

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6327

Kimball

OFFICE FURNITURE

Prepared By:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N. Main B-35
Ann Arbor, MI 48107

Anne Strieter
Senior Buyer
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6327

December 27, 2006

Washtenaw County Purchasing Division and Facilities Department is issuing bids for Kimball office furniture for a two year term.

Sealed Proposals: Vendor will deliver one (1) original and two (2) copies to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O.Box 8645
Ann Arbor, MI. 48107**

by 3:00 p.m. on Tuesday, January 16, 2007

This submission shall include the entire Request For Proposal document and any amendments if issued.

Proposals received after the above cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- Please use the attached self-addressed label or the envelope must be clearly marked "SEALED RFP # 6327".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760 or email strietera@ewashtenaw.org
- Please direct specific technical questions regarding this RFP to Jason Fee at (734) 222-3792 or email feej@ewashtenaw.org.

Thank you for your interest.

I. PROPOSAL

- Definitions:**
- "County"** is Washtenaw County in Michigan.
 - "Bidder"** an individual or business submitting a bid to Washtenaw County.
 - "Contractor"** One who contracts to perform work or furnish materials in accordance with a contract.

Purpose of Proposal:

Washtenaw County, Michigan is accepting bids for Kimball furniture. The successful contractor will be the supplier for Kimball furniture for the County of Washtenaw for a two year period. Kimball furniture is the standard that is used is for director's level and above. The most commonly used Kimball furniture line is the "Priority Series" we also occasionally request the "Definition Series".

Proposal Terms:

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

II. PROPOSAL

The proposal shall include all of the following information: (failure to include all the information could result in disqualification)

A. Contractor's Qualifications - Detail:

1. number of years in business
2. number of employees, list breakdown of designers, sales, administration staff, etc.
3. number of years as a dealer of Kimball Furniture.
4. % of Kimball sales volume

(Addenda A)

B. **References:** List three (3) references for which bidder has provided similar services. Include company name, contact names and phone numbers.

(Addenda B)

C. Describe the **installation process** and name of company if any, providing installation services. Also, list number of years installing Kimball product, number of employees certified.

(Addenda C)

D. Review **Standard Provisions for Contracts Section** (pgs 3 - 7) and concur that these provisions shall be met as well as any subcontractors.

(Addenda D)

E. Please state the warranty on Kimball Furniture.

(Addenda E)

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Facilities Department and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on date of contract and ends two years from the date of contract.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.87 per hour with benefits or \$11.58 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IV. TERMS AND CONDITIONS

BACKGROUND INFORMATION

Washtenaw County has standardized primarily on Kimball Priority series for director's furniture and above. The primary responsibility of the Kimball dealer is to maintain the current furniture that is under warranty and work with departments on new furniture as required.

1. All shipments will be FOB destination to our warehouse unless specified otherwise on the purchase order. Facilities shall be notified via e-mail or fax 24 hours prior to delivery to the warehouse.
2. The vendor will provide a sale's representative from their company and if requested, a designer to layout a floor plan to no cost to Washtenaw County if 50% or more of the furniture is purchased.
3. If samples of chairs are requested, the chair will be brought to that particular site for the employee to sample and picked up by the vendor upon completion of the evaluation.
4. The following reports will be provided monthly:
 - open order report** with county purchase order, ship date and status;
 - punchlist report** with the list of items that need to be fixed and/or replaced. Should include date request was received, department, issues and status.
5. Catalogs, price books, books, fliers and promotional items will be provided to Washtenaw County at no charge.
6. Installation will be on a per job basis and a written amount will be given to Washtenaw County before a purchase order is done.
7. Contractor shall have a representative on site while sub contractors are doing installations for any installation that exceeds \$5000.
8. Contractor shall review all installations that exceed \$5000 with a representative from the Facilities Management Department prior to sign off of completion of installation.
9. Contractor shall supply an electronic auto cad file to the Facilities Management Department of any project exceeding \$5000 as a condition of final approval.
10. Contractor will be required to attend project status meetings on all open projects.
11. Assistance when needed will be provided to all County departments.

RFP # 6327 Kimball Office Furniture

12. The vendor shall work with Facilities Management to coordinate projects in a timely manner.
13. If any furniture is damaged when installed by the vendor or received by the warehouse, the vendor will be responsible to replace or repair the furniture without charge to Washtenaw County.
14. Washtenaw County would prefer to work with only one vendor representative and that representative must be familiar with the line of Kimball products.
15. Request for payment for materials and services will only be allowed by a purchase order. The County of Washtenaw will not be responsible for any purchases without a purchase order.
16. All drop shipments will be made to the following address:

Washtenaw County Warehouse,
2155 Hogback Road,
Ann Arbor, MI 48105.
17. Invoices will be sent to the Bill to Address that is on the purchase order. Invoices must indicate the purchase order number.
19. Payment shall be net 30 days after receiving the shipment.
20. Delivery time shall be in accordance with the time schedule of Kimball. Contractor shall acknowledge the Kimball estimated delivery within 10 business days after receipt of our purchase order.
21. Washtenaw County will not be charged a storage fee until after 30 days from the time the new product is in the vendor's warehouse.
22. Training of Washtenaw County Facilities staff will be coordinated through the vendor and Kimball to update/train staff on handling Kimball furniture.
23. The vendor will be responsible to repair goods on warranty items in a timely manner agreeable with Washtenaw County.
24. For those installations where the furniture is relocated, a pre-move damage report and a post-move damage report needs to be signed by a Washtenaw County representative.
25. All installation and moving costs for a furniture project, should also include the cost for Kimball furniture left over on the project to be moved into storage.

AWARD:

Washtenaw County reserves the right to reject any all all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See "Low Bidder" following), quality of service, the Contractors' qualifications and capabilities to provide the specified service, and other factors which award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

The County would prefer to award the entire bid to one contractor.

TERM OF CONTRACT:

The contract is for two years.

Price changes will only be accepted if there is a Manufacturer's increase on the products. A written statement should be provided to the Purchasing Manager two weeks prior to the new prices effective date.

RFP # 6327 Kimball Office Furniture

Bid Sheet:

(Bidders are required to insert Price)

Kimball Priority Series

Installation charge per hour when installing new product during regular business hours: _____

Installation charge per hour when installing New product during weekend/after business hours: _____

Charge for installing a workstation #A during normal business hours include all material costs: **(See attachment A)** _____

Charge for installing a workstation #A during weekend/ After business hours: _____ Include all material costs **(See attachment A)**

Cost per hour for design of relocating existing Kimball furniture: _____

Cost per hour for labor of relocating existing Kimball furniture during normal business hours: _____

Cost per hour for labor of relocating existing Kimball furniture during weekend/ after business hours: _____

Furniture Discount (Retail - %): _____ Discount applies for the two year period.

State minimum charge per service and what it includes: _____

State transportation charges and what it includes: _____

Cost per square foot per day for storage space: _____

ADDENDA

Attach requested **ADDENDA A** thru **E** to the balance of this RFP. See page 2 for information to include.

SIGNATURE PAGE

Signature _____	Company Name _____
Print Name _____	Company Address _____
Title _____	_____
Date _____	City _____ St. _____ Zip _____
Telephone