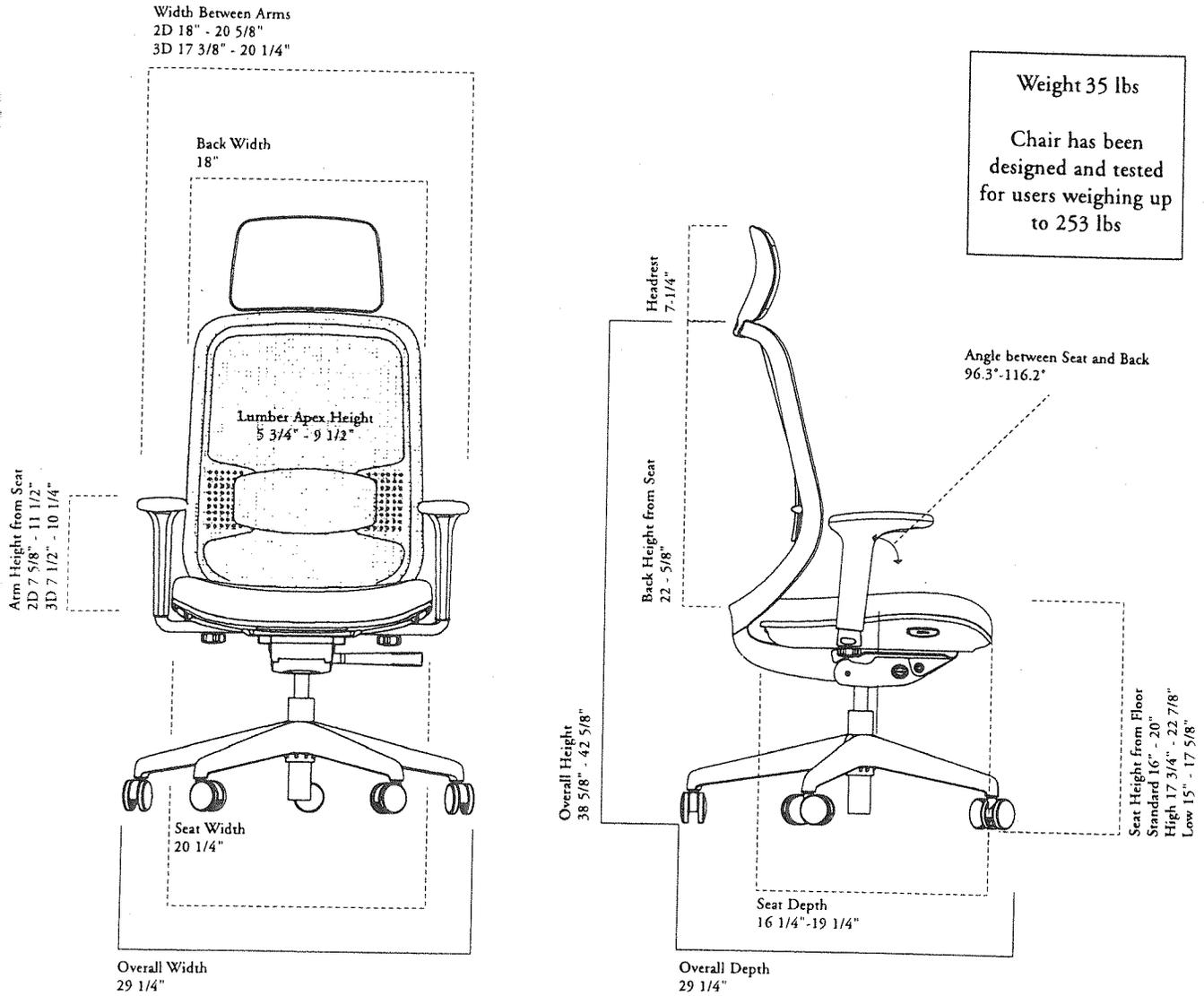
work chairs

projek dimensions & material requirements

Dimensions

◆ For Conversion to Metric, multiply dimension by 25.4.

96



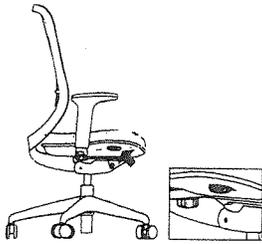
COM/COL Material Requirement

◆ More yardage may be required depending upon the pattern repeat and the matching required. Leather yield may be affected by the quality of the COL. However, variance in the size of the hides will not affect the yield.

	DUAL UPHOLSTERED	
	COM (yards)	COL (sq. ft)
Seat	7/8	8 3/4
Headrest	1/2	4 7/8

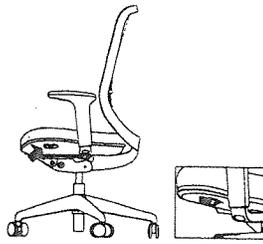
projek adjustment features & instruction

SEAT HEIGHT ADJUSTMENT



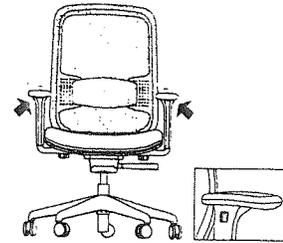
Seat height can be adjusted by pulling outward on the button below the seat on the right hand side. When this lever is pulled, the weight of the body will cause the seat to lower, and releasing it stops the seat at the desired height. Pulling outward on the button with no weight on the seat allows it to rise.

SEAT DEPTH ADJUSTMENT



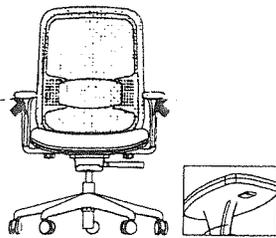
To adjust the seat depth, pull outward on the button below the seat on the left-hand side and simultaneously lift your weight from the seat while sliding the seat forward or backward. Release button to lock the seat in place.

3D ARM PIVOT ADJUSTMENT



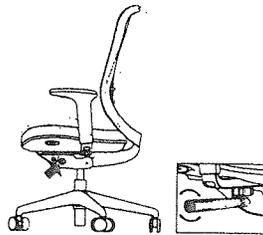
To pivot the arm cap, depress the auto safety lock button on the outside of the armrest and pivot 180° degrees to desired position. Release the button to lock in place.

ARM HEIGHT ADJUSTMENT



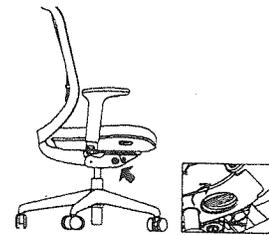
To adjust the arm height, press the button below either arm rest to raise or lower it to the desired position. Release the button to lock in place.

BACK TILT ADJUSTMENT



Turning the grip found under the left side of the seat limits the back tilt travel and locks the back. Travel is limited on 3 positions with back lock in the upright position.

TILT TENSION ADJUSTMENT



Fine tune the weight balanced tension by rotating the dial located below the seat centre to suit personal preference.

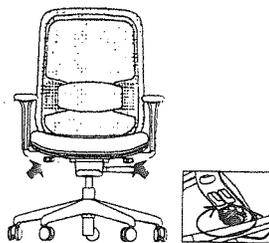
LUMBAR HEIGHT-ADJUSTMENT



The lumbar height-adjustment knobs can be found on the back where the Inner Frame connects to the Lumbar Element.

The height of the lumbar support can be adjusted by sliding them up and down.

ARM WIDTH ADJUSTMENT



To adjust the width of each arm, turn the dial clockwise to release the arm lock. Slide the arm inward or outward to the desired position. Tighten the knob to lock the arm in place.

work chairs

NPRT Projek – Synchro-Tilt Task Chair



FEATURES

- Standard pneumatic cylinder provides height adjustment of 4"
- Seat depth adjustment of 3"
- Lumbar height adjustment of 4"
- Back tilt can be locked in the upright position or left to free flow to 3 defined angle ranges
- Weight-balancing with a travel limiter synchro-tilt mechanism (3.5:1 tilt ratio) with unique preference control to tilt tension. Back recline angle range is 0° - 20° and seat adjustment range angle is 0° - 6.5°
- Ebony base is available in plastic only
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete or tile

NOTES

Headrest's frame and fabric finishes default to Outer Frame Finish and Seat fabric finish. Arm finish to match Outer Frame Finish. For Stone Arm Finish, major Finish is Stone with Arm Rest Pad and Arm Post Support in Ebony.
Projek chair is Dual Upholstery with Shrinx Mesh available on the back only and Teknion's Standard and Graded-In-Fabrics on seat.
See Projek Finish Guide to define Plastic Outer Frame, Plastic Inner Frame & Lumbar Element finish details.

PRODUCT OPTIONS

Headrest	Arm Style	Shrinx Mesh Back	Seat Upholstery Finish (For Dual)	Cylinder Style	Plastic Outer Frame Finish	Plastic Lumbar Element Finish	Base Finish	Casters/Glides (Optional)
N No Headrest	N No Arms	S1 Stone	Fabric	1 Standard	8A Stone	8A Stone	52 Ebony	A Casters, Soft
Y With Headrest	W 2D Width- & Height-Adjustable T-Arms	S2 Ebony	Leather	2 High	8B Ebony	8B Ebony	C9 Polished Aluminum	
	P 3D Width- & Height-Adjustable T-Arms with Pivot Arm Cap			3 Low	Plastic Inner Frame Finish 8A Stone 8B Ebony			

SAMPLE ORDER CODE

NPRT N	N	S2	L207	1	8A	8B	8B	52	A
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DESCRIPTION

PRICE

NO HEADREST (N)

No Arms	719	738	757	776	795	814	834	852	870	936
3D Width, Height-Adjustable T-Arms w/ Pivot Arm Cap	873	892	911	930	949	968	988	1006	1024	1090
2D Width, Height-Adjustable T-Arms	823	842	861	880	899	918	938	956	974	1040

	COM/ Grade 1	COL/ Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
No Arms	719	738	757	776	795	814	834	852	870	936
3D Width, Height-Adjustable T-Arms w/ Pivot Arm Cap	873	892	911	930	949	968	988	1006	1024	1090
2D Width, Height-Adjustable T-Arms	823	842	861	880	899	918	938	956	974	1040

If Headrest (Y) is specified add 119
If Polished Aluminum (C9) Base is specified add 45
If Soft Casters (A) are specified add 16

projek



BASE:

- die-cast aluminum 26" base
- reinforced nylon, scuff resistant plastic (ebony), 27-1/2" base

CASTERS/GLIDES:

- 60mm (2 1/3") hard (carpet casters) are reinforced nylon
- optional soft casters for hard floors are polyurethane coated nylon
- twin-wheeled
- 2 1/8" hard plastic glides
- soft glides have soft felt pads

PNEUMATIC CYLINDER: (GAS LIFT)

- gas-assisted pneumatic cylinder

MECHANISMS:

Weight-Activated Synchro-Tilt:

- constructed of aluminum, steel, and plastic
- epoxy powder coat paint

SEAT:

- constructed of reinforced polypropylene

BACK:

Structural Back Outer Frame:

- constructed of glass reinforced nylon

Inner Frame:

- constructed of glass reinforced polypropylene

Lumbar System:

- constructed of polypropylene

MESH:

- Trade Name: Shrinx by k+r
- Composition: 76% Polyester, 24% Polyamid
- Weight: Approx. 380 g/lm
- Flammability: D- DIN EN 1021:2006 (as per spec sheet)
- Fastness to Light: DIN EN ISO 105-B02: 2002 5 - 7
- Fastness to Rubbing: DIN EN ISO 105-X12: 2002 4 - 5 dry and wet
- Fastness to perspiration: DIN EN ISO 105-E04: 2009 4-5 acid and alkaline
- Cleaning: fixed covers: vacuum cleaning

HEADREST:

- Frame constructed of polypropylene

ARMS:

2D Height & Width-Adjustable T-Arms:

- Fiber glass reinforced nylon armrest structure
- Self-skinned urethane arm pads

3D Height & Width Adjustable T-Arms with 360° Pivot:

- Ebony powder coated aluminum upright
- Fiber glass reinforced nylon armrest
- Self-skinned urethane arm pads

SEAT FOAM:

- molded, colored, polyurethane foam for seat
- HCFC and CFC free
- 0 Global warming factor
- "bumpered" as covered sides to protect furniture

Seat:

Density: 4.8 lbs./ft.3

IFD @ 25%: 206N

IFD @ 65%: 529N

Recovery Strength

@ 25%: 200N

Recovery Ratio: 85.4%*

Tensile Strength: 35.3 lbs./sq. in.*

Resiliency: 61%

Flammability: CAL 117

* exceeds ASTM P - 3770 - 91

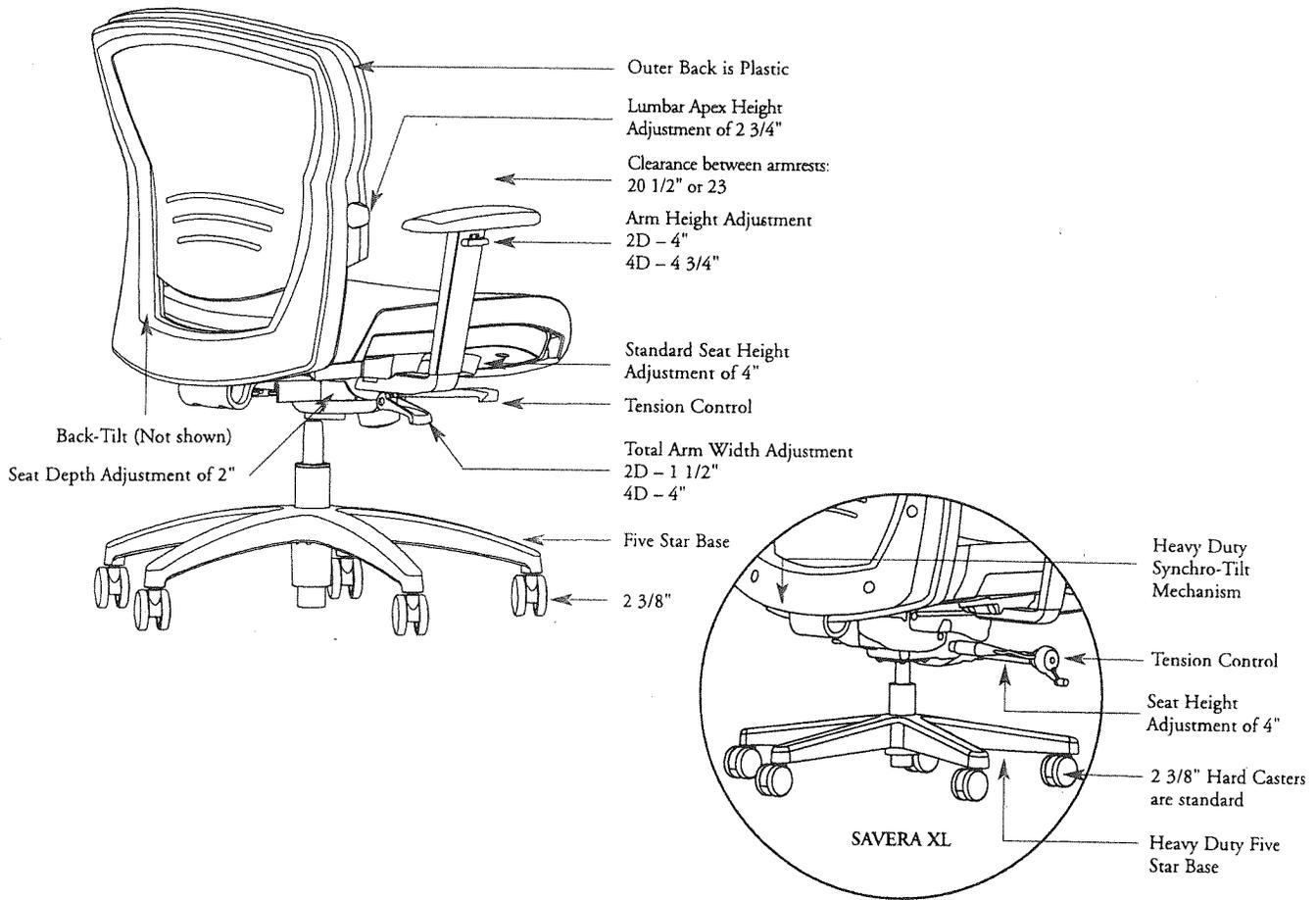
work chairs

savera overview

Savera, classic form with comfort and performance at an exceptionally affordable price.

- Savera chairs have been designed and tested for users weighing up to 275 lbs (Task and Stool) and 400 lbs (Savera XL and Guest)
- Savera chairs are equipped with casters intended for use on carpeted surfaces. Use of these casters on hard surfaces could result in unexpected rolling and tipping. Casters designed for use on hard surfaces are available. If in doubt, see your dealer for appropriate selection
- Task Chair with Synchro-tilt shown

100



Statement of Line



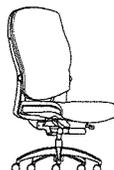
Mid-Back - No Arms



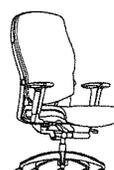
Mid-Back - 2D Arms



Mid-Back - 4D Arms



High-Back - No Arms



High-Back - 2D Arms



High-Back - 4D Arms



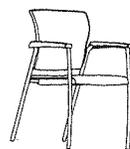
Swivel Stool - No Arms



Swivel Stool - 2D Arms



Swivel Stool - 4D Arms



Guest Chair - Integrated Arms



XL Mid-Back - No Arms



XL Mid-Back - Standard

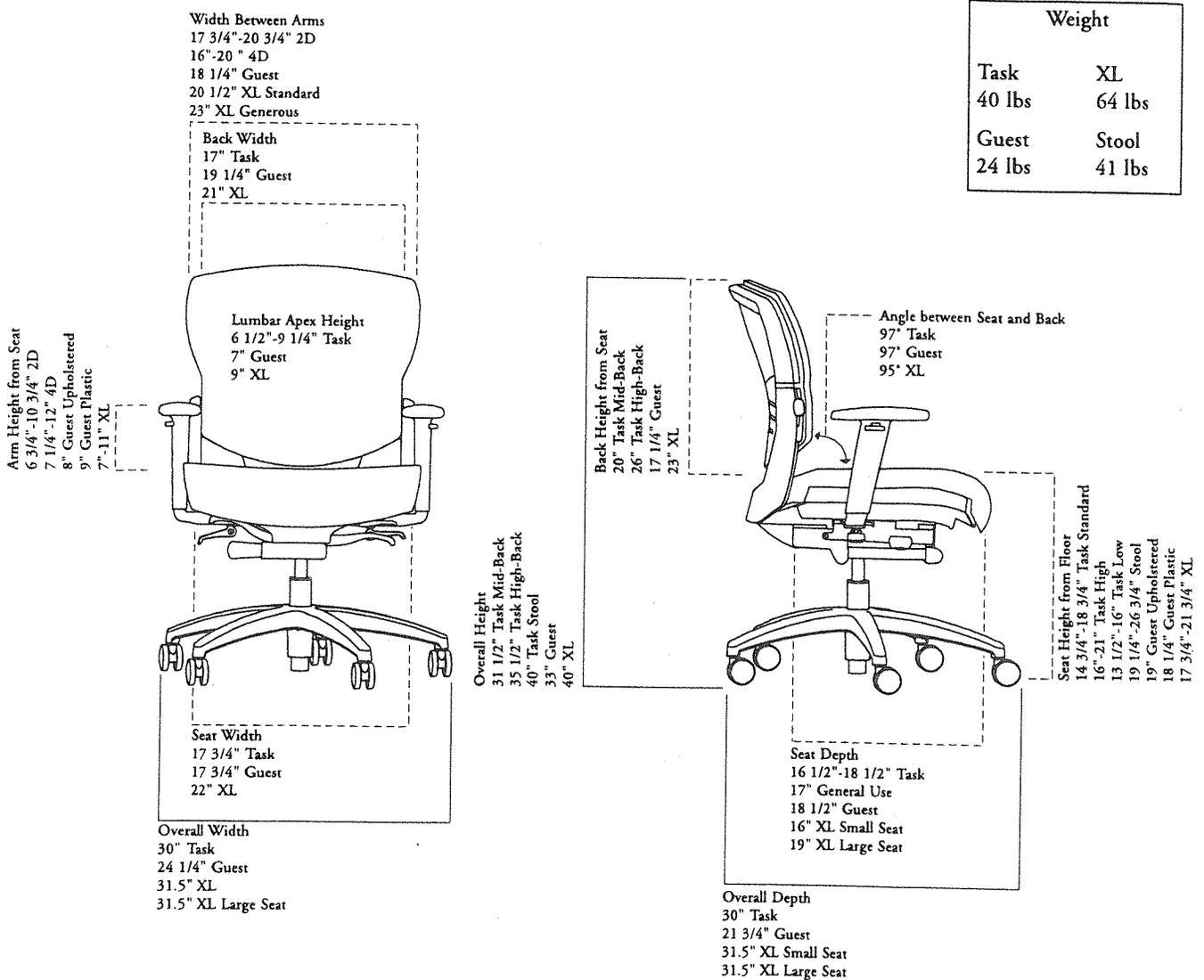


XL Mid-Back - Generous

savera dimensions & material requirements

Dimensions

◆ For Conversion to Metric, multiply dimension by 25.4



IOI

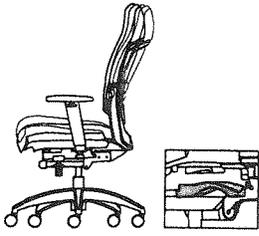
COM/COL Material Requirement

◆ More yardage may be required depending upon the pattern repeat and the matching required. Leather yield may be affected by the quality of the COL. However, variance in the size of the hides will not affect the yield.

	SINGLE UPHOLSTERED		DUAL UPHOLSTERED - SEAT		DUAL UPHOLSTERED - BACK	
	COM [yards]	COL [sq. ft]	COM [yards]	COL [sq. ft]	COM [yards]	COL [sq. ft]
Mid-Back	1	9	1	6	3/4	4
Mid-Back (XL)	1 1/2	19 1/2	1	10 1/2	1	9 1/4
High-Back	1	11 1/2	1	8	1	7 1/2
Guest Medium	3/4	9				

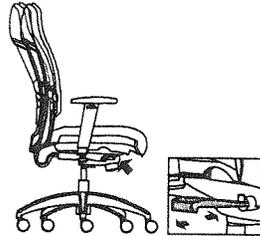
savera adjustment features & instructions

BACK TILT ADJUSTMENT



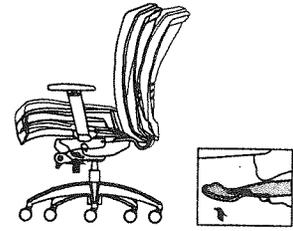
SYNCHRO-TILT TASK:

The tilt control paddle on the left locks the chair into four different positions.
To tilt the chair, sit in the chair and unlock the paddle by pushing it down, which will release the back to free flow. To lock in position, pull the paddle up and the back will lock in position.



SWIVEL-TILT TASK:

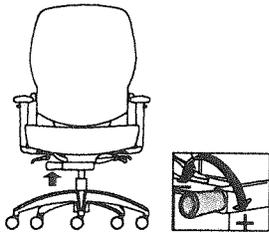
The swivel-tilt control lever is located on the right. To tilt the chair, sit in the chair and pull the handle outward. Leaving the handle in this position, the chair is now in free flow mode and can reach any position between upright and fully reclining. To lock (upper position only), bring chair to upright position and push the handle in.



SYNCHRO-TILT XL:

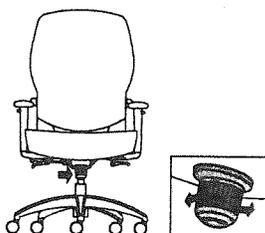
The back tilt adjustment paddle is located underneath the seat on the left side. The back tilt adjustment provides the ability to lock the back into four different positions or leave in free-flow.
To tilt the chair, sit in the chair and unlock the paddle by pulling it up, which will release the back to free flow. To lock the desired position, push the paddle down and the back will lock.

TENSION CONTROL



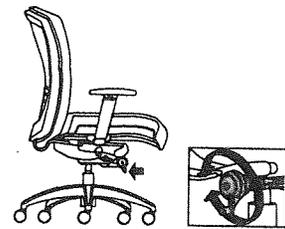
SYNCHRO-TILT TASK:

The tension-adjustment wheel for the synchro tilt chair is located on the right. Leaning back, decide if the resistance of the chair is comfortable. If it is too stiff, turn the tension adjustment knob counter-clockwise. If the chair back does not provide enough resistance, turn the knob clockwise.



SWIVEL-TILT TASK:

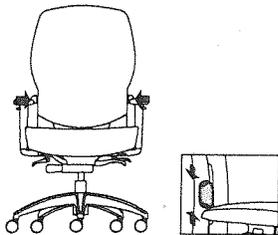
The tension-adjustment knob for the swivel-tilt is located in the middle directly under the seat. Turning the knob will increase or decrease tension.



SYNCHRO-TILT XL:

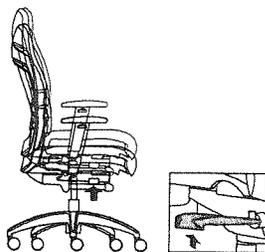
The tension-adjustment wheel is located underneath the seat on the right side.
Leaning back with the back tilt adjustment paddle in the up position, determine if the resistance of the chair is comfortable. If the resistance is too stiff, turn the tension adjustment wheel counter-clockwise. If the chair back does not provide enough resistance, turn the wheel clockwise.

LUMBAR HEIGHT ADJUSTMENT



The lumbar height-adjustment levers for Savera Synchro-Tilt, Swivel-Tilt & Stool are found at the sides of the chair. Pull levers up or down to the desired position.
Savera XL does not have lumbar height adjustment.

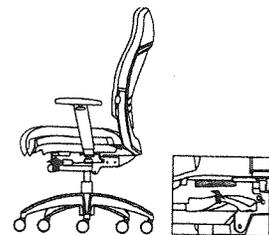
SEAT HEIGHT ADJUSTMENT



The seat height-adjustment paddle for Savera Synchro-Tilt, Swivel-Tilt & XL is located underneath the seat on the right side.
To raise the chair, lift the paddle up, while lifting your weight from the seat, until you reach the desired height, then release. To lower the chair, lift the paddle up, allowing your weight to push the seat down until you reach the desired height, then release.

The seat height-adjustment paddle for Savera Stool functions the same but the paddle is located on the left side.

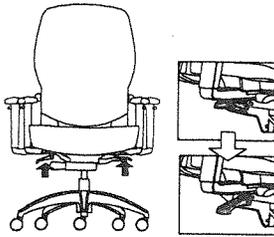
SEAT DEPTH ADJUSTMENT



To adjust the seat depth, lift lever up. Simultaneously lift your weight from the seat while sliding the seat forward or backward. Release the lever to lock the seat in place.

savera adjustment features & instructions (continued)

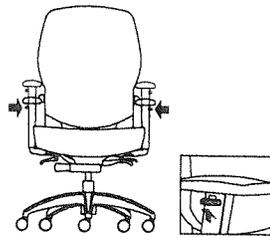
ARM WIDTH ADJUSTMENT



To adjust the arm width on Savera Synchro-Tilt, Swivel-Tilt & Stool, push the lever down and slide the arm to the desired position. Push the lever up to lock the arm in place.

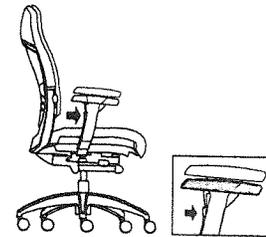
Savera XL arms are fixed prior to shipping in either standard or generous position.

ARM HEIGHT ADJUSTMENT



2D ARMS:

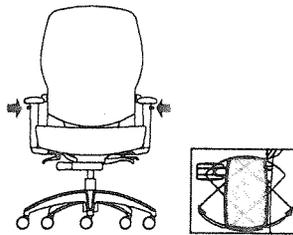
To adjust the arm height on Savera Synchro-Tilt, Swivel-Tilt, Stool and XL, lift the small button on the outside of either arm to raise or lower it to the desired position.



4D ARMS:

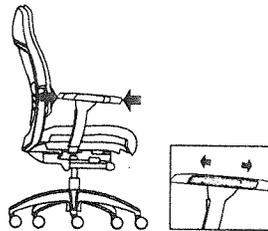
To adjust the arm height, press the button located behind either arm to raise or lower it to the desired position. Release the button to lock in place.

4D ARM PIVOT ADJUSTMENT



To pivot the armrest, grasp the arm cap, rotate inward or outward and release at the desired position. Not available on Savera XL.

4D ARM SLIDER ADJUSTMENT



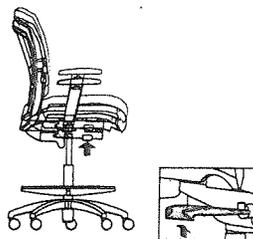
To adjust the arm cap depth position, grasp the arm cap and firmly slide forward or backward to the desired position.

STOOL SEAT HEIGHT



To raise the chair, lift the paddle up while lifting your weight from the seat until you reach the desired level and then release to lock in place. To lower the chair, lift the paddle up allowing your weight to push the seat down to the desired level and then release to lock in place.

STOOL FOOT RING HEIGHT



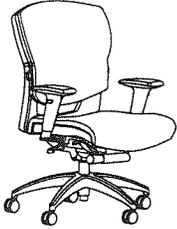
To raise or lower the stool's foot ring, turn the foot ring's knob counter clockwise to release the foot ring and adjust the ring until you reach the desired level. Turn the knob clockwise to lock in place.

work chairs

Xpress

NSAY

Savera – Synchro-Tilt Task Chair



104

FEATURES

- Standard pneumatic cylinder provides height adjustment of 4"
- Seat depth adjustment of 2"
- Lumbar height adjustment of 2 3/4"
- Back-tilt can be locked in four positions or left free flow
- Frame, five star base and outerback are plastic
- Synchro-tilt 3:1 ratio
- Tension control
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Single Upholstered: The same fabric is applied to the seat and inside back.

Dual Upholstered: Two different fabrics are applied to the chair, one fabric to the seat and the other fabric to the inside back. First fabric listed will apply to the back and is the grade of fabric used to price the chair. A dual upholstery upcharge applies.

Not all configurations are available as Xpress. Please see Xpress catalogue and/or specification software for details.

PRODUCT OPTIONS

Size	Mechanism Style	Arm Style	Upholstery Style	Back Upholstery Finish	Seat Depth Adjustment	Cylinder Style	Frame & Base Finish	Casters/Glides (Optional)	Other Options
F Mid-Back H High-Back	1 Standard	N No Arms W 2D Height & Width-Adj. T-Arms Q 4D Width-, Height- & Depth-Adjustable T-Arms with Pivoting Arm Caps	P Single Upholstered D Dual Upholstered	Fabric Leather Seat Upholstery Finish (For Dual) Fabric Leather	N No Seat Depth Adjustment S With Seat Depth Adjustment	1 Standard 2 High 3 Low	E Ebony	A Casters, Soft B Glides, Hard C Glides, Soft	F Fully Assembled

SAMPLE ORDER CODE

NSAY F	1	N	P	L207	S	1	E		F
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DESCRIPTION

MID-BACK (F)

No Arms	568
2D Height & Width-Adjustable T-Arms	677
4D Width-, Height- & Depth-Adjustable T-Arms	705

HIGH-BACK (H)

No Arms	590
2D Height & Width-Adjustable T-Arms	699
4D Width-, Height- & Depth-Adjustable T-Arms	727

PRICE

	COM/ Grade 1	COM/ Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
MID-BACK (F) - No Arms	568	593	618	644	668	693	718	743	769	856
MID-BACK (F) - 2D Height & Width-Adjustable T-Arms	677	702	728	753	777	802	827	853	878	965
MID-BACK (F) - 4D Width-, Height- & Depth-Adjustable T-Arms	705	730	755	780	804	830	855	880	905	992
HIGH-BACK (H) - No Arms	590	615	639	665	690	715	740	765	791	878
HIGH-BACK (H) - 2D Height & Width-Adjustable T-Arms	699	725	749	774	799	824	849	875	900	987
HIGH-BACK (H) - 4D Width-, Height- & Depth-Adjustable T-Arms	727	752	776	801	826	852	877	902	927	1014

If Dual Upholstered (D) is specified	add 159
If Seat Depth Adjustment (S) is specified	add 52
If Soft Casters (A) are specified	add 16
If Hard Glides (B) are specified	add 16
If Soft Glides (C) are specified	add 27
If Fully Assembled (F) is specified	add 4



NSAW
Savera – Swivel-Tilt
General Use Chair

FEATURES

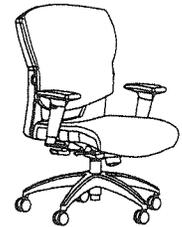
- Standard pneumatic cylinder provides height adjustment of 4"
- Seat depth adjustment of 2"
- Lumbar height adjustment of 2 3/4"
- Back-tilt locks in the upright position
- Frame, five star base and outerback are plastic
- Swivel-tilt
- Tension control
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Single Upholstered: The same fabric is applied to the seat and inside back.

Dual Upholstered: Two different fabrics are applied to the chair, one fabric to the seat and the other fabric to the inside back. First fabric listed will apply to the back and is the grade of fabric used to price the chair. A dual upholstery upcharge applies.

Not all configurations are available as Xpress. Please see Xpress catalogue and/or specification software for details.



PRODUCT OPTIONS

Size	Mechanism Style	Arm Style	Upholstery Style	Back Upholstery Finish	Seat Depth Adjustment	Cylinder Style	Frame & Base Finish	Casters/Glides (Optional)	Other Options
F Mid-Back	1 Standard	N No Arms	P Single Upholstered	Fabric Leather	N No Seat Depth Adjustment	1 Standard	E Ebony	A Casters, Soft	F Fully Assembled
H High-Back		W 2D Height & Width-Adj. T-Arms	D Dual Upholstered		S With Seat Depth Adjustment				
		Q 4D Width-, Height- & Depth-Adjustable T-Arms with Pivoting Arm Caps		Seat Upholstery Finish (For Dual)		3 Low		C Glides, Soft	
				Fabric Leather					

SAMPLE ORDER CODE

NSAW H	1	W	P	A101	N	3	E		F
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DESCRIPTION

MID-BACK (F)

No Arms
2D Height & Width-Adjustable T-Arms
4D Width-, Height- & Depth-Adjustable T-Arms

HIGH-BACK (H)

No Arms
2D Height & Width-Adjustable T-Arms
4D Width-, Height- & Depth-Adjustable T-Arms

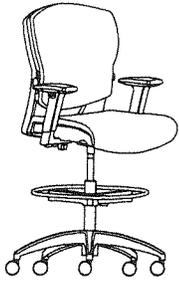
PRICE

	COM/ Grade 1	COM/ Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
No Arms	513	539	564	589	613	638	664	689	714	801
2D Height & Width-Adjustable T-Arms	623	648	673	698	722	748	773	798	823	910
4D Width-, Height- & Depth-Adjustable T-Arms	650	675	700	726	750	775	800	825	851	938
No Arms	536	561	585	610	635	660	686	711	736	823
2D Height & Width-Adjustable T-Arms	645	670	694	719	744	770	795	820	845	932
4D Width-, Height- & Depth-Adjustable T-Arms	672	697	721	747	772	797	822	847	873	960

- If Dual Upholstered (D) is specified add 159
- If Seat Depth Adjustment (S) is specified add 52
- If Soft Casters (A) are specified add 16
- If Hard Glides (B) are specified add 16
- If Soft Glides (C) are specified add 27
- If Fully Assembled (F) is specified add 4

work chairs

NSAD Savera – Swivel Stool



106

FEATURES

- Standard pneumatic cylinder provides height adjustment of 8" travel
- Swivels 360°
- Frame, five star base and outerback are plastic
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Single Upholstered: The same fabric is applied to the seat and inside back.

Dual Upholstered: Two different fabrics are applied to the chair, one fabric to the seat and the other fabric to the inside back. First fabric listed will apply to the back and is the grade of fabric used to price the chair. A dual upholstery upcharge applies.

PRODUCT OPTIONS

Size	Mechanism Style	Arm Style	Upholstery Style	Back Upholstery Finish	Frame & Base Finish	Casters/Glides (Optional)	Other Options (Optional)
F Mid-Back	1 Standard	N No Arms W 2D Height- & Width-Adj. T-Arms Q 4D Width-, Height- & Depth-Adjustable T-Arms with Pivoting Arm Caps	P Single Upholstered D Dual Upholstered	Fabric Leather Seat Upholstery Finish (For Dual) Fabric Leather	E Ebony	A Casters, Soft B Glides, Hard C Glides, Soft	F Fully Assembled

SAMPLE ORDER CODE

NSAD	F	1	W	P	A101	E	F
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DESCRIPTION

PRICE

	COM/ Grade 1	Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
No Arms	598	626	653	681	708	736	764	790	818	914
2D Height & Width-Adjustable T-Arms	718	745	773	800	828	856	883	910	937	1034
4D Width-, Height- & Depth-Adjustable T-Arms	748	775	803	830	858	886	913	940	967	1064

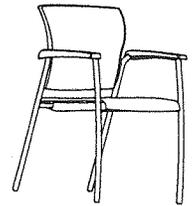
If Dual Upholstered (D) is specified	add 159
If Soft Casters (A) are specified	add 16
If Hard Glides (B) are specified	add 16
If Soft Glides (C) are specified	add 27
If Fully Assembled (F) is specified	add 4

Xpress

NSAG
Savera – Guest Chair

FEATURES

- Entire chair frame is finished in Ebony
- Floor glides are standard



107

PRODUCT OPTIONS

Frame Style	Arm Style	Upholstery Seat Style	Upholstery Finish	Frame Finish
F Four-Leg	K Integrated Arms	N Not Upholstered U Upholstered	Fabric Leather	E Ebony
NSAG F	K	N		E

SAMPLE ORDER CODE

DESCRIPTION

PRICE

	Plastic	Grade 1	COM/ Grade 2	COL/ Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/ Grade 10
Not Upholstered Seat	299	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Upholstered Seat	n/a	359	380	400	421	442	461	483	504	524	596

work chairs

NSAX Savera XL – Synchro-Tilt Task Chair



108

FEATURES

- Standard pneumatic cylinder provides height adjustment of 4"
- Synchro-tilt 3:1 ratio
- Seat and back inner construction are plywood
- Frame, five star base and outerback are plastic
- Tension control
- Frame, five star base and outerback are plastic
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Standard vs Generous Arms: Arms are the same height adjustable style, width clearance is 20 1/2" for Standard and 23" for Generous. Arm placement is done by plant prior to shipping.

Single Upholstered: The same fabric is applied to the seat and inside back.

Dual Upholstered: Two different fabrics are applied to the chair, one fabric to the seat and the other fabric to the inside back. First fabric listed will apply to the back and is the grade of fabric used to price the chair. A dual upholstery upcharge applies.

PRODUCT OPTIONS

Size	Mechanism Style	Arm	Upholstery Style	Back Upholstery Finish	Seat Depth	Cylinder	Frame & Base Finish	Casters/Glides (Optional)
F Mid-Back	1 Standard	N No Arms S Standard G Generous	P Single Upholstered D Dual Upholstered	Fabric Leather Seat Upholstery Finish (For Dual) Fabric Leather	S Small L Large	1 Standard	E Ebony	A Casters, Soft B Glides, Hard C Glides, Soft

SAMPLE ORDER CODE

NSAX F	1	S	P	L207	L	1	E	A
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DESCRIPTION

No Arms
Standard
Generous

PRICE

Grade 1	COM/Grade 2	COL/Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 9	Leather/Grade 10
1080	1114	1148	1183	1216	1250	1285	1319	1353	1471
1179	1213	1247	1282	1315	1349	1384	1418	1452	1570
1179	1213	1247	1282	1315	1349	1384	1418	1452	1570

If Dual Upholstered (D) is specified	add 159
If Soft Casters (A) are specified	add 16
If Hard Glides (B) are specified	add 16
If Soft Glides (C) are specified	add 27

NSAXJ
Savera XL – Synchro-Tilt
Task Chair (CAL-TB133)



FEATURES

- Pneumatic cylinder provides height adjustment of 4"
- Synchro-tilt 3:1 ratio
- Seat and back inner construction are plywood
- Frame, five star base and outerback are plastic
- Tension control
- Hard casters are standard and are well suited for soft flooring such as carpeting
- Soft casters are available for use on hard flooring, such as wood, concrete, or tile

NOTES

Standard vs Generous Arms: Arms are the same height adjustable style, width clearance is 20 1/2" for Standard and 23" for Generous. Arm placement is done by plant prior to shipping.

Single Upholstered: The same fabric is applied to the seat and inside back.

Dual Upholstered: Two different fabrics are applied to the chair, one fabric to the seat and the other fabric to the inside back. First fabric listed will apply to the back and is the grade of fabric used to price the chair. A dual upholstery upcharge applies.

PRODUCT OPTIONS

Size	Mechanism Style	Arm	Upholstery Style	Back Upholstery Finish	Seat Depth	Cylinder Style	Frame & Base Finish	Casters/Glides (Optional)
F Mid-Back	1 Standard	N No Arms	P Single Upholstered	Fabric	S Small L Large	1 Standard	E Ebony	A Casters, Soft
		S Standard	D Dual Upholstered	Seat Upholstery Finish (For Dual)				B Glides, Hard
		G Generous						Fabric

SAMPLE ORDER CODE

NSAXJ	F	1	S	P	M112	L	1	E	A
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DESCRIPTION

PRICE

	Grade 1	Grade 2	Grade 3
No Arms	1278	1312	1346
Standard	1377	1411	1445
Generous	1377	1411	1445

- If Dual Upholstered (D) is specified add 159
- If Soft Casters (A) are specified add 16
- If Hard Glides (B) are specified add 16
- If Soft Glides (C) are specified add 27

CAL-TB133 – flammability test procedure established by the State of California for seating furniture that is used in public occupancies.



BASE:

- reinforced nylon plastic
- 26" base

CASTERS/GLIDES:

- 60mm (2 1/3") hard (carpet casters) are reinforced nylon
- optional soft casters for hard floors are polyurethane coated nylon
- twin-wheeled
- 2 1/8" hard plastic glides
- soft glides have soft felt pads

PNEUMATIC CYLINDER (GAS LIFT):

- gas-assisted pneumatic cylinder

MECHANISMS:

Synchro-Tilt:

- stamped steel construction
- epoxy powder coat paint

Swivel-Tilt:

- cast aluminum and stamped steel
- epoxy powder coat paint

Swivel (Stool):

- stamped steel construction
- epoxy powder coat paint

FOOTRING (STOOL):

- made of aluminum, and steel tube

SEAT:

- constructed of reinforced nylon

BACK:

- constructed of reinforced nylon

J-BAR:

- 5/16" solid steel
- epoxy powder coated

ARMS:

Width & Height-Adjustable T-Arms:

- reinforced nylon armrest structure
- self-skinned urethane arm pads

FOAM:

- molded, colored, polyurethane foam for seat and back
- HCFC and CFC free
- 0 Global warming factor
- "bumpered" as covered sides to protect furniture

	Seat:	Back:
Density:	2.8-3.4 lbs./ft.3	1.7-1.8 lbs./ft.3
IFD @25%:	10.77 lbs	
IFD @65%:	40 lbs	
ILD:		26-30
Flammability:	CAL 117	CAL 117

construction notes

savera xl

BASE:

- reinforced nylon plastic
- 27" base

CASTERS:

- 60mm (2 1/3") hard (carpet casters) are reinforced nylon
- optional soft casters for hard floors are polyurethane coated nylon
- twin-wheeled

PNEUMATIC CYLINDER (GAS LIFT):

- heavy duty gas-assisted pneumatic cylinder

MECHANISMS:

Synchro-Tilt:

- stamped steel construction
- epoxy powder coat paint

SEAT & BACK:

- molded plywood

J-BAR

- 3/8" solid steel
- epoxy powder coated

ARMS:

Height-Adjustable T-Arms:

- reinforced nylon armrest structure
- self-skinned urethane arm pads

FOAM:

- molded, colored, polyurethane foam for seat and back
- HCFC and CFC free
- 0 Global warming factor
- "bumpered" as covered sides to protect furniture

	Seat:	Back:
Density:	2.8-3.4 lbs./ft.3	2.8-3.4 lbs./ft.3
IFD @25%:	12.86 lbs	
IFD @65%:	43 lbs	21.37 lbs
Flammability:	CAL 117	CAL 117

Teknion

Teknion Limited Lifetime Warranty

Teknion will, at no cost to the original purchaser and for as long as the original purchaser owns a Teknion product, repair or replace with a comparable product, at Teknion's option, any part or product sold after January 1, 1995, which fails as a result of a defect in its design, materials or workmanship. For all purposes of this warranty the term "purchaser" is defined as the entity or individual acquiring a new Teknion product as the initial purchaser thereof either from Teknion or an authorized Teknion Dealer.

Exceptions to this warranty include:

- Teknion warrants its Wood Casegoods products to be free from defects in material and workmanship for a period of 10 years, of single-shift service, from the date of delivery;
- Task Lights and grommets, which are warranted for one year from the date of delivery;
- Teknion fabrics and wood veneers, which are warranted for five years from the date of delivery;
- Complements products which are warranted for a period of five years, except for lighting products which are warranted for one year, from the date of delivery;
- Electrical components, which are warranted for 10 years from the date of delivery;
- Moving parts, which include glides, slides, casters, user-adjustable worksurface mechanisms, arms, and bases which are warranted for five years from the date of delivery;
- Teknion warrants its seating products based on a single shift (40 hour week). Usage beyond a single shift (40 hour week) will result in a reduction of the warranty in proportion to the increased usage;
- Seating mechanisms for all seating products, unless otherwise stated, are warranted for 10 years of single shift (40 hour week) usage from date of delivery;
- Pneumatic cylinders for all seating products, unless otherwise stated, are warranted for 10 years of single shift (40 hour week) usage from date of delivery;
- Stacking Chairs and related accessories are warranted for 5 years from the date of delivery;
- Connexion™ and Savera®XL chairs are warranted based on multi-shift usage (24 hours per day, 7 days a week) as follows:- Free from defects in material and workmanship for a period of 3 years - Seating Mechanism and pneumatic cylinders: 3 years- Moving parts, fabric and foam: 2 years; For single shift use (40 hour week), Connexion is warranted for 10 years;
- Altos® and Oprots™ Full-Height Wall Systems which are warranted for 10 years from the date of delivery;
- The Routes™ flooring system which is warranted for 10 years from the date of delivery;
- Iterby Italiana Mobili S.r.l. products which are warranted for five years from the date of delivery.

This warranty does not include:

- Customer's Own Material or finishes applied to Teknion products (which include graded-in fabrics, which are treated by Teknion as a Customer's Own Material);
- Natural Wood Veneer which is a natural material and will have shade differences between veneer sheets, which will be more apparent between differing lots and fading on wood veneers that can be caused by exposure to U.V. rays/sunlight;
- Wood color, grain and stain acceptance which may occur due to the natural elements of wood;
- Marble, which is a natural product. Marble's soft and porous density makes it more vulnerable to damage and chipping;
- Ballast and light bulbs;
- Products which have been modified or which have not been installed or used according to Teknion's application and installation guidelines or warnings;
- Products that must be replaced due to normal wear and tear, negligence, abuse, accident or shipping damage;
- Products used for rental purposes.

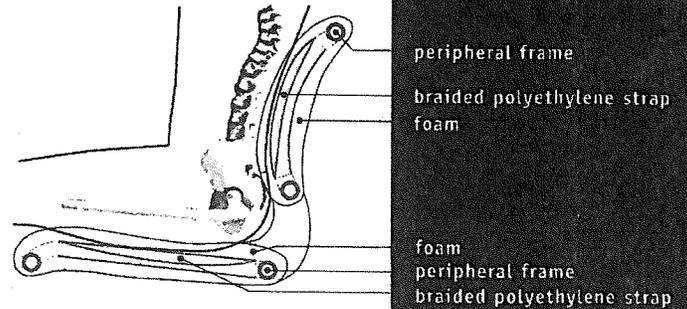
In no event shall Teknion be liable in either tort or contract for any loss or direct, special, incidental, consequential or exemplary damages.

This warranty is the Customer's sole remedy for product defect. Teknion makes no warranties, including the express or implied warranties of merchantability and fitness for a particular purpose, other than the express warranties contained herein.

10/22/10



Every A.D.I. chair is manufactured using this highly ergonomic system developed by A.D.I. that frees the body from any contact with a rigid surface. Braided polyethylene straps stretched over a tubular steel frame ensure comfort, lightness and well being.



conditions of sale

Prices

All prices shown are suggested retail prices, no taxes included, and are subject to change without notice.

These prices are guaranteed for 30 days from the date of quotation and are firm and final after acceptance of the order.

Terms of payment: net 30 days from date of invoice.

No cash or early payment discount.

Prices do not include installation.

Orders

All orders must be approved by A.D.I. Our written acknowledgment binds the two parties. Customers are responsible for checking the information on the acknowledgment. Any subsequent change must be approved by A.D.I. and may result in additional charges.

All orders are subject to a minimum charge of \$50 list.

Cancellation

If an order is cancelled without consent, A.D.I. reserves the right to charge the customer for the portion of the order which has been completed at the date of cancellation, plus an amount equal to the profit lost on the remaining portion of the order.

Prices & Shipping

a) The prices are F.O.B. Distributor (landed) for all locations in continental U.S.A.

Parts orders are F.O.B. factory for all locations plus any shipping costs.

Delivery is made to the unloading dock and does not include unpacking or installation, and there are no inside deliveries unless approved by A.D.I.

b) Shipments will be handed over to the common carrier in good condition; A.D.I.'s liability ceases at this point. A.D.I. will choose the carrier unless the shipment is F.O.B. factory and the freight carrier is indicated on the order.

c) Damages or shortages should be claimed from the carrier within 7 days of reception. Damages or shortages must be noted directly on your copy of the delivery slip by the carrier.

d) No allowance is given for orders picked up at the factory.

Merchandise Returns

a) No merchandise may be returned without our written consent and our shipping instructions. If this procedure is not followed, the merchandise will not be accepted by the factory and will be reshipped collect without further notice.

b) Claims for factory defects must be made within 10 days. Merchandise must reach factory within 15 days of receipt of written authorization to return from A.D.I. If not, no credit will be issued.

Specifications

A.D.I. reserves the right to modify the specifications of products, materials, design or accessories without notice. A.D.I. also reserves the right to halt production of any product at any time.

The products, accessories, materials and finishes as described in the price lists shall prevail over the content of brochures or folders.

The dimensions given are for reference only and can vary depending on how the seat and backrest are adjusted, the compression of the foam and the type of fabric that is used.

Warranties

All products manufactured by A.D.I. carry a lifetime Warranty on the steel structure, suspension belts, base, mechanisms, casters and gas cylinder and a 5 year Warranty on carded fabrics (normal use). Everest and Marathon chairs are warranted for a period of 5 years on all parts. In the case of materials and leathers whose suppliers cannot guarantee absolute color consistency, A.D.I. declines any responsibility for variations that might occur.

Shells on MP and GO chairs are guaranteed against delaminating for a period of 5 years. There is no guaranty against scratches.

contact us

Orders may be faxed or e-mailed, no phone orders will be accepted. Should you need additional information, please contact our customer service department.

Info@adi-artdesign.com

ART DESIGN INTERNATIONAL 3450, 1st Street, St-Hubert (Quebec) Canada J3Y 8Y5
Tel.: (450) 926-1004 / (888) 926-1004 • Fax: (450) 926-0013 / (888) 407-6435

ADI SEATING LLC 25589 SW Canyon Creek Road, Suite 500, Wilsonville OR 97070
Tel.: (503) 982-3118 / (888) 864-5348 • Fax: (503) 982-3359 / (800) 910-3952

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.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS
City of Lincoln, Nebraska, County of Lancaster, Public Building Commission
"Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

C-12-0699

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**

**Pay-Less Office Products, Inc.
13467 Chandler Road
Omaha, NE 68138
402-891-6210**

**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 Pay-Less Office Products, Inc., 13467 Chandler Road, Omaha, NE 68138, 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Richard Lydon

Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

James [unclear]

Deanne [unclear]

[unclear]

Beet [unclear]

dated 12/18/12

EXECUTION BY CONTRACTOR

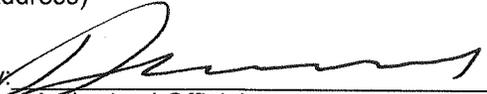
IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Payless Office Products
Name of Corporation

13467 Chandler Road
(Address)

By: 
Duly Authorized Official

VP Sales & Marketing
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

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	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building		Building	
Bid Number	12-249	Floor/Room	Suite 200	Floor/Room	
Title	Annual Supply - Office Seating	Telephone	1 (402) 441-8309	Telephone	
Bid Type	RFP	Fax	1 (402) 441-6513	Fax	
Issue Date	09/12/2012	Email	rwalla@lincoln.ne.gov	Email	
Close Date	9/26/2012 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Pay-LESS Office Products, INC.
 Address 13467 Chandler Road
 Omaha, NE 68138
 Contact Jean Olson
 Department
 Building
 Floor/Room
 Telephone 1 (402) 891-6210 718
 Fax 1 (402) 891-6221
 Email jolson@paylessoffice.com
 Submitted 9/26/2012 11:20:43 AM 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.	Yes
7	Contact	Name of person submitting this bid:	Jean Olson
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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	b, 2 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.	5-7 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 PDF attachment by Pay-LESS Office Products, Inc.

Response Total: \$0.00

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	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
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			

DATE: 10/25/12 **QUOTE# 6695-0** OR



Your Complete Office Solution

Remit to: Pay-LESS Office Products, Inc.
 PO Box 390157, Omaha, NE 68139
 (402) 891-6210 • Fax (402) 891-6221
 www.paylessoffice.com

If you have questions about your quote Please
 contact your Account Representative listed below.
 Thank you!

JEAN OLSON 402-885-7718
PROJECT #: 6144
PROJECT NAME: 20121025 CITY OF LINCOLN

Billing Address

CITY OF LINCOLN
 STE 200, SOUTHWEST WING
 440 S 8TH ST
 LINCOLN NE 68508 2294

PHONE # 402-441-8313 PO #

Shipping Address

1. DEPT:
 2. SUITE:
 3. ADDRESS:
 LINCOLN NE

Account # 11492 Dept#

MFG/Item #	Description	QTY	Your Price	Ext Price
	4. ZIP CODE: _____			
	5. PURCHASE ORDER #: _____			
	6. CONTACT: _____			
	7. PH: _____			
	8. TAG: _____			
	9. DELIVERY INST: _____			
	10. NOTES: _____			
2661-8	GUS LOOVER-High back weight sensing synchro w/arms. Soft descent pneumatic seat height adjustment. Option = ~03 GRADE 03 Option = ~URBA URBAN (PARKER) Option = UR20 1-GRANITE ROCK Option = AA A-HT/PVT ADJ TEL EXT ARMRST Option = BK F-(STD) BLACK Option = C1 C-(STD) 2" DUAL-WHL CASTOR - BLCK Option = VU19 M-MESH - COAL BLACK - STD	1	387.490	387.49
INSTALL	OIS DELIVER AND INSTALL	1	40.000	40.00

SUBTOTAL 427.49

ACCEPTED BY _____ DATE _____

TOTAL 427.49

No product will be ordered until signed copy of proposal is returned. Quoted price is valid for 30 days unless otherwise noted. Allow 2-3 weeks for delivery unless otherwise noted. Special order items are subject to 4-6 week lead-time. NOTE: All pricing is reflected without installation cost and will be additional to bid unless otherwise noted. Installation is bid at regular time rate, unless an overtime (after hours) rate is required. Any alterations of deviations from the agreed installation plan, while in progress, will require a written change order and will be billed as an extra from the above quotation. Method of payment are as follow: 40% deposit of sale price prior to order date and remainder at 30 days, or upon customer's request, deposit can be 1/3 of the sale price, 1/3 at the time of delivery and remaining balance at 30 days. A late fee of 15% of the sale price will be added if the balance is not paid within 30 days.

Thank you for choosing PL-Interiors! A division of Pay-LESS Office Products, Inc Omaha, NE [p] 402-891-6210 [f] 402-891-6221

DATE: 10/25/12 QUOTE# 6696-0 OR



Remit to: Pay-LESS Office Products, Inc.
 PO Box 390157, Omaha, NE 68139
 (402) 891-6210 • Fax (402) 891-6221
 www.paylessoffice.com

If you have questions about your quote Please
 contact your Account Representative listed below.
 Thank you!

JEAN OLSON 402-885-7718
 PROJECT #: 6145
 PROJECT NAME: 20121025 CITY OF LINCOLN

Your Complete Office Solution

Billing Address

CITY OF LINCOLN
 STE 200, SOUTHWEST WING
 440 S 8TH ST
 LINCOLN NE 68508 2294

Shipping Address

1. DEPT: _____
 2. STE: _____
 3. ADDRESS: _____
 LINCOLN NE

PHONE # 402-441-8313 PO #_

Account # 11492 Dept#

MFG/Item #	Description	QTY	Your Price	Ext Price
	4. ZIP CODE: _____			
	5. PURCHASE ORDER #: _____			
	6. CONTACT: _____			
	7. PH: _____			
	8. TAG: _____			
	9. DELIVERY INST: _____			
	10. NOTES: _____			
	**Attention :ATTN:			
	Who Called : PH:			
2221-3	GUS WEEV-Medium back multi-tilter chair with arms. Option = ~03 GRADE 03 Option = ~URBA URBAN (PARKER) Option = UR22 1-BLACK COAL Option = AA A-HT/PVT ADJ TEL EXT ARMRST Option = BK F-(STD) BLACK Option = C1 C-(STD) 2" DUAL-WHL CASTOR - BLCK	1	315.140	315.14
INSTALL	OIS ASSEMBLE AND DELIVER	1	40.000	40.00

SUBTOTAL 355.14

ACCEPTED BY _____ DATE _____

TOTAL 355.14

No product will be ordered until signed copy of proposal is returned. Quoted price is valid for 30 days unless otherwise noted. Allow 2-3 weeks for delivery unless otherwise noted. Special order items are subject to 4-6 week lead-time. NOTE: All pricing is reflected without installation cost and will be additional to bid unless otherwise noted. Installation is bid at regular time rate, unless an overtime (after hours) rate is required. Any alterations or deviations from the agreed installation plan, while in progress, will require a written change order and will be billed as an extra from the above quotation. Method of payment are as follow: 40% deposit of sale price prior to order date and remainder at 30 days, or upon customer's request, deposit can be 1/3 of the sale price, 1/3 at the time of delivery and remaining balance at 30 days. A late fee of 15% of the sale price will be added if the balance is not paid within 30 days.

Thank you for choosing PL-Interiors! A Division of Pay-LESS Office Products, Inc Omaha, NE [p] 402-891-6210 [f] 402-891-6221



Your Complete Office Solution

DATE: 12/05/12 QUOTE# 6876-0 OR

Remit to: Pay-LESS Office Products, Inc.
 PO Box 390157, Omaha, NE 68139
 (402) 891-6210 • Fax (402) 891-6221
 www.paylessoffice.com

If you have questions about your quote Please
 contact your Account Representative listed below.
 Thank you!

JEAN OLSON 402-885-7718
 PROJECT #: 6301
 PROJECT NAME: 20121205 CITY OF LINCOLN

Billing Address

CITY OF LINCOLN
 STE 200, SOUTHWEST WING
 440 S 8TH ST
 LINCOLN NE 68508 2294

Shipping Address

1. DEPT: _____
 2. STE: _____
 3. ADDRESS: _____
 LINCOLN NE

PHONE # 402-441-8313 PO #PO#_ Account # 11492 Dept#

MFG/Item #	Description	QTY	Your Price	Ext Price
	4. ZIP CODE: _____			
	5. PURCHASE ORDER #: _____			
	6. CONTACT: _____			
	7. PH: _____			
	8. TAG: _____			
	9. DELIVERY INST: _____			
	10. NOTES: _____			
	**Attention :ATTN:			
2220-3	GUS WEEV-High back multi-tilter chair with arms. Option = ~03 GRADE 03 Option = ~URBA URBAN (PARKER) Option = UR22 1-BLACK COAL Option = SC A-HGT ADJ SSU Option = BK F-(STD) BLACK Option = C1 C-(STD) 2" DUAL-WHL CASTOR - BLCK	1	327.250	327.25
INSTALL	OIS ASSEMBLE AND DELIVER	1	40.000	40.00

SUBTOTAL 367.25

ACCEPTED BY _____ DATE _____

TOTAL 367.25

No product will be ordered until signed copy of proposal is returned. Quoted price is valid for 30 days unless otherwise noted. Allow 2-3 weeks for delivery unless otherwise noted. Special order items are subject to 4-6 week lead-time. NOTE: All pricing is reflected without installation cost and will be additional to bid unless otherwise noted. Installation is bid at regular time rate, unless an overtime (after hours) rate is required. Any alterations or deviations from the agreed installation plan, while in progress, will require a written change order and will be billed as an extra from the above quotation. Method of payment are as follow: 40% deposit of sale price prior to order date and remainder at 30 days, or upon customer's request, deposit can be 1/3 of the sale price, 1/3 at the time of delivery and remaining balance at 30 days. A late fee of 15% of the sale price will be added if the balance is not paid within 30 days.

Thank you for choosing PL-Interiors! A division of Pay-LESS Office Products, Inc Omaha, NE [p] 402-891-6210 [f] 402-891-6221

DATE: 10/26/12 **QUOTE# 6697-0** OR



Your Complete Office Solution

Remit to: Pay-LESS Office Products, Inc.
 PO Box 390157, Omaha, NE 68139
 (402) 891-6210 • Fax (402) 891-6221
 www.paylessoffice.com

If you have questions about your quote Please
 contact your Account Representative listed below.
 Thank you!

JEAN OLSON 402-885-7718
PROJECT #: 6146
PROJECT NAME: 20121025 CITY OF LINCOLN

Billing Address

CITY OF LINCOLN
 STE 200, SOUTHWEST WING
 440 S 8TH ST
 LINCOLN NE 68508 2294

Shipping Address

1. DEPT: _____
 2. SUITE: _____
 3. ADDRESS _____
 LINCOLN NE

PHONE # 402-441-8313 PO #_

Account # 11492 Dept#

MFG/Item #	Description	QTY	Your Price	Ext Price
------------	-------------	-----	------------	-----------

- 4. ZIP CODE: _____
 - 5. PURCHASE ORDER #: _____
 - 6. CONTACT: _____
 - 7. PH: _____
 - 8. TAG: _____
 - 9. DELIVERY INSTRUCTIONS: _____
 - 10. NOTES: _____
- Who Called : CONTACT: _____

6621	GUS DUET-Sledbase side chair. Plastic seat and back. Option = ~01 GRADE -- Option = ~DPLS DUET PLASTIC COLOR Option = BLK 1-BLACK Option = CH F-CHROME	1	86.600	86.60
------	---	---	--------	-------

SUBTOTAL 86.60

ACCEPTED BY _____ DATE _____

TOTAL 86.60

No product will be ordered until signed copy of proposal is returned. Quoted price is valid for 30 days unless otherwise noted. Allow 2-3 weeks for delivery unless otherwise noted. Special order items are subject to 4-6 week lead-time. NOTE: All pricing is reflected without installation cost and will be additional to bid unless otherwise noted. Installation is bid at regular time rate, unless an overtime (after hours) rate is required. Any alterations or deviations from the agreed installation plan, while in progress, will require a written change order and will be billed as an extra from the above quotation. Method of payment are as follow: 40% deposit of sale price prior to order date and remainder at 30 days, or upon customer's request, deposit can be 1/3 of the sale price, 1/3 at the time of delivery and remaining balance at 30 days. A late fee of 15% of the sale price will be added if the balance is not paid within 30 days.

Thank you for choosing PL-Interiors! A division of Pay-LESS Office Products, Inc Omaha, NE [p] 402-891-6210 [f] 402-891-6221



City of Lincoln, Nebraska
Specifications
Ergonomic Office Seating
September 26, 2012

2. Pricing

2.1 Full Line Seating offer from vendor Pay-LESS Office Products, Inc. Omaha, NE. Seating offering of Global.

- Dedicated Task - Weev
- Multi-Task - Granada
- Managerial - Truform
- Side - Supra
- Lobby - Wind
- Conference Room - Aspen
- Stacking Chairs – Duet
- All selections provided below by Pay-LESS Office products below are priced based on the In-Stock furniture selections that will allow for a 3 day Quick Ship

2.2 Written Response for each chair proposed

2.2.1 Seating Manufacturer -

2.2.2 Warranty Information on all parts

2.2.3 Manufacturer's list price

2.2.4 Discount Schedule –

Price Breaks for ordering 10 or more –

2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Dedicated Task – Weev, Part Number: 2221-3 UR15**

2.2.1 Seating Manufacturer - Global

2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty

2.2.3 Manufacturer's list price - \$575.00

2.2.4 Discount Schedule – 45% off List

Price Breaks for ordering 10 or more – \$48% off list

2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Multi-Task - Granada, Part Number: 3212 3N S101**

2.2.1 Seating Manufacturer - Global

2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty

2.2.3 Manufacturer's list price - \$660.00

2.2.4 Discount Schedule – 45% off List

Price Breaks for ordering 10 or more – \$48% off list

2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Managerial – Truform**, Part Number: 5450-3 SC JN02
 - 2.2.1 Seating Manufacturer - Global
 - 2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty
 - 2.2.3 Manufacturer’s list price - \$621.00
 - 2.2.4 Discount Schedule – 45% off List
 - Price Breaks for ordering 10 or more – \$48% off list
 - 2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Side - Supra**, Part Number: 5332 S106
 - 2.2.1 Seating Manufacturer - Global
 - 2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty
 - 2.2.3 Manufacturer’s list price - \$362
 - 2.2.4 Discount Schedule – 45% off List
 - Price Breaks for ordering 10 or more – \$48% off list
 - 2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Lobby - Wind**, Part Number 3361LM 477/577
 - 2.2.1 Seating Manufacturer - Global
 - 2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty
 - 2.2.3 Manufacturer’s list price - \$1565.00
 - 2.2.4 Discount Schedule – 45% off List
 - Price Breaks for ordering 10 or more – \$48% off list
 - 2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Conference Room – Aspen**, Part Number 2851-3 AS JN11
 - 2.2.1 Seating Manufacturer - Global
 - 2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty
 - 2.2.3 Manufacturer’s list price - \$878
 - 2.2.4 Discount Schedule – 45% off List
 - Price Breaks for ordering 10 or more – \$48% off list
 - 2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

- **Stacking Chairs – Duet**, Part Number 6621 BLK
 - 2.2.1 Seating Manufacturer - Global
 - 2.2.2 Warranty Information on all parts – Lifetime Warranty – Per Global Seating Warranty
 - 2.2.3 Manufacturer’s list price - \$158
 - 2.2.4 Discount Schedule – 45% off List
 - Price Breaks for ordering 10 or more – \$48% off list
 - 2.4.4.1 Separate Discounts – Same discount percentage for all seating from Global

3. Ordering

- 3.1 The Vendor Representative will be Jean Olson ph. 402-885-7718 jolson@paylessoffice.com
- 3.2 Orders placed as an as-needed bases.

4. Trade-In Allowance

- 4.1.2 Vendor Pay-LESS Office Products agrees to dispose of parts and will divert materials from the Sanitary Landfill by donating any items in working condition to the Salvation Army Discounts Stores, Disable American Veterans or the Goodwill Industries.

5. Warranties

- 5.1 Written Reponse of applicable warranty terms and conditions.
- 5.2 Full details of warranty components (See the attached Global Warranty information)
- 5.2.1 Frame/Structural components, Lifetime warranty per General Commerical Seating. Globals' wannaty for general commerical seating covers all chair components...frame..and other structural componets.
- 5.2.2 Fabrics/upholstery, Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls, and leather produts for five (5) years.
- 5.2.3 Penumatic cylinder/casters, Lifetime warranty per General Commerical Seating. Globals' wannaty for general commerical seating covers all chair components including pneumatic cylinders, bases, casters, .and other structural componets.
- 5.2.4 Normal use warranty, The warranty applies to single shift, standard commercial usage, defined as a standared eight (8) hour day, fourty (40) hour week for users weighing up to 300 lbs.
- 5.2.5 24x7 Shift warranty, Global offers prodaucts deisgned for multiple shift applications (24 hours a day/7 days a week).... Global warrants these products for twelve (12) years to the original purchaser.
- 5.2.6 Maxiumum weight capacity – See the selected Global chair. The General Commercial Seating. The warranty applies to single shift, standard commercial usage, defined as a standared eight (8) hour day, fourty (40) hour week for users weighing up to 300 lbs.

6. Delivery

- 6.1 Vendor shall indicate any delivery and assembly charges. Pay-LESS Office Products will provide the chair assembly and installation by Pay-LESS Installers and/or Office Installation Specialists (OIS) of Lincoln, NE. Single chair per delivery location charge \$40.00 to assemble and deliver. Additional chairs \$20.00 per chair.

LIFETIME WARRANTY

INTRODUCTION

WARRANTY

login, select INFORMATION, then GLOBAL, and then PRICE BOOK/PRICING.
Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser.

Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

GENERAL COMMERCIAL SEATING

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and textile program cards), mesh material and electrical devices, are warranted for five (5) Years
- Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

HEAVY DUTY SEATING

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/backs, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Malaga TS, Mallorca TS, Maxima II, Robust, Salute, Saxon, Stamina+, Truform TS, Yorkdale TS and TriTek Ergo Select TS.

LIGHT USE SEATING

Global offers light use seating that is warranted for ten (10) years for the original purchaser. The warranty covers all components (frames, glides, and arms). The foam/textiles are warranted for five (5) years. The warranty on these light use series is for an eight (8) hour day, forty (40) hour week for users up to 200 pounds. Light use product series that apply under this warranty currently consists of Galaxy and Key series.

TEXTILES

Global warrants Global branded textiles and Global carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Global carded textile programs are currently with Momentum, Maharam, KnollTextiles, Designtex, Ultrafabrics, Dani and Spinneybeck. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

SEATING WARRANTY SUMMARY

SEATING TYPE	COMPONENTS WARRANTY FOR ORIGINAL PURCHASER	USE TIME FOR WARRANTY COVERAGE	EXCEPTIONS
General Commercial Seating	Lifetime	8 Hours / 5 Days Per Week	Foam / Textiles / Mesh, Electrical Devices - 5 Years Control Mechanisms - 12 Years
Heavy Duty Seating	12 Years	24 Hours / 7 Days Per Week	Foam / Textiles - 5 Years
Light Use Seating	10 Years	8 Hours / 5 Days Per Week	Foam / Textiles - 5 Years

Ergonomic Features



A TENSION ADJUSTMENT

Increase or decrease to match body weight. Allows you to rock comfortably, without heavy pushing, reducing muscle fatigue.



B CHAIR TILT LOCK

Lock the tilt movement in position(s) to accommodate your working posture. Allows you to lock your chair in a comfortable and supportive position. (can be either single position or infinite style).



C SEAT HEIGHT

Raise or lower to allow your feet to rest flat on the floor. Avoids pressure under your thighs, easing blood flow.



D BACK HEIGHT

Raise or lower to position lumbar support in your lumbar area. Reduces likelihood of back pain.



E SEAT DEPTH

Change the depth of the seat to accommodate the length of your thighs. Keeps your back in contact with the backrest while avoiding pressure behind your knees.



F FORWARD SEAT ANGLE

Allows chair to tilt forward changing the angle of your thighs in relation to the floor. Helps reduce disc pressure during forward leaning tasks.



G BACK ANGLE

Adjust to change the angle of your torso in relation to your thighs. Helps reduce disc pressure and relaxes your back muscles.



H ARM HEIGHT

Raise or lower to support your forearms. Reduces muscular effort in neck and shoulders, minimizing risk of pain.



J KNEE-TILT MOVEMENT

Chair tilts from a pivot point at the front of the seat, keeping your feet on floor as you rock. Maintains stability while enhancing blood flow.



L SYNCHRO-TILT MOVEMENT

Backrest reclines at a faster rate than the seat, increasing the angle between your torso and thighs. Enhances comfort and encourages dynamic body movement.



M WATERFALL SEAT EDGE

Reduces pressure at the back of the knee, contributing to good blood flow.



N PROPERLY CONTOURED CUSHIONS

Support the body effectively, allowing you to sit longer without discomfort.



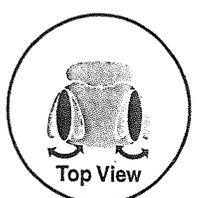
P VIBRATING BACK/SEAT

Soothing effect contributes to your relaxation during work breaks.



Q WIDTH ADJUSTABLE ARMS

Allows outward movement of armrests to match shoulder breadth. Ensures armrests properly support forearms, reducing muscular effort in neck and shoulders.



R ARM ROTATION

Rotate armcap to support your forearm in various positions. Reduces muscular effort in neck and shoulders, minimizing risk of pain.



S CENTER-TILT MOVEMENT

Chair tilts from a pivot point under the center of the seat allowing you to rock. When your feet are well supported, blood flow is enhanced.



T PUSH BUTTON

Push to activate control. Location within reach increases your adjustment. Promotes good posture as you move to various positions.

Maximize Your Ergonomic Seating

Every Global chair is built with features that are ergonomically designed to promote proper posture and provide maximum comfort. While fully supporting your body, these features also allow you to adjust your chair to fit YOU!

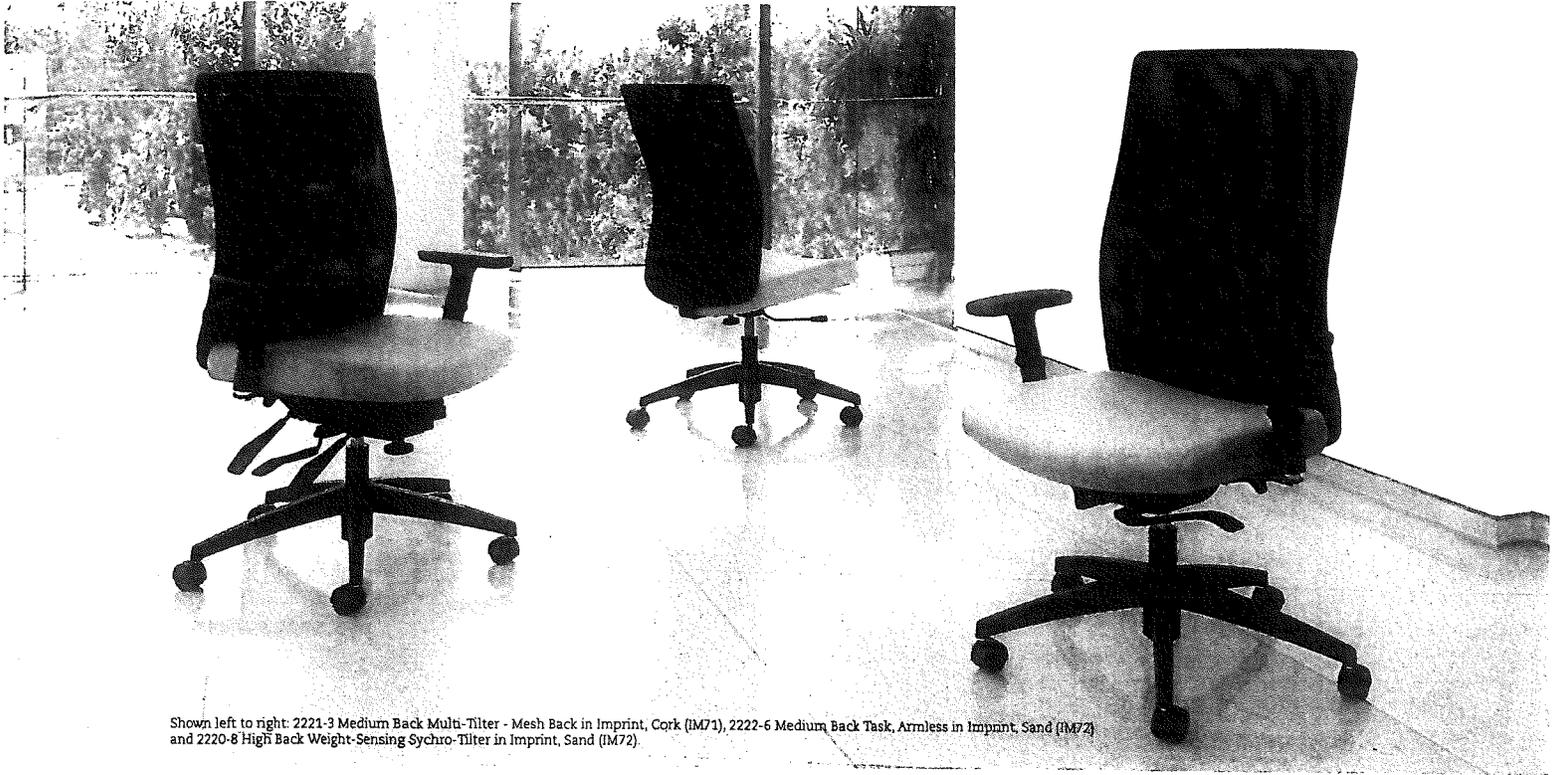
Always select a chair that is designed for the type of work you perform and make certain the chair is comfortable for the length of time spent using it. Ensure that the seat and back cushions are contoured to fit your body, which will help eliminate pressure points. An ergonomically designed chair should allow changing positions easily. As you work, reposition yourself throughout the day to reduce strain and stress on specific muscle groups. If you change job functions, adjust your chair to fit the new task.

Proper ergonomic seating should help eliminate many of the work-related injuries that result from poor posture and poorly designed seating.

Weev

Beautiful mesh seating at an affordable price. The woven chair back 'breathes and gives' as the user leans into it, removing pressure points along the spine. The built-in lumbar support is flexible, reshaping to match and support the users' body profile.

Ergonomic Features: A, B, C, F, G, H, M, N, Q, S



Shown left to right: 2221-3 Medium Back Multi-Tilter - Mesh Back in Imprint, Cork (IM71), 2222-6 Medium Back Task, Armless in Imprint, Sand (IM72) and 2220-8 High Back Weight-Sensing Sychro-Tilter in Imprint, Sand (IM72).

INstock Weev Model



2221-3

INstock 3 DAY
2221-3 Medium Back Multi-Tilter
 Shown in Urban, Beach Day (UR15)
 25W x 24D x 39H
 Price As Stocked \$575

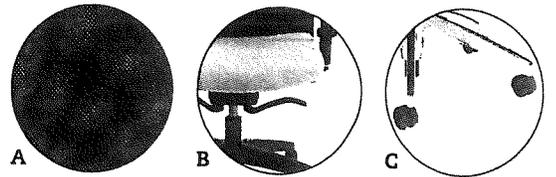
Additional Weev Model
 (normal lead time applies)



2220-3

INstock 3 DAY
2220-3 High Back Multi-Tilter
 Shown in Designtex Delaine, Marble (DE54)
 25W x 24D x 42H
 Starting At \$595

Features:



A. Breathable mesh back with built-in lumbar support. **B.** Weight-sensing synchro-til mechanism (available on certain models only). **C.** Aluminum spider base - B7A (Optional - Add \$133 list).



2221-3 shown in Urban, Granite Rock (UR20)



2221-3 shown in Urban Black Coal (UR22)

INstock Fabrics - Weev



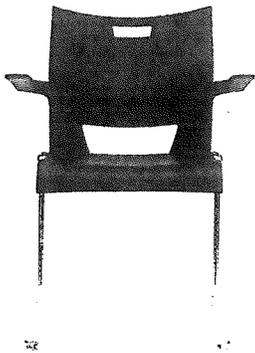
Urban - Beach Day [UR15], Granite Rock [UR20], Black Coal [UR22]

Duet features a ½ inch diameter, chrome plated, solid steel frame that incorporates a built-in wall saver feature. Duet models 6621 and 6621G can be stacked and stored up to 40 high on an optional mobile dolly. Designed by Zooey Chu.



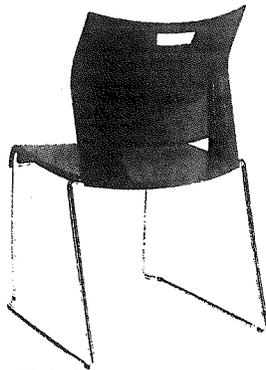
Duet shown left to right: 6621TRB Tablet Armchair in Ivory Clouds (IVC), 6620 Armchair in Asphalt Night (BLK) and 6621 Armless Chair in Lip Smacker (LPS).

INstock Duet Models



6620

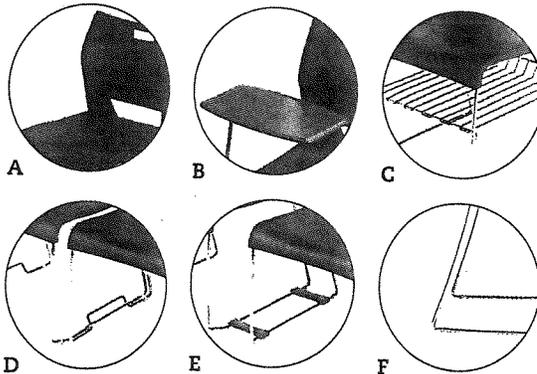
Armchair with polypropylene seat and back - Shown in Asphalt Night (BLK)
 25.5W x 23D x 32.25H
 Price As Stocked \$223



6621 (back)

Armless Chair with polypropylene seat and back - Shown in Asphalt Night (BLK)
 20.5W x 23D x 32.25H
 Price As Stocked \$158

Features:



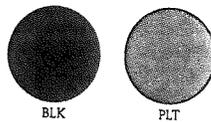
A. Upholstered seat (shown above) and upholstered seat and back models are also available. **B.** Optional writing tablet flips up to allow easy entry. Offered in Black phenolic material. **C.** Two types of racks are available: book rack and backpack rack. **D.** Integrated ganging available for selected armless chairs. **E.** Ganging bracket set for use with all armless chairs with non-integrated ganging feature. Consists of two same size brackets that snap on the front and rear of the sled base. **F.** Wall saver leg design.



6624

Dolly - shown with 6621 stacked
 26.5W x 40D x 19H
 Price As Stocked \$473

INstock Finishes - Duet



Polypropylene - Asphalt Night (BLK), Platinum (PLT)



Your Complete Office Solution



Your Complete Office Solution

Jean Olson

Director of Furniture Sales
jolson@paylessoffice.com

direct: 402-885-7718 • fax: 402-891-6221
13467 Chandler Road, Omaha, Nebraska 68138
www.paylessoffice.com

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.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission "Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	The City of Lincoln		Name	Pay-Less Office Products, Inc.	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	13467 Chandler Road	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Omaha	NE	68138

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Pay-Less Office Products, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 13467 Chandler Road		
City Lincoln	State NE	Zip Code 68508	City Omaha	State NE	Zip Code 68138

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

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www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lincoln-Lancaster County Public Building Commission				Name Pay-Less Office Products, Inc.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 13467 Chandler Road			
City Lincoln	State NE	Zip Code 68508		City Omaha	State NE	Zip Code 68138	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number State

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here ▶

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

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www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.

C-12-0701

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**

**Staples Contract & Commercial, Inc.
operating as Business Interiors by Staples
4205 S. 96th St.
Omaha, NE 68127
402-898-6507**

**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 Staples Contract & Commercial, Inc. operating as Business Interiors by Staples, 4205 S. 96th St., Omaha, NE 68127, 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Richard Labow
Per _____
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

Joe Rayburn

Benue Neese

John Har

East Dwyer

dated 12/18/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

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

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

ASST Secretary [Signature] (SEAL)

Staples Contract & Commercial, Inc.
Name of Corporation

500 Staples Drive; Framingham, MA 01702
(Address)

By: [Signature]
Duly Authorized Official John Michael
Vice President & General 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

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	Department	Purchasing	Department	
Fax	1 (402) 441-6513	Building	Suite 200	Building	
Bid Number	12-249	Floor/Room		Floor/Room	
Title	Annual Supply - Office Seating	Telephone	1 (402) 441-8309	Telephone	
Bid Type	RFP	Fax	1 (402) 441-6513	Fax	
Issue Date	09/12/2012	Email	rwalla@lincoln.ne.gov	Email	
Close Date	9/26/2012 12:00:00 PM CST				
Need by Date					

Supplier Information

Company Staples, Inc
 Address 4205 S 96th St

 Omaha, NE 68127
 Contact Patrick Martin
 Department
 Building
 Floor/Room
 Telephone 1 (402) 707-4111
 Fax 1 (402) 898-6551
 Email patrick.martin@staples.com
 Submitted 9/26/2012 8:52:10 AM CST
 Total \$0.00

Signature _____

Supplier Notes

Please find our attached bid documents. If there is any further information we can provide, please don't hesitate to contact us. We appreciate the opportunity to provide seating solutions and look forward to working with you.

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.	Yes
7	Contact	Name of person submitting this bid:	Sheri Shipman
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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) YES (b) YES (c) 2 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.	30
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:

Response Total: \$0.00

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	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			
Celle	Herman Miller	AOI	\$ 498.00
Celle (w/upholstery)	Herman Miller	AOI	\$ 572.00
Includes Delivery			
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			
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			

Item	Mfg	Part Number	Part Description	Tag	Qty	List	Sell	Sell - %
1	HON	HITL3 A .H .U \$(3) ~ .T .SB	Tsk Low Bck Pneu Syn&Ten Tilt Bck Ang Adj St Glid Arm: Height and Width Adj CASTER: Hard Back: Upholstered GRADE: III UPHOLSTERY Undecided FABRIC Option FRAME: Black Base: Standard Black	DEDICATED TASK	1	\$ 556.00	\$ 250.20	55.000
2	HON	HIWM3 A .H .U \$(3) ~ .T .SB	Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Ten Seat Glid Arm: Height and Width Adj CASTER: Hard Back: Upholstered GRADE: III UPHOLSTERY Undecided FABRIC Option FRAME: Black Base: Standard Black	MULTI TASK	1	\$ 589.00	\$ 265.05	55.000
3	HON	HIEH3 A .H .U \$(4) WP ~ .T .SB	Exe HB Pneu Syn Tilt Bck Adj Tilt Ten Seat Glide Bk Arm: Height and Width Adj CASTER: Hard Back: Upholstered GRADE: IV UPHOLSTERY UPH: Whisper Vinyl Undecided FABRIC Option FRAME: Black Base: Standard Black	MANAGERIAL	1	\$ 677.00	\$ 304.65	55.000
4	HON	HIGCL .E .U \$(3) ~ .T	Guest Chair Four Leg Frame Arms Glide: Glide Back: Upholstered GRADE: III UPHOLSTERY Undecided FABRIC Option FRAME: Black	SIDE CHAIR	1	\$ 364.00	\$ 163.80	55.000
5	HON	H2111 ~ \$(4) ~	2110 Series Guest Leg Base Arms Undecided FINISH Option GRADE: IV Upholstery Undecided FABRIC Option	LOBBY CHAIR	1	\$ 522.00	\$ 234.90	55.000
6	HON	HFAA01 \$(4) ~ ~ BC	Arm Chair GRADE: IV UPHOLSTERY Undecided FABRIC Option Undecided FRAME Option Packaged in Carton	LOBBY LOUNGE	1	\$ 1,479.00	\$ 665.55	55.000
7	HON	HIEH2 A .H .U \$(4) WP ~ .T .SB	Exe HB Pneu Tilt Ten Syn Tilt Seat Glide Bck Ht Adj Arm: Height and Width Adj CASTER: Hard Back: Upholstered GRADE: IV UPHOLSTERY UPH: Whisper Vinyl Undecided FABRIC Option FRAME: Black Base: Standard Black	CONFERENCE	1	\$ 653.00	\$ 293.85	55.000
8	HON	H4041 ~ .Y	4041 Polymer Seat & Back 4 Chairs Per Carton Undecided SHELL Option FRAME: Chrome	STACK CHAIR	1	\$ 554.00	\$ 249.30	55.000
Grand Total								55.000



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us.

The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product.

In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product or, if you prefer, we will refund your purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by your HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (lamps and ballasts are not covered)
- Seating ilira®-stretch
- Laminate surfaces
- Seating controls
- Signal seating upholstery fabric
- Accessories
- Wood seating
- Veneer surfaces

HON'S FULL 5-YEAR WARRANTY

- Panel and seating textiles

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12 and 5-year warranties. These exclusions are:

- All basyx® by HON products (these products are covered under a separate basyx® by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of a user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which is to be expected over the course of ownership.
- Products that were not installed, used, or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

WARRANTY REQUESTS OR QUESTIONS?

Your HON dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY. AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.



City of Lincoln/Lancaster County Purchasing
Robert Walia, Asst Purchasing Agent
440 S 8th Street
Lincoln, NE 68508

4205 S 96th Street
Omaha, NE 68127

tel: 402-898-6507
fax: 402-898-6551
email: sheri.shipman@staples.com
www.businessinteriorsbystaples.com

September 26, 2012

Dear Bob,

Please find enclosed our proposal for the City/County Annual Supply-Office Seating bid. City of Lincoln/Lancaster County is a valued Staples customer and we certainly appreciate the opportunity for us to provide furniture solutions as well.

The pricing attached is a nationally leveraged tiered discount based on volume using the National Joint Powers Alliance pre negotiated member coop contract pricing.

1-\$50,000 will be 55% off to the manufacturer's List price.
50,000-\$150,000 57% off to the manufacturer's List price.
150,000-\$250,000 58% off to the manufacturer's List price.
Over \$250,000 discount will be negotiated

Our pricing includes delivery, placement and removal of packing trash for each order.

Business Interiors by Staples does not offer a trade in program for used seating, but we do have a nationwide program where we will agree to haul away and donate your seating to the Salvation Army free of charge.

The unique Full Lifetime Warranty provided by Hon shows the confidence in the quality of products they are providing and we as Staples proudly stand behind and represent the quality of the seating we are proposing. The warranty outlines the frame and structural components of the chair will be repaired or replaced for the life of the product with the original owner. The fabric and upholstery offers 5 year warranty and the seating controls offer a 12 year warranty. These warranties are for normal workplace hours and conditions. Should you have a need for 24/7 usage of a chair we would propose an alternate option. All of the seating proposed is tested and rated for 300lb weight capacity.

If a failure would occur within the warranty guidelines, Staples or a third party contractor provided by Staples will repair the chair free of charge for the warranty life of the items listed above. After the warranty period Staples will still provide the repair service, but at a rate of \$35.00 an hour.

Business Interiors by Staples also offers a dedicated and experienced team of individuals to ensure the satisfaction of the furniture for this project through to installation and beyond. Please let us know if we can provide anything further or answer any questions you might have. We look forward to working with you.

References listed below and chair demo samples may be provided upon request.

Sincerely,

Sheri Shipman
Furniture Sales Executive



Pat Martin
Business Development Executive

Steve Reule
District Sales Manager, Staples Advantage

Craig Jones
District Sales Manager, Business Interior by Staples

Project Manager
Dan Sanderson

References:
Horseshoe Casino
Council Bluffs, IA
Pete Graziano, Dir of Marketing
(712)396-3924

Douglas County Juvenile Courts
Omaha, NE
Ray Curtis, Court Administrator
(402)444-7885

► **NEW!** SQ Leather Colors available for Ignition™ Seating Effective January 1, 2012
 ► **SPECIFY:** Model Number
 Finish
 Upholstery Code
 Color Code
EXAMPLE: H6551.B.N.AB CU62
 H5901.AB62

► All specifications in this publication are based on the latest product information available at the time of print.
 ► For additional HON to Supply COM fabric grade pricing (M7-M12), go to honready.hon.com and click on the HON to Supply COM link

► Tailored Fabrics (COM) Ordering Information and pricing on page 8.
 ► Remember to add an FC to the base model number when fire code fabric is selected. New Models with FC Fire Code suffix meet CA Technical Bulletin 133. See pages 479-481 for available models/fabrics.

► All standard upholsteries are carded. Cards are available through HON Literature Fulfillment.
 ► See page 476 for Graded-in Fabric program information — Select Textiles and Smart Textiles.

► Additional fabrics are available through Smart Textiles. www.HONSmartTextiles.com
 * For information regarding the Preferred Fabrics see page 9

Standard Upholstery...Ordering Codes

GRADE IV — continued

WP WHISPER VINYL

Antelope ★	WP20
Black ★	WP40
Bone	WP17
Brilliant White	WP16
Camel ★	WP18
Cappuccino ★	WP21
Cashew	WP29
Charcoal ★	WP39
Cinnamon ★	WP25
Cognac ★	WP62
Espresso ★	WP49
Forest ★	WP82
Navy ★	WP37
Salsa ★	WP42
Sangre ★	WP28

GRADE V

IA STRIAE

Brick	IA42
Desert	IA26
Grove	IA82
Java	IA49
Medoc	IA62
Night	IA10
Regatta	IA90

IE TILE Discontinued 12/31/2011.

Cloud  Discontinued 12/5/2011	IE19
Espresso	IE49
Hazel	IE83
Iron Ore	IE10
Storm	IE96
Wine	IE62

PO PANORAMA Discontinued 12/31/2011.

Commodore	PO90
Concerto	PO83
Cordial	PO62
Mahogany	PO49
Nebulous	PO16
Sunkist	PO44

QD QUADRILLE

100% Recycled Polyester	
Blaze	QD42
Chocolate	QD49
Jet	QD10
Lake	QD96
Merlot	QD62
Moss	QD82
Mystic	QD90
Steel	QD19

GRADE V — continued

SX SILVERTEX™ PERMABLOK® VINYL

Blackberry	.SX17
Carbon ★	.SX23
Celery ★	.SX19
Champagne	.SX08
Jet ★	.SX05
Luggage	.SX13
Mandarin	.SX11
Meteor ★	.SX24
Mocha	.SX25
Sage ★	.SX18
Storm	.SX22
Sunkist ★	.SX12
Taupe	.SX09

To view Candid, Quick and Silvertex Permablok® vinyl's stain removal matrix, visit www.hon.com and view the Candid, Quick and Silvertex vinyls under Surface Materials.

GRADE VI

NS SIGNAL® 12-year Warranty

Berry	.NS62
Bronze	.NS29
Cardinal	.NS42
Charblack	.NS19
Neutra	.NS26
Onyx	.NS16
Sea	.NS90

*To view Signal's stain removal matrix, visit www.hon.com and view the Signal fabric under Surface Materials.

GRADE L

SR LEATHER

Black	.SR11
Burgundy	.SR69

SS DENVER LEATHER (Matches EE Vinyl)

Black	SS11
Brick	SS62
Chocolate	SS49

SQ LEATHER

Black	SQ11
Brick NEW! Effective 1/1/2012	SQ62
Chocolate NEW! Effective 1/1/2012	SQ49

SELECT TEXTILES

GRADE M1

AX AXIS

Denim	AX07
Grove	AX18
Noir	AX29
Paprika	AX40
Summer	AX73
Willow	AX62

IMI MIME

Azure	IM87
Ember	IM09
Palm	IM20
Pewter	IM31
Twig	IM29
Winery	IM18

JA JARGON

Cayenne	JA48
Coconut	JA59
Kale	JA70
Nautica	JA81
Peacock	JA92
Russet	JA03
Spiffy	JA14

NE CANTER POLYURETHANE

Alfalfa	NE84
Ancho	NE73
Chestnut	NE62
Earth	NE28
Mica	NE17
Night	NE30
Onyx	NE39
Sable	NE95
Saddle	NE51
Safari	NE06
Sand	NE40
Willow	NE29

TX CONTEXT

Cement	TX95
Fall Song	TX06
Lake	TX28
Mulberry	TX39
Refresh	TX50
Twig	TX61

GRADE M2

GR MESSENGER

Azure	GR41
Balsa	GR01
Bayou	GR08
Cactus	GR45
Carbon	GR57
Chestnut	GR52
Cloud	GR31
Depth	GR38
Fir	GR43
Hydrangea	GR50
Ice	GR46
Isle	GR49
Lilac	GR51
Lumina	GR54
Mao	GR25
Neon	GR48
Nile	GR40
Onyx	GR29
Poppy	GR24
Russet	GR55
Sequoia	GR56
Shadow	GR07
Tangelo	GR53
Tobacco	GR06
Turf	GR47
Violet	GR27
Zinc	GR10

IP IMPACT

Brazen	IP30
Chocolate	IP41
Crimson	IP52
Grotto	IP74
Indigo	IP85
Putty	IP96
Relic	IP07
Serena	IP18
Sprout	IP40
Stark	IP51

seating

Upholstery Color Combinations for all Seating Models



> SPECIFY Model Number
Finish
Upholstery Code
Color Code
EXAMPLE H8551.B.N.CU62
H5901.AB62

> All specifications in this publication are based on the latest product information available at the time of print.
> For additional HON to Supply COM fabric grade pricing (M7-M12), go to kenreese@hon.com and click on the HON to Supply COM link.

> Tailored Fabrics (COM) Ordering Information and pricing on page 8.
> See page 476 for Graded-in Fabric program information — Select Textiles and Smart Textiles

> Remember to add an FC to the base model number when fire code fabric is selected. New Models with FC Fire Code suffix meet CA Technical Bulletin 133. See pages 479-481 for available models/fabrics.

> All standard upholsteries are carded. Cards are available through HON Literature Fulfillment.
> Additional fabrics are available through Smart Textiles.
www.HONSmartTextiles.com.
* For information regarding the Preferred Fabrics see page 9

Standard Upholstery...Ordering Codes

SELECT TEXTILES

GRADE M2 — continued

LS MILESTONE

Aurora	LS62
Balsam	LS75
Basil	LS77
Bison	LS58
Charcoal	LS25
Clove	LS73
Coffee	LS57
Crocus	LS81
Daffodil	LS71
Ebony	LS26
Ecrú	LS72
Embrace	LS55
Fountain	LS79
Ground	LS31
Gypsum	LS70
Linger	LS54
Lychee	LS69
Medium Grey	LS29
Merlot	LS74
Mykonos	LS80
Pewter	LS22
Ribbon	LS65
Rush	LS47
Spruce	LS78
Tiger Lily	LS61
Tortoise	LS46
Vetiver	LS76

MD MEDIUM

Alloy	.MD03
Bark	.MD06
Clover	.MD42
Cream	.MD30
Delight	.MD36
Espresso	.MD07
Flax	.MD04
Furrow	.MD34
Hazard	.MD35
Honey	.MD33
Iris	.MD37
Laser	.MD14
Lavender	.MD38
Mallard	.MD41
Marina	.MD22
Nautical	.MD39
Pecan	.MD08
Persimmon	.MD13
Pistachio	.MD29
Pool	.MD40
Port	.MD16
Prospect	.MD32
Pumpkin	.MD12
Raven	.MD01
Sift	.MD31
Smoke	.MD02
Thistle	.MD43

GRADE M2 — continued

OM BOOM

Aqueous	.OM58
Black Ice	.OM69
Butterscotch	.OM80
Cordovan	.OM91
Frothe	.OM13
Heather	.OM24
Living	.OM46
Mushroom	.OM68
Poppy	.OM12
Sapphire	.OM34
Stout	.OM45
Zeal	.OM67

TO SECTOR

Auburn	TO95
Blueprint	TO06
Gilded	TO17
Granola	TO28
Greenery	TO39
Nightfall	TO50
Spiced	TO61

GRADE M3

AT ALTER

100% Recycled Polyester	
Illustrate	.AT04
Ore	.AT06
Portray	.AT07

BD BOUND

100% Recycled Polyester	
Cerise	.BD09
Chestnut	.BD07
Comet	.BD01
Drift	.BD04
Tidepool	.BD05

BF BEFORE

Pebble	.BF02
Pepper	.BF07

BG BRIDGE

100% Recycled Polyester	
Agave	.BG04
Flaxen	.BG01
Paprika	.BG07

CI CANDID PERMABLOK[®] VINYL*

Bark	.CI01
Concrete	.CI05
Mediterranean	.CI07
Millpond	.CI06
Oatmeal	.CI02
Sisal	.CI03

GRADE M3 — continued

DE DEFER

Esplanade	.DE09
Mahogany	.DE06
Ocean	.DE08
Sugarplum	.DE05
Tidepool	.DE01

DI DIVISION

100% Recycled Polyester	
Arabica	.DI03
Dune	.DI01
Fountain	.DI05
Marsala	.DI09

DX REDUX CRYPTON[®]***

Aztec	.DX36
Key Lime	.DX69
Mocha	.DX02
Sapphire	.DX80
Spice	.DX58

FO FOCUS

100% Recycled Polyester	
Butternut	.FO05
Carbon	.FO09
Clove	.FO08
Ivory	.FO01
Lichen	.FO04
Merlot	.FO07
Regatta	.FO10
Safari	.FO03

LA LARIAT VINYL

Black	.LA06
Brick Red	.LA03
Camel	.LA01
Chocolate	.LA11
Crimson	.LA22
Fatigue	.LA18
Fern	.LA08
Hunter	.LA05
Indigo	.LA04
Ivory	.LA13
Ivy	.LA19
Lake	.LA20
Mahogany	.LA15
Navy	.LA21
Oxblood	.LA12
Oyster	.LA07
Pebble	.LA16
Putty	.LA17
Russet	.LA02
Sand	.LA14
Taupe	.LA10

*To view Candid, Quick and Silvertex Permablock[®] vinyl's stain removal matrix, visit www.hon.com and view the Candid, Quick and Silvertex vinyls under Surface Materials.

GRADE M3 — continued

QK QUICK PERMABLOK[®] VINYL*

Billow	QK02
Marine	QK06
Patina	.QK09
Prevail	.QK11
Redwood	QK12
Sirocco	.QK01

RA RAFIA VINYL

Academy	RA27
Cinema	RA23
Director	RA17
Flick	RA13
Oscar	RA11
Premier	RA19
Producer	RA31

RB SCRIBE CRYPTON[®]***

Atlantis	RB01
Chianti	RB12
Flicker	RB23
Juniper	RB34
Nutmeg	RB45
Pool	RB56

TC TWICE

Quarry	TC05
Sand	TC01

TF TRANSFER

Licorice	TF07
Simmer	TF04

TY STEADY

Aegean	TY07
Bison	TY04
Buck	TY12
Cameo	TY01
Cloak	TY13
Drift	TY02
Estuary	TY06
Marigold	TY10
Summit	TY03
Thrive	TY05

UM LUMIERE VINYL

Cameo	UM56
Java	UM78
Moss	UM89
Shadow	UM01
Zest	UM22

**To view Balance Beam, Block Party, Breeze, Chance, Courtyard, Dart, Floret, Idyll, Infusion, Mingle, Mojo, Redux, Scribe, Snuggle and Sunburst stain removal matrix, visit www.hon.com and view Balance Beam, Block Party, Breeze, Chance, Courtyard, Dart, Floret, Idyll, Infusion, Mingle, Mojo, Redux, Scribe, Snuggle and Sunburst fabrics under Surface Materials.

seating

★ Icon Legend on page 11

► NEW! Grade M4 Wooly Upholstery Available November 2012
 ► NEW! Preferred Fabrics Available April 2012
 ► SPECIFY: Model Number
 Finish
 Upholstery Code
 Color Code
 EXAMPLE H6551.B.N CUG2
 H5901.AB62

► All specifications in this publication are based on the latest product information available at the time of print.
 ► For additional HON to Supply COM fabric grade pricing (M7-M12), go to honreedy.hon.com and click on the HON to Supply COM link.

► Tailored Fabrics (COM) Ordering Information and pricing on page 8.
 ► See page 476 for Graded-in Fabric program information — Select Textiles and Smart Textiles

► Fabrics and foam meet requirements for CA Technical Bulletin 117.
 ► Fire Code fabrics with FC foam meet requirements for CA Technical Bulletin 133.

► All standard upholstery are carded Cards are available through HON Literature Fulfillment.
 ► Additional fabrics are available through Smart Textiles, www.HONSmartTextiles.com.
 * For information regarding the Preferred Fabrics, see page 8

Standard Upholstery...Ordering Codes

SELECT TEXTILES

GRADE M4

BZ BREEZE CRYPTON***

Currant	BZ81
Dijon	BZ85
Grass	BZ89
Iris	BZ84
Mint	BZ82

CCH CINCH

Crimson	CCH005
Flax	CCH002
Heron	CCH008
Island	CCH010
Putty	CCH001
Sumatra	CCH006

CDE COINCIDE

Aurora	CDE005
Bungalow	CDE004
Cicado	CDE003
Mist	CDE001
Raisin	CDE007

NL SNUGGLE CRYPTON***

Chinchilla	NL50
Copen	NL51
Olive	NL47
Praline	NL55
Truffle	NL56
Wineberry	NL57

OV OVERLAP

Mirage	OV07
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PG PARAGON VINYL

Baltic	PG60
Cimarron	PG93
Splash	PG37
Terrapin	PG48

SAK STACK

Chestnut	SAK011
Clove	SAK004
Saffron	SAK013
Sandpiper	SAK002
Slate	SAK007

WOL WOOLY - NEW! Effective 11/1/2012

Bamboo	WOL008
Black	WOL005
Chaps	WOL014
Charcoal Flannel	WOL004
Framboise	WOL012
Geranium	WOL011
Grey Flannel	WOL003
Lawn	WOL009
Light Grey Mix	WOL002
Marine	WOL007
Natural Heather	WOL001
Squash	WOL010
Turquoise	WOL006
Violet	WOL013
Walnut	WOL015

GRADE M5

EO ELI VINYL

Bamboo	EO17
Chocolate	EO04
Clove	EO18
Cranberry	EO21
Hazelnut	EO09
Lime	EO10
Lipstick	EO24
Mango	EO22
Marlin	EO25
Ocean Floor	EO03
River Rock	EO16
Sapphire	EO20
Teal	EO26

HN INFUSION CRYPTON***

Autumn	HN62
Azure	HN83
Lime	HN72
Pool	HN95

JO MOJO CRYPTON***

Cabana	JO24
Plantain	JO57
Poolside	JO68

MI MARTINI VINYL

Carob	MI06
Cliff	MI05
Gulf	MI08
Haze	MI10
Marine	MI07
Shore	MI12
Turmeric	MI09

NC BALANCE BEAM CRYPTON***

Dusk	NC95
Red Delicious	NC97

NG MINGLE CRYPTON***

Bittersweet	NG61
Denim	NG60
Eggplant	NG67
Glade	NG63
Natural	NG62

OL OLYMPUS VINYL

Admiral	OL10
Oune	OL04
Laurel	OL13
Manuka	OL12
Melon	OL01
Savannah	OL07
Shoya	OL08

GRADE M5 — continued

RS BRISA* POLYURETHANE

Birch	RS64
Black Onyx	RS01
Caramel	RS91
Deep Bronze	RS37
Fog	RS39
Garbanzo	RS56
Indigo	RS14
New Sand	RS20
Olive	RS02
Putty	RS08
Salsa	RS15
Shiitake	RS22
Truffle	RS12

VRY VARY

Cherry	VRY010
Current	VRY003
Flagstone	VRY007
Inlay	VRY011
Meadow	VRY006
Topaz	VRY009

YL IDYLL CRYPTON***

Harvest	YL45
Inland	YL56
Tidal	YL67

GRADE M6

CL CALLA

Golden Pond	CL77
Grass	CL80
Tiger	CL75

CO COURTYARD CRYPTON***

Mineral	CO09
Trellis	CO07

CTH CARTOUCHE

Admiral	CTH004
Horizon	CTH003
Midnight	CTH005

CTY CONTRARY

Carmine	CTY007
Reveal	CTY001

DA DART CRYPTON***

Beeswax	DA06
Desert	DA05
Heliotrope	DA13
Woodland	DA01

DTT DITTO

Fountain	DTT010
Nacre	DTT001
Saddle	DTT003
Shadow	DTT002
Spiced	DTT005

GRADE M6 — continued

HE CHANCE CRYPTON***

Bamboo	HE02
Bayou	HE03
Bison	HE06
Harvest	HE01
Pencil	HE05
Pond	HE04
Slumber	HE08

HI CHI with AGION

Indigo	HI13
Sepia	HI11

HZ HORIZONS

Jasper	HZ53
Palomino	HZ54

LO BLOCK PARTY CRYPTON***

Bittersweet	LO71
Denim	LO76
Glade	LO70
Natural	LO72
Surf	LO73

LT FLORET CRYPTON***

Amaranth	LT05
Arabica	LT08
Cedar	LT03
Offshore	LT06

NW A NEW LEAF

Autumn	NW74
--------	------

OFF OFFSET

Coast	OFF003
Fieldstone	OFF002
Oasis	OFF005
Passage	OFF001
Spice	OFF006

RL ROLLING STONES

Beach	RL60
Pond	RL58

SN SUNBURST CRYPTON***

Dusk	SN05
Granny Smith	SN02
Peacock	SN07

TAL TALLY

Bistro	TAL005
Khaki	TAL001

***To view Balance Beam, Block Party, Breeze, Chance, Courtyard, Dart, Floret, Idyll, Infusion, Mingle, Mojo, Redux, Scribe, Snuggle and Sunburst stain removal matrix, visit www.hon.com and view Balance Beam, Block Party, Breeze, Chance, Courtyard, Dart, Floret, Idyll, Infusion, Mingle, Mojo, Redux, Scribe, Snuggle and Sunburst fabrics under Surface Materials.

seating

Select Textiles

Select Textiles is the result of The HON Company's partnership with textile industry leaders CF Stinson, Maharam, Momentum and Ultrafabrics, LLC. The extensive collection of design-driven upholstery fabrics create a superior offering at a great value. Select Textiles significantly updates HON's offering, expanding it with fresh and exciting fabrics.

- **Fabric Warranty:** Select Textiles are covered by HON's Full Lifetime Warranty.
- **Lead-times:** Orders specified with Select Textiles will be acknowledged based on standard HON product lead times.
- **Availability:** HON will regularly introduce new Select Textiles and reserves the right to change the offering at any time.
- **Fabric Samples:** Select Textiles are carded jointly by HON and the supplier.
- **Fabric Memo Samples:** Please contact the supplier directly for memo samples:
CF Stinson: (800) 841-6279
Maharam: (800) 645-3943
Momentum: (800) 366-6839
Ultrafabrics: (877) 309-6648
- Find fabric designators and series availability on pages 482-483 and 506-507.

Smart Textiles

HON also offers its products in pre-approved fabrics from CF Stinson, Maharam, Momentum and Ultrafabrics, LLC. Simple to specify, these fabrics have been tested to HON's Tailored Fabrics (COM) criteria for manufacturing feasibility. Each Smart Textile has been given a HON fabric designator and grade to make the ordering process convenient. You select the fabric and HON delivers a hassle-free experience. For a complete listing, please visit HONSmartTextiles.com.

- **Fabric Warranty:** Smart Textiles are non-standard materials and are considered Tailored Fabrics (COM). Tailored Fabrics (COM) selected by and used at the request of a user are not warranted.
- **Lead-times:** Orders specified with Smart Textiles will be acknowledged based on the fabric supplier's delivery schedule.
- **Availability:** Maharam, Momentum, CF Stinson and Ultrafabrics reserve the right to discontinue patterns and colors from this program.
- **Fabric Memo Samples:** Please contact the supplier directly:
CF Stinson: (800) 841-6279
Maharam: (800) 645-3943
Momentum: (800) 366-6839
Ultrafabrics: (877) 309-6648

seating

HON's Preferred Fabrics is a concise offering of popular panel and seating fabrics preselected from our standard offering. You can rely on these fabrics to be smart choices that are readily available, long-term, for time-sensitive projects. The patterns and colors align with current design trends and have broad application possibilities. A range of grades and price points is available. To order Preferred Fabrics, look for the star icon ★ on pages 291 and 472-475.

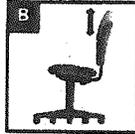
The diagrams below will help you identify those features that best suit your needs. Use the letter key as a cross-reference.

PROPORTIONAL ADJUSTMENTS

These controls adapt the dimensions of the chair to fit the user.



A. Pneumatic seat height adjustment — Regulates height of chair relative to floor



B. Back height adjustment — Positions lumbar support within a fixed range

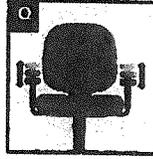


C. Seat depth adjustment — Positions chair back relative to seat

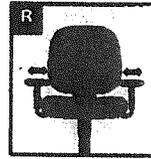


D. Seat glide mechanism — Seat cushion travels forward and back, then locks into position

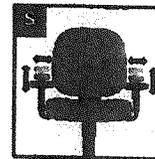
ARM OPTIONS



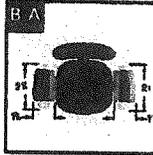
O. Adjustable height arms — Provide improved upper-torso support. Can be adjusted periodically to relieve strain and provide variety.



R. Adjustable width arms (patented) — Quick-adjust design places arms close to body for keyboarding, or out to sides for ease of entry



S. Height and width adjustable arms — Controls both height and width of arms for optimum comfort



B-A. All-adjustable arms — Each arm adjusts 2 1/2" in height, 1 1/2" in width, 2 1/2" in depth

POSTURE CONTROLS

These controls modify the position and angle of seat and back to respond to changing tasks. (White dots indicate pivot points on F through J, N, X and A-C.)



E. 360° Swivel



F. Tilt — Pivot point located directly above center of chair base.



G. Mid-range knee tilt — Pivot point located slightly ahead of center of chair base. Allows user to recline at a slightly more relaxed angle than conventional tilt.



H. Knee tilt — Pivot point located near front edge of chair. Allows user to keep feet flat on floor while chair reclines.



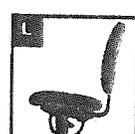
I. Synchronized knee tilt — Back reclines at a 2-to-1 ratio to seat angle. Pivot point located near front edge of chair



J. Synchro-tilt — Back reclines at a 2-to-1 ratio to seat angle. Allows user to recline while keeping seat cushion relatively level to floor.



K. Tilt tension — Controls rate and ease of recline



L. Tilt lock — Locks out tilt function when chair is in upright position



M. Posture mechanism/lock — Back angle adjusts independently of seat, and can be locked in an infinite number of positions within a fixed range.



N. Multi-task control — Adjusts seat and back angles independently with a single lever (infinite locking within a fixed range)



O. Asynchronous control — High performance system with three levers to modify:

- Angle of back relative to seat
- Tilt (free float or infinite locking)
- Forward tilt



W. Integral lumbar support — Easily adjusts to enhance comfort (2 1/2" adjustment range)



X. Dual-clutch posture control — Adjusts seat and back angles independently with two levers (infinite locking within a fixed range)



Z. Inverse synchro-tilt — With automatic tension control opens torso for better circulation "Zero lift" seat front helps keep feet on the floor when reclining. Tilt limiter controls range of motion



A-A. Independent seat and back flex — Seat and back flex independently for automatic comfort



A-B. Passive Hip Pivot Motion — Seat remains stationary while back pivots.



A-C. Synchronized tilt — Back reclines at a 2.5-to-1 ratio to seat angle. Variable lock.



A-D. Side tilt — Controls rate and ease of recline. Conveniently located on the right side.



A-E. Back reclines at a 2 to 1 ratio to seat and can be locked in infinite number of positions within a fixed range



> NEW! Polished Aluminum Arms and Base options.
 > Ignition Series seating addresses the needs of the total office with Executive, Work, Task, Stool, Guest and Lounge Seating Solutions.

> Three different back sizes, three different functions and two arm types to fit you and how you work.
 > Mesh back option available.
 > See page 526 for arm packs.
 > Chair is warranted for users up to 300 lbs.

> For additional HON to Supply COM fabric grade pricing (M7-M12), go to honready.hon.com and click on the HON to Supply COM link.
 [E] For Fire Code model, availability and ordering method, refer to matrix on pages 479-481.

△ Must specify arms on all models as base model is armless.
 △ Leather option is available in Black S011 only.



Model/Description	Depth	Width	Height	Ship		COM	Price		Price	
				Weight	Cube		Code	List	Code	List
HWM1 E+A Work Mid-back, Pneumatic, Back Height Adjustment, Swivel, Tilt, Tilt Tension ♂ A, B, E, F, K, L	Upholstered Back				54 [E]	11.3	2.0	II \$ 421	M1	\$ 561
	Mesh Back				48 [E]	11.3	1.0	III \$ 452	M2	\$ 588
	Maximum	37	27 1/2	46 1/2				IV \$ 507	M3	\$ 615
	Seat	18	20					V \$ 551	M4	\$ 650
	Back		18 1/2	22 1/2-25				VI \$ 588	M5	\$ 678
	Between Arms		17-19 1/2					L \$ 623	M6	\$ 714
	Seat to Floor			17 1/2-21 1/2						
	Usable Seat Depth	17 1/2								

HWM2 E+A Work Mid-back, Pneumatic, Back Height Adjustment, Synchro-tilt, Tilt Tension, Seat Glide ♂ A, B, D, E, J, A-D, L	Upholstered Back				58 [E]	11.3	2.0	II \$ 472	M1	\$ 629
	Mesh Back				52 [E]	11.3	1.0	III \$ 507	M2	\$ 659
	Maximum	39 1/2	27 1/2	46				IV \$ 569	M3	\$ 689
	Seat	17-19	20					V \$ 618	M4	\$ 730
	Back		18 1/2	22 1/2-25 1/2				VI \$ 659	M5	\$ 761
	Between Arms		17-19 1/2					L \$ 678	M6	\$ 802
	Seat to Floor			17 1/2-22						
	Usable Seat Depth	16 1/2-18 1/2								

HWM3 E+A Work Mid-back, Pneumatic, Back Height Adjustment, Synchro-tilt, Back Angle Adjustment, Tilt Tension, Seat Glide ♂ A, B, D, E, J, A-D, A-E, L	Upholstered Back				63 [E]	11.3	2.0	II \$ 492	M1	\$ 656
	Mesh Back				58 [E]	11.3	1.0	III \$ 529	M2	\$ 687
	Maximum	42 1/2	27 1/2	48 1/2				IV \$ 593	M3	\$ 720
	Seat	17-19	20					V \$ 646	M4	\$ 762
	Back		18 1/2	23-26				VI \$ 687	M5	\$ 793
	Between Arms		17-19 1/2					L \$ 700	M6	\$ 836
	Seat to Floor			17 1/2-22						
	Usable Seat Depth	15 1/2-17 1/2								

seating

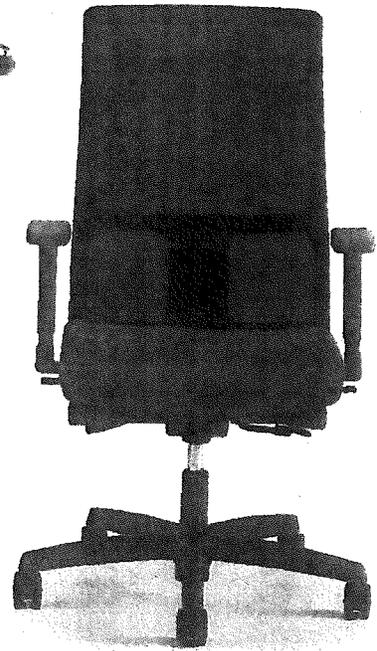
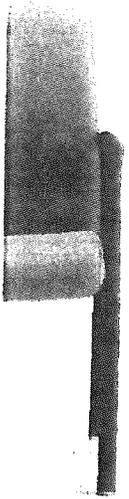
How to specify

Select Model Number from above	1st Option Select Arm Type	2nd Option Select Caster/Glide	3rd Option Select Back Type	4th Option Select Upholstery	5th Option Select Frame	6th Option Select Base
	F Fixed Arms (\$60 list price upcharge) A Height and Width Adjustable Arms (\$60 list price upcharge) D Height, Width, Depth Adjustable Arm NEW! (\$70 upcharge) N Armless P Fixed Polished Aluminum Arm NEW! (\$110 list price upcharge)	H Hard Caster (no upcharge) S Soft Caster (no upcharge)	U Upholstered M Mesh (\$70 upcharge)	See pages 506-507	T Back	SB Standard Black PA Polished Aluminum NEW! (\$100 list price upcharge)
H W M 1	F	H	M	A B 1 0	T	S B

[E] [A] [B] [D] [F] Icon Legend on page 11

HON

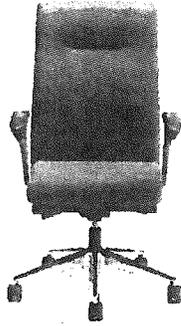
Seating
Ignition Seating Line



One seating line for everything

Executive, conference, work, and task chairs. Task stools. Guest and lounge seating. Address the seating needs of your total office with one stylish, affordable seating platform that's easy to add to as your business grows. That's the beauty of Ignition. It fits who you are, it fits how you work, and it fits where you work - today and tomorrow.

EXECUTIVE



CONFERENCE



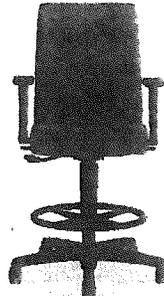
WORK



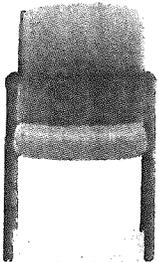
TASK



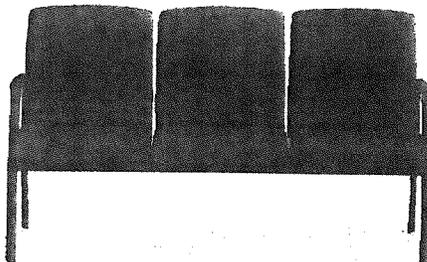
STOOL



GUEST



LOUNGE



A FITTING CHOICE

Ignition fits every body type from the 5th to the 95th percentile. With easy-to-locate and simple-to-use adjustments, Ignition delivers personalized support for everyone in the office.

A COMPLETE SOLUTION

Whether people are working alone or collaborating, presenting or listening, just visiting or staying late, they need a chair to support them. The Ignition seating platform makes it easy to match the right chair to the job at hand.

A COORDINATED LOOK

The look of your space makes a statement about your business. Ignition's wide-ranging upholstery palette reinforces the personality of your business, from edgy and fun to strong and dependable.

A COMFORTING PROMISE

The HON Company's Limited Lifetime Warranty covers every chair in the Ignition seating platform. Each is warranted to support users weighing up to 300 lbs. (the industry standard is 250 lbs.) and working a 40-hour week. HON promises to repair or replace any HON product or component that is defective in material or workmanship for as long as the original purchaser owns it. This includes pneumatic cylinders on office chairs. Visit www.hon.com for limitations, exclusions, and other provisions.

BACK OPTIONS

High (Executive, Work, Task)
Mid (Conference, Work, Task)
Low (Work, Task, Stool)

ARM OPTIONS

Height- and width-adjustable T-arms
Fixed C-arms in Black and Polished Aluminum
Swivel/tilt models can be specified without arms.

CONTROL OPTIONS

Swivel/tilt (Executive, Conference, Task)
For light to moderate periods of use
Synchro-tilt (Executive, Conference, Work)
For moderate to extended periods of use
Synchro with back angle (Work, Task)
For extended periods of use and maximum adjustability.

HON

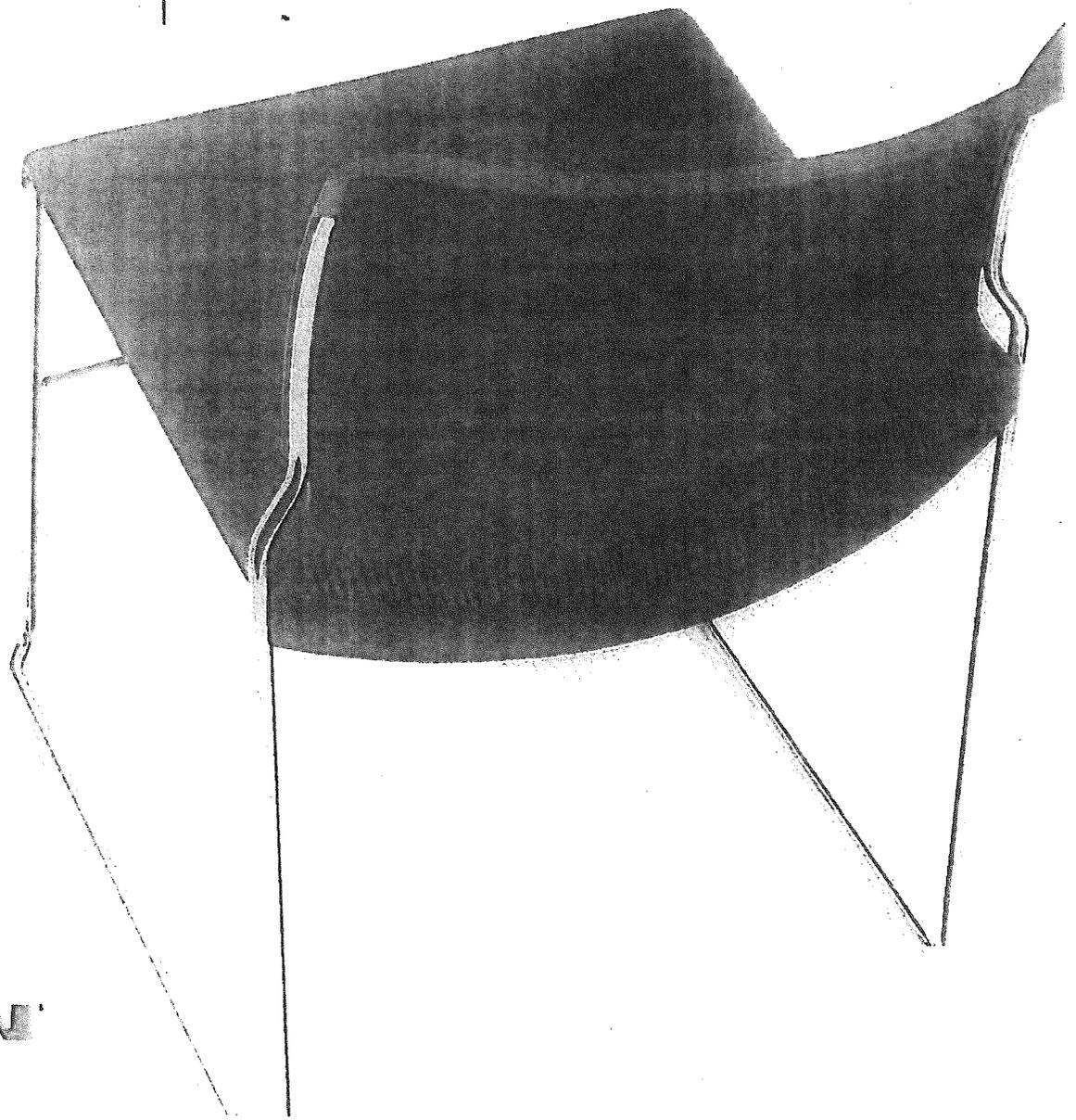
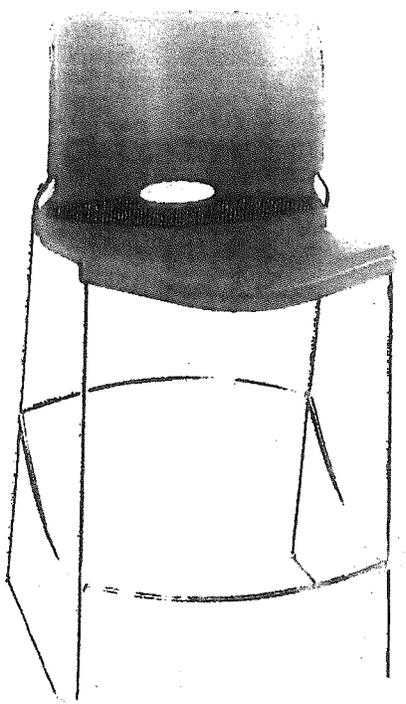
The HON Company
200 Oak Street
Muscatine, IA 52761
800.833.3864
hon.com



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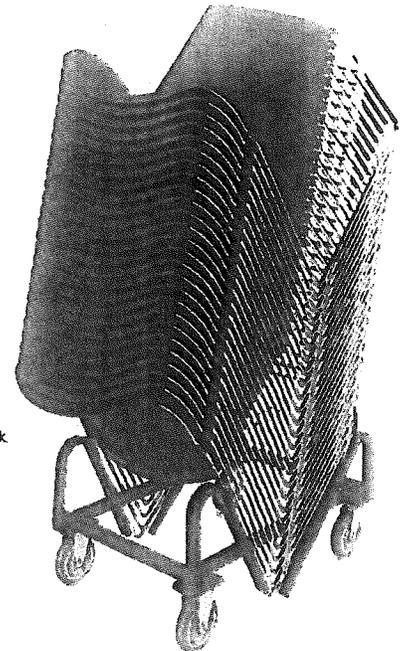
Class. Designas



HON

Getting comfortable with the choices.

The scroll-like form of the Olson design evolved through careful ergonomic research. The HON design team created over 30 different possible solutions. Individuals of differing body types were invited to test each new generation to ensure that every contour would provide optimum support for the back and lower body.



4043 stacking chair cart with 4041 in 65 Garnet
(stack up to 40 chairs on cart). NOTE: stools do not stack



4041
Stacking
chair



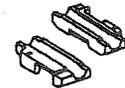
4045
24" counter height
stool w/foot rest
(non-stacking)



4047
30" counter height
stool w/foot rest
(non-stacking)

Features

Polymer seat and back	☐
7/16" solid steel rod frame	☐
Built-in lumbar support	☐
Built-in carrying handle	☐
Louvered back detail	☐
Gangs together with optional ganging glides	☐
Stacks on floor	12 high
Stacks on optional cart (black finish)	40 high



4048
Stacking chair
ganging glides



4043
Stacking chair
cart (for use with
4041 stacking
chair only. Stools
do not stack.)

Front cover: 4041 in 40 Red, 4045 in 83 Blue Violet

The Olson Stacker and Olson Stools meet or exceed ANSI/BIFMA and ISTA performance standards for business and institutional furniture, and are backed by the HON Limited Lifetime Warranty.

HON
Define your space™

www.hon.com



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.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage- if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AP

DATE (MM/DD/YYYY)

11/06/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Union Agency, Inc 4719 Prescott Ave PO Box 6205 Lincoln, NE 68506 Chris Smith	Phone: 402-483-4527 Fax: 402-483-0075	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: OFFIC-1	FAX (A/C, No):
	INSURED Office Installation Specialists, Inc. 8500 Liana Lane Lincoln, NE 68517-9640		INSURER(S) AFFORDING COVERAGE INSURER A : Allied Insurance NAIC # 42579 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	ACPMCTO7262129667	03/15/12	03/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACPA7262129667	03/15/12	03/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	ACPWCA7262129667	03/15/12	03/15/13	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Float		ACPCIM7252129667	03/15/12	03/15/13	\$500 ded 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Annual Supply for Office Seating, Bid No. 12-249.
 City of Lincoln; Lancaster County, Nebraska; and Lincoln-Lancaster County Public Building Commission as Additional Insured as it pertains to General Liability.

CERTIFICATE HOLDER BUSIN01 Business Interiors by Staples 6600 Executive Drive Kansas City, MO 64120	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INSTRUCTIONS TO PROPOSERS
City of Lincoln, Nebraska, County of Lancaster, Public Building Commission
"Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	The City of Lincoln		Name	Staples, Inc.	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	4205 S. 96th St.	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Omaha	NE	68127

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:
(exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here ▶

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.



Nebraska Resale or Exempt Sale Certificate

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name Lancaster County				Name Staples, Inc.			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 4205 S. 96th St.			
City Lincoln	State NE	Zip Code 68508		City Omaha	State NE	Zip Code 68127	

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Staples, Inc.		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 4205 S. 96th St.		
City Lincoln	State NE	Zip Code 68508	City Omaha	State NE	Zip Code 68516

Check Type of Certificate

Single Purchase

Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

Purchase for Resale (Complete Section A)

Exempt Purchase (Complete Section B)

Contractor (Complete Section C)

SECTION A — Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B — Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

YES NO

YES NO

SECTION C — For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____:

(exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials, supplies, labor & service used for the WATER Division of the City of Lincoln. Said services are taxable per Reg. 066.14A or applicable laws.

RECEIVED
C-12-0698
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**

**All Makes Office Equipment Co. Of Lincoln
3333 O St.
Lincoln, NE 68510
402-473-8315**

**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 All Makes Office Equipment Co. of Lincoln, 3333 O St., Lincoln, NE 68510, 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:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Richard Erbbow
for _____
Lancaster County Attorney

Jane Pappas

Bernie Nevo

John Schmitt

Bob Smayda

dated _____

12/18/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Carmine C. Nice (SEAL)
Secretary

All makes Office Eq Co.

Name of Corporation

3333 D Street Lincoln, NE 68510

(Address)

By: [Signature]

Duly Authorized Official

V.P. / Design Director

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

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	Suite 200	Building
Bid Type	RFP	Floor/Room		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 All Makes Office Equipment Co. of Lincoln
 Address 3333 O Street
 Lincoln, NE 68510
 Contact Jamie Schultz
 Department Sales
 Building
 Floor/Room
 Telephone 1 (402) 4738315
 Fax 1 (402) 4738330
 Email jamies@allmakes.com
 Submitted 9/26/2012 9:46:41 AM CST
 Total \$0.00

Signature _____

Supplier Notes

As per written response

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.	Yes
7	Contact	Name of person submitting this bid:	JAMIE SCHULTZ
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 escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(b), (c) first two 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.	2-6 weeks, std. lead time or RUSH
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:

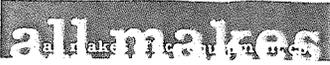
Supplier Notes: See written response

Response Total: \$0.00

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	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			
Celle	Herman Miller	AOI	\$ 498.00
Celle (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			



All Makes Office Equipment Co.
 3333 O Street
 Lincoln, NE 68510-1547
 Phone: 402.477.7131
 Fax: 402.473.8330
 Email/Web: www.allmakes.com

Quotation

Page: 1 of 2

Project: L5269
Proj Desc: Office Seating RFP 12-249

Quote: L5269.001
Status: New

Sold To: 3379-00
 Lincoln/City - Finance Dept
 555 S 10th Street
 Lincoln, NE 68508-0000

Bill To: 3379-00
 Lincoln/City - Finance Dept
 Attention: Accounts Payable
 555 S 10th Street
 Lincoln, NE 68508-0000

Ship To: 3379-00
 Lincoln/City - Finance Dept
 555 S 10th Street
 Lincoln, NE 68508-0000

Date Entered	Customer PO	Salesperson	FOB	Terms
09/26/2012		James Schultz	D	Net 30 Days

Line	Loc	Item Number	MFG	Description	Qty	Unit Price	Extended
1	00	SZT-20-724MA1	HAWOR	ZODY TASK CHAIR,FABRIC SEAT/MESH BACK Tag: ZODY FULL FEATURE Options: (724MA1)-4D,PAL,PNU/BS/FT,FM/ADJ ,NQ--CHR FAB - MOODRING,GRADE A --UNDECIDED COLOR ,MA--ZODY MESH --UNDECIDED COLOR ,TR--SURFACE 3 --UNDECIDED COLOR (2)-TRIM SURFACE 4 ,TR--SURFACE 4 --UNDECIDED COLOR	1	582.72	582.72
2	00	SCT-20-7145	HAWOR	VERY SEATING,TASK,FABRIC SEAT/MESH BACK Tag: VERY FULL FEATURE Options: (7145)-ARM/LUM/FT/BL,STD BASE,HA ,NQ--CHR FAB - MOODRING,GRADE A --UNDECIDED COLOR ,MS--CHR FAB - MESH VERY TASK ME --UNDECIDED COLOR ,TR--SURFACE 3 --UNDECIDED COLOR (2)-TRIM SURFACE 4 ,TR--SURFACE 4 --UNDECIDED COLOR	1	425.76	425.76
3	00	SLT1-2T-7145A	HAWOR	LIVELY,TASK CHAIR,FABRIC SEAT/SUSPENSION BACK Tag: LIVELY FULL FEATURE Options: (7145A)-4D ARMS,W/LUMBAR,W/BK LK ,NQ--CHR FAB - MOODRING,GRADE A --UNDECIDED COLOR ,3T--STD TELLURE-UNBACKED GRADE --UNDECIDED COLOR ,TR--SURFACE 3 --UNDECIDED COLOR	1	346.84	346.84
4	00	F235-2W43	HAWOR	TAG,MESH BK/UPH SEAT,3D ARMS,BL,LMBR,PLAS BASE,HRD CSTR S Tag: TAG FULL FEATURE Options: ()-STANDARD VERSION ,NQ--CHR FAB - MOODRING,GRADE A --UNDECIDED COLOR ,S0--CHR FAB - MESH --UNDECIDED COLOR	1	592.68	592.68
5	00	M251-1G43	HAWOR	HB H.E.,PNEU,HA,FLIPPER W/VNL,LUMBAR W/TILT LOCK,PLASTI C BASE Options: ()-STANDARD VERSION ,ME--CHR FAB - DOTTIE GRADE A --UNDECIDED COLOR ,TR--SURFACE 2 --UNDECIDED COLOR	1	611.16	611.16

Sub Total 2,559.16
 Total Tax 0.00
TOTAL AMOUNT - USD 2,559.16

Project Notes:

PRICING IS BASED ON FULL-FEATURE CHAIR OPTIONS AND REFLECTS A NOT-TO-EXCEED UNIT PRICE



All Makes Office Equipment Co.
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Date Entered	Customer PO	Salesperson	FOB	Terms
09/26/2012		James Schultz	D	Net 30 Days

This Quote will expire on: October 26, 2012

TERMS AND CONDITIONS

ACCEPTANCE AND INCORPORATION BY REFERENCE. This quotation becomes a contract when accepted by All Makes Office Equipment Co. and is subject to All Makes full terms and conditions available at any All Makes' location and by request.

DEPOSITS. A 50% deposit is required for special orders from buyers with a commercial credit account in good standing; a 75% deposit is required for projects over \$100,000. A 100% deposit is required for orders from buyers without an account and is due upon acceptance. Remaining balances are due per the terms above.

CANCELLATION AND CHANGES. Merchandise may not be returned without All Makes' authorization. Returned merchandise may be subject to a restocking fee. Changes made after order acceptance may incur additional charges to be paid by the buyer.

DELIVERY CHARGES. City delivery charges are waived for orders over \$10,000.

WARRANTY. All new products are guaranteed to be free from defects in material or workmanship for a period of at least twelve (12) months from the date of delivery unless otherwise specified. Defective products will be repaired or replaced with proof of purchase. All used products are sold AS IS with NO WARRANTY and may not be returned.

Signature

Title

Date

September 26, 2012

City/County Purchasing
c/o Robert Walla
Office Seating
440 South 8th Street
Lincoln, NE 68508

SUBJECT: RFP #12-249 Annual Supply - Office Seating

Dear Bob:

On behalf of the entire All Makes Office Equipment Co. Team, we are pleased to formally respond to your invitation to participate in your Request for Proposal (RFP #12-249 Annual Supply – Office Seating) for the purpose of identifying Vendors to provide affordable, safe, and ergonomically correct seating. You have the full support of All Makes and Haworth.

We have carefully examined all the requirements stipulated in the RFP, and have responded accordingly. Our discounts are based on specifications and information provided in the RFP. Please note that any finish selection outside the manufacturer's standard offering could extend the normal lead time.

We understand and agree to all the INSTRUCTIONS TO PROPOSERS and SPECIFICATIONS as written in RFP 12-249 Annual Supply - Office Seating, and we are committed to doing everything possible to assist The City of Lincoln, Lancaster County and the Lincoln/Lancaster County Public Building Commission in ascertaining that All Makes and Haworth should be included again on the contract to provide affordable, safe, and ergonomically correct seating. We truly value our past, successful participation in the Annual Supply - Office Seating contract and we'll do everything possible to merit your future consideration.

Our attention to customer requirements, competitive price position and value added service programs afford All Makes the flexibility to implement process, product and service solutions designed to best satisfy the unique and individual Annual Supply - Office Seating requirements for the City of Lincoln, Lancaster County .

Thank you for thinking of All Makes.

Sincerely,

ALL MAKES OFFICE EQUIPMENT CO.



Jamie Schultz
Account Manager
3333 "O" Street
Lincoln, NE 68510
Phone: 402-477-7131, Direct : 402-473-8315
Cell: 402-730-3144
jamies@allmakes.com

allmakes.com

Omaha
2558 Farnam St, Omaha, NE 68131
Main 402.341.2413 Fax 402.977.3007

Lincoln
3333 O St, Lincoln, NE 68510
Main 402.477.7131 Fax 402.473.8330

Urbandale
11291, Aurora Ave #7, Urbandale, IA 50322
Main 515.282.2166 Fax 515.282.5456

**SPECIFICATIONS
ERGONOMIC OFFICE SEATING
RFP # 12-249**

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.

1.1 thru 1.6 Agree'd as stated

2. PRICING * See pricing proposal specifications 12-249 pricing sheet *****

- 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.**
No price increase for the first two years of the initial contract period. After two years, pricing will be based on the discount schedule using current list price.
- 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 implied or basis with no minimum or maximum order quantity promised.

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.
- Will remove existing and recycle if possible free of charge. Quantities to be removed not to exceed the quantity ordered.

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 ... Life time.
- 5.2.2 Fabrics/upholstery ... 5 years
- 5.2.3 Pneumatic cylinder/casters ... 12 years
- 5.2.4 Normal use warranty ... 12 years
- 5.2.5 24 x 7 Shift warranty ... 12 years
- 5.2.6 Maximum weight capacity (as advertised and/or certified) ... 300 lbs.
- *** See warranties statement.***

6. DELIVERY

- 6.1 Vendor shall indicate any delivery and assembly charges to locations throughout the City of Lincoln.
All seating fully assembled no additional charge.
Delivery charges to apply at \$17.00 per order.
- 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.
- All Makes or Haworth representative to provide demonstration upon request.

7. MAINTENANCE REQUIREMENTS

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

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.
- Demonstration of new seating to be provided as requested.

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 ... See proposal discount
- 9.2.2 Warranty terms and conditions ... See warranty statement
- 9.2.3 Comfort and fit of the chairs ... Refer to 8.3
- 9.2.4 Depth and variety in the chair line, including special needs (i.e., big/tall, large weight, small, etc.) ... Refer to 8.3
- 9.2.5 Vendor services

- Delivery

All Makes understands how critical a precise delivery process is to a successful project. We manage the entire delivery process every step of the way so that you can have confidence that things are done as expected. We coordinate all deliveries by contacting the end user to coordinate the end users availability. These services are provided with our house crews and, as needed, outsourced professionals so that your management can be comfortable that we can meet or exceed all our commitments.

Delivery is professionally conducted with your project manager with all necessary permits acquired. We verify the product order against the delivery ticket to ensure accuracy. From start to finish, our delivery services are a quality operation that you can count on.

-Maintenance/Post Implementation Support

To help ensure that all furniture stays in good working order, All Makes provides ongoing furniture maintenance services. Scheduled maintenance services include inspection, repair, cleaning, stain-prevention treatment and lubrication as required.

Should any products have warranty issues, our skilled, certified technicians will promptly inspect and repair your furniture on site or provide a replacement if necessary. We're available to repair broken or malfunctioning mechanisms and reupholster of seating. Whether it's repairing or replacing your furniture, we'll do whatever it takes to make it right for the long run

- Claims/Service Management.

Claims for transportation damage are processed by All Makes and damaged merchandise is repaired to the satisfaction of the client or the merchandise is replaced, at All Makes' discretion.

All Makes Warranty Service Management includes; securing required information, securing approval of service call for inspection of merchandise, securing client approval for required parts procurement (warranty or non-warranty), procurement of required parts, and securing approval for repair service call, completed repair and client sign-off.

9.2.6 Repair services

- Flowchart

1. Receive call or email from customer, required information:
 - Description of problem
 - Confirm purchased from All Makes
 - Receipt of purchase (if available)
 - Contact name, number and address
 - Check for account
2. Quote labor and trip charge (if not warranty)
3. Get approval and set up service call
4. Key and print order
5. After inspection, information is sent to manufacturer:
 - Model number
 - Serial number
 - Description of problem
 - Picture of problem
 - Listing of parts needed

Depending on what the issue is, it may take from 1 to 3 days to get information back from the manufacturer on the parts needed for the repair.

Manufacturer is asked for warranty or pricing and the ship date or availability for the part/parts(fabric, etc)
6. Call customer with update and get approval from customer to order parts (if not warranty) depending on the part it could take up to 10 to 15 days before manufacture ships part.
7. Process purchase order
8. Manufacturer responds in 2 days with acknowledgement number and approximate ship date
9. Parts arrive
10. Call customer to set up service call
11. Repair is completed
12. Job closed

9.2.7 Ergonomics and Safety Features ... Refer to 8.3

9.2.8 Comfort and Adjustability of chairs ... Refer to 8.3

9.2.9 Any additional Vendor services, manufacturer's warranties, etc. offered by the Vendor to the benefit of the Owners.-Additional Vendor Services: See below

All Makes team members are trained in design principles, construction codes and project management procedures - as well as the latest product innovations - to give customers like you a complete array of complementary services under one roof. All Makes offers a full menu of services including:

- Work Environment Consultation
- Ergonomic and ADA Analysis
- Individual Workstation Needs Survey
- Department Workstation Needs Survey
- Warehousing and Storage
- Certified Installation
- Qualified Delivery
- Employee Orientation
- Space Planning and Design
- CAD Software Databases
- Product Specification
- Project Management
- Automated Order Processing
- Post-Occupancy Evaluation
- Reconfiguration
- Trade-in/Buy-back Programs
- Move Management

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.

City of Lincoln
County of Lancaster
Public Building Commission
Proposal Specification NO. 12-249
9-26-12

Pricing Schedule

- CHAIR MANUFACTURER: HAWORTH
- CHAIR SERIES: IMPROV SERIES
- MANUFACTURER'S PRICE LIST NUMBER: 0004 DATE: MAY 2011
- DISCOUNT STRUCTURE:

ONE(1)TO 50 CHAIRS:	56 %DISCOUNT OFF MFG. PRICE LIST
51 TO 200 CHAIRS:	58 %DISCOUNT OFF MFG. PRICE LIST
201 TO ___ CHAIRS:	NEGOTIABLE

COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Jamie Schultz
TITLE: Sales Representative
ADDRESS: All Makes Office Equipment: 3333 O St. Lincoln, NE 688510
PHONE/FAX NO: (402) 477-7131/ (402) 473-8330

City of Lincoln
County of Lancaster
Public Building Commission
Proposal Specification NO. 12-249
9-26-12

Pricing Schedule

- CHAIR MANUFACTURER: **HAWORTH**
- CHAIR SERIES: **LIVELY SERIES**
- MANUFACTURER'S PRICE LIST NUMBER: _____ DATE: **JUNE 2012**
- DISCOUNT STRUCTURE:

ONE(1)TO 50 CHAIRS:	54 %DISCOUNT OFF MFG. PRICE LIST
51 TO 200 CHAIRS:	57 %DISCOUNT OFF MFG. PRICE LIST
201 TO____CHAIRS:	NEGOTIABLE

COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Jamie Schultz
TITLE: Sales Representative
ADDRESS: All Makes Office Equipment: 3333 O St. Lincoln, NE 688510
PHONE/FAX NO: (402) 477-7131/ (402) 473-8330

City of Lincoln
County of Lancaster
Public Building Commission
Proposal Specification NO. 12-249
9-26-12

Pricing Schedule

- CHAIR MANUFACTURER: HAWORTH
- CHAIR SERIES: VERY SERIES
- MANUFACTURER'S PRICE LIST NUMBER: 0004 DATE: MAY 2011
- DISCOUNT STRUCTURE:

ONE(1)TO 50 CHAIRS:	52 %DISCOUNT OFF MFG. PRICE LIST
51 TO 200 CHAIRS:	53 %DISCOUNT OFF MFG. PRICE LIST
201 TO ___ CHAIRS:	NEGOTIABLE

COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Jamie Schultz
TITLE: Sales Representative
ADDRESS: All Makes Office Equipment: 3333 O St. Lincoln, NE 688510
PHONE/FAX NO: (402) 477-7131/ (402) 473-8330

City of Lincoln
County of Lancaster
Public Building Commission
Proposal Specification NO. 12-249
9-26-12

Pricing Schedule

- CHAIR MANUFACTURER: HAWORTH
- CHAIR SERIES: ZODY SERIES
- MANUFACTURER'S PRICE LIST NUMBER: 0004 DATE: MAY 2011
- DISCOUNT STRUCTURE:

ONE(1)TO 50 CHAIRS:	52 %DISCOUNT OFF MFG. PRICE LIST
51 TO 200 CHAIRS:	53 %DISCOUNT OFF MFG. PRICE LIST
201 TO ___CHAIRS:	NEGOTIABLE

COMPANY REPRESENTATIVE RESPONSIBLE FOR THE ADMINISTRATION OF THIS CONTRACT:

NAME: Jamie Schultz
TITLE: Sales Representative
ADDRESS: All Makes Office Equipment: 3333 O St. Lincoln, NE 688510
PHONE/FAX NO: (402) 477-7131/ (402) 473-8330

Great Expectations

You have them. And so do we. That's why we back our products with a comprehensive warranty plan. At Haworth, we value our customers, and this is part of our pledge to be the best partner for your organization and to provide future assurance through integrated, adaptable products and sustainable environments.

PRODUCT NON-OBSOLESCENCE AND WARRANTY POLICY

This North American Haworth Product Non-Obsolence and Warranty Policy (the "policy") applies to products manufactured after October 1, 2012. For products manufactured before this date please refer to the policy published in the NA Price List when purchased or contact your local Authorized Haworth Dealer*. All Haworth products are warranted for 24 hour / 7 day use over the length of the Applicable Warranty Period as set forth below.

If a new product purchased or leased from Haworth or from an Authorized Haworth Dealer proves to be defective (as defined below) while the product is still in the possession of the initial purchaser or lessee and if they, within the Applicable Warranty Period, send notice of the defect to Haworth by electronic mail (customerservice@haworth.com), then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund the purchase price of the product. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in material or workmanship and if the defect materially impairs the value of the product to the purchaser or lessee. The applicable warranty period begins on the day the product is manufactured. If a product that the purchaser or lessee references in a notice of defect was not installed by a Haworth Certified Installer and/or reconfigured by a Haworth-trained installer, then the product may not be considered defective and Haworth will not be obligated to repair or replace it or to refund its price.

As a result, we or the manufacturer may discontinue some fabrics and finishes before expiration of the Applicable Warranty Period.

PRODUCTS / APPLICABLE WARRANTY PERIOD

LIFETIME
All Haworth products are warranted for lifetime except products, components and materials described below:

TWELVE YEARS
All Haworth NA manufactured seating is warranted for 24/7 multiple shift use by persons up to 325 lbs and includes the framework, mechanisms, seating foam, seat & back mesh and seating glides & casters.

All wood or wood framed products.

TEN YEARS

All wall products, electrical components (excluding Power Base™ AI and workware™ products), electrical accessories, fixed task lighting, LED lighting, adjustable keyboard pads, monitor arms and products that are at any time used in a classroom or educational environment (other than administrative areas) except as limited or described below:

FIVE YEARS

Fabric scrims and fabrics rated (A) Heavy Duty under the Association of Contract Textiles Guidelines, leather, user-adjustable workware mechanisms, gel arm caps, thermofused laminates, slow close mechanisms, electronic ballasts used in task lighting, horizontal glass or thermoplastic table assemblies and Systems Accessories.

THREE YEARS

workware™ products, plastic ultraviolet light color fastness and fabrics rated (a) under the Association of Contract Textiles Guidelines.

ONE TO FIVE YEARS**

Products that are manufactured outside North America and sold into the North American market.

ONE YEAR

Soft palm rest, mouse pad insert, and translucent edging.

Each Haworth "specials" product will be warranted for the same applicable warranty period of the comparable catalogue product unless otherwise stated on the specials solutions department inquiry response.

Service parts used for warranty carry the remaining balance of the assembly's original warranty period.

* An Authorized Haworth Dealer is any dealer or retailer that sells and installs within their primary contracted area and/or under the Dealerlink Program Agreement.

** The Applicable Warranty Period for each such product is specified in Haworth's price list for the product.

A product will not be considered to be defective, and Haworth will not repair, or replace it or refund its price if the product: (1) is a consumable product, such as a lamp; (2) is "Customer's Own Material" (i.e. material specified by the purchaser or lessee that is not a standard Haworth product offering, such as Haworth Alliance fabric); (3) is not installed and used as recommended in Haworth's written specification, installation and user guides; (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it for resale without incorporating it into Haworth product (in which case Haworth will assign to the purchaser or lessee any warranty that the manufacturer provides).

A defect in material or workmanship does not include damage to a product, or failure of a product to operate or perform properly or to maintain appearance, caused by (a) normal wear and tear; (b) an Act of God or transportation; (c) a product alteration made without Haworth's express written authorization; (d) the natural variation of color, grain or texture found in wood and leather; (e) the natural aging found in materials such as wood, fabric and leather which results in colors shifting during use; (f) dye lot variations in fabric, leather or wall covering; (g) the natural patina and "padding" of leather during use or (e) reverse crocking or dyes from clothing onto our seating materials.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE A WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the purchaser's or lessee's exclusive remedy for a product defect. Haworth shall not have any liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect. Haworth shall not be liable for repair or product replacement due to improper installation or any defect in materials used for installation which are not manufactured, sold or supplied by Haworth.

Released October 1, 2012

HAWORTH®

Product Non-Obsolescence and Warranty Policy

(This North American Haworth Product Non-Obsolescence and Warranty Policy applies to products manufactured after October 31, 2010)

Haworth, Inc. or Haworth, Ltd., (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of product platforms to provide our customers with spaces that adapt to change. Under our non-obsolescence policy, we commit to provide our customers with products of comparable function or operational characteristics for a term equal to the Applicable Warranty Period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result, we or the manufacturer may discontinue some fabrics and finishes before expiration of the Applicable Warranty Period.

If a new product purchased or leased from Haworth or from an authorized Haworth dealer proves to be defective (as defined below) while the product is still in the possession of the initial purchaser or lessee and if they, within the Applicable Warranty Period, send notice of the defect to Haworth by electronic mail (ctop@haworth.com), then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund the purchase price of the product. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in material or workmanship and if the defect materially impairs the value of the product to the purchaser or lessee. Applicable Warranty Periods are set forth below. Each Applicable Warranty Period begins on the day the product is manufactured, except that the Applicable Warranty Period for a flooring product begins when its installation is complete. If a product that the purchaser or lessee references in a notice of defect was not installed by a Haworth Certified installer and/or reconfigured by a Haworth-trained installer, then the product may not be considered defective and Haworth will not be obligated to repair or replace it or to refund its price.

ALL HAWORTH PRODUCTS ARE WARRANTED FOR 24 HOUR/7 DAYS USE EXCEPT AS NOTED*

PRODUCTS

APPLICABLE WARRANTY PERIOD

All Haworth products are warranted for LIFETIME
except products, components and materials described below:

Very and Zody Task Chair framework and mechanisms are warranted for persons up to 300 lbs for Twelve Years

All other seating mechanisms* (excluding mechanisms in wood or wood framed chairs), electrical components, electrical accessories and fixed task lighting (excluding underfloor power), upholstery foam, seat and back mesh, seating glides and casters, stack chair frames, wall products and products that are at any time used in a classroom or educational environment (other than administrative areas) for Ten Years
except as limited or described below:

Wood or wood framed products and wood chairs including their mechanisms, gel arm caps, fabric scrims and fabrics rated (A) Heavy Duty under Association of Contract Textiles guidelines, leather, user-adjustable worksurface mechanisms, thermofused laminates, slow close mechanisms, ambient and flexible task lighting, horizontal glass or thermoplastic table assemblies and Jump Stuff products (other than Boogie Board (lifetime)) for Five Years

Flooring products, including underfloor power (excluding factory-applied surfaces), plastic ultraviolet light color fastness and fabrics rated (a) General Contract under the Association of Contract Textiles guidelines for Three Years

Products that are manufactured outside North America and sold into the North American market for One to Five**

Non-standard Specials products, soft palm rest, mouse pad insert translucent edge marring and factory-applied Surfaces on flooring products for One Year

Service parts used for warranty carry the remaining balance of the assembly's original warranty period.

* The Applicable Warranty Period for these components/products is single shift forty hour week. If used more than this, then the Applicable Warranty Period will be reduced in proportion to the increased usage. For example, if a chair is used an average of sixty hours per week, then the Applicable Warranty Period for the seating mechanism is six years, eight months instead of ten.

** The Applicable Warranty Period for each such product is specified in Haworth's price list for the product.

A product will not be considered to be defective, and Haworth will not repair, or replace it or refund its price if the product (1) is a consumable product, such as a lamp or light ballast; (2) is "Customer's Own Material" (i.e. material specified by the purchaser or lessee that is not a standard Haworth product offering, such as Haworth Alliance fabrics); (3) is not installed and used as recommended in Haworth's written specification, installation and user guides; (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it for resale without incorporating it into Haworth product (in which case Haworth will assign to the purchaser or lessee any warranty that the manufacturer provides).

A defect in material or workmanship does not include damage to a product, or failure of a product to operate or perform properly or to maintain appearance, caused by (a) normal wear and tear; (b) an Act of God or transportation; (c) a product alteration made without Haworth's express written authorization; (d) the natural variation of color, grain or texture found in wood and leather; (e) the natural aging found in materials such as wood, fabric and leather which results in colors shifting during use; (f) dye lot variations in fabric, leather or wall covering or (g) the natural patina and "puddling" of leather during use.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE A WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE A WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the purchaser's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.

Released October 31, 2010

City of Lincoln
County of Lancaster
Public Building Commission
Proposal Specification NO. 12-249
9-26-12

EXECPTIONS

- Haworth offers a quick-ship program called RUSH. Rush orders are shipped within five (5) working days of order acceptance. Products that comprise 80% of Haworth's volume are on Haworth's extensive rush program. Larger orders may be reviewed for extended lead times.
- All Makes will administer all warranty claims. End user to be contacted to schedule needed repairs upon receipt of replacement parts.

City of Lincoln
County of Lancaster
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Proposal Specification No. 12-249
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Haworth Manufacturer's Price List:

- Included in original proposal bid binder.

City of Lincoln
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Public Building Commission
Proposal Specification No. 12-249
9-26-12

Haworth Available Fabric Selections:

- Included in original proposal bid binder.

City of Lincoln
County of Lancaster
Public Building Commission
Proposal Specification No. 12-249
9-26-12

REFERENCES

- Novartis Consumer Health
- University of Nebraska – Lincoln

Contact information available upon request.

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.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN,
NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Worker's Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance (For Building Construction Contracts Only): Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

INSTRUCTIONS TO PROPOSERS
City of Lincoln, Nebraska, County of Lancaster, Public Building Commission
"Owners"

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the Owners harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owners; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the Owners prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City or County Staff or officers except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work:
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the Owners have the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the Owners, and deemed to best serve Owners' requirements.
- 10.7 The Owners reserve the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owners.

11. TERMINATION/ASSIGNMENT

- 11.1 The Owners may terminate the Contract if the Contractor:
 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the Owners shall pay Contractor in accordance with this section.
 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the Owners may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the Owners.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the Owners, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the Owners within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The Owners are generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 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. For information on the E-Verify Program, go to www.uscis.gov/everify.

Bid Request Number 12-249
Title Annual Supply - Office Seating
Description
Bid Type RFP
Issue Date 9/12/2012 4:36:48 PM Central
Close Date 9/26/2012 12:00:00 PM Central

Organization Lincoln Purchasing
Bid Creator Robert Walla Asst. Purchasing Agent
Email rwalla@lincoln.ne.gov
Phone 1 (402) 441-8309
Fax 1 (402) 441-6513

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Pay-LESS Office Products, INC	Omaha	NE	9/26/2012 11:20:44 AM CST	1	\$0.00
SPACES, INC.	LENEXA	KS	9/26/2012 10:57:17 AM CST	1	\$0.00
Staples, Inc	Omaha	NE	9/26/2012 8:52:11 AM CST	1	\$0.00
All Makes Office Equipment Co	Lincoln	NE	9/26/2012 9:46:41 AM CST	1	\$0.00
AOI CORPORATION	Lincoln	NE	9/24/2012 2:04:42 PM CST	1	\$0.00
OFFICE INTERIORS & DESIGN	LINCOLN	NE	9/26/2012 9:39:10 AM CST	1	\$0.00

Response Notes

Supplier	Line	Notes
Pay-LESS Office Products, Inc	1	See PDF attachment by Pay-LESS Office Products, Inc.

SPACES, INC. Header I will be delivering the hard copies before noon today.

Staples, Inc Header Please find our attached bid documents. If thereis any further information we can provide, please don't hesitate to contact us. We appreciate the opprotunity to provide seating solutions and look forward to working with you.

All Makes Office Equipment (Header 1) As per written response
 See written response

AOI CORPORATION 1 See RFP delivered to Robert Walla at City of Lincoln Purchasing.

OFFICE INTERIORS & DESIGN Header 1 Teknion seating and ADI seating
 Teknion Seating and ADI seating

Specification Responses	Pay-LESS Office Products, INC.	SPACES, INC.	Staples, Inc	All Makes Office Equipment Co. of Lincoln	AOI CORPORATION	OFFICE INTERIORS & DESIGN, INC.
Header	Response	Response	Response	Response	Response	Response
Header	Insurance Requirements	Yes	Yes	Yes	Yes	Yes
Header	Sample Contract	Yes	Yes	Yes	Yes	Yes
Header	Specifications	Yes	Yes	Yes	Yes	Yes
Header	Electronic Signature	Yes	Yes	Yes	Yes	Yes
Header	Instructions to Proposers	Yes	Yes	Yes	Yes	Yes
Header	Renewal is an Option	Yes	Yes	Yes	No	Yes
Header	Contact	Jean Olson	Wendy OBrien	JAMIE SCHULTZ	Melinda Stanton	Nancy Kraft
Header	Bid award	Yes	Yes	Yes	Yes	Yes
Header	References	Yes	Yes	Yes	Yes	Yes
Header	Tax Exempt Certification Form	Yes	Yes	Yes	Yes	Yes
Header			(c) Prices will remain firm for the first two years of the contract	(a) YES (b) YES (c) 2 years	(b), (c) first two years 2-6 weeks, std. lead time or RUSH	Pricing is current until the manufacturer has a price increase but the discount will remain the same for four years.
Header	Term Clause with Escalation/I/b. 2 years					yes to A
Header	Delivery	5-7 Business Days	3-4 week delivery/timeline	30	approx 25 business days	20-30 days
Header	Proposal Submission	Yes	Yes	Yes	Yes	Yes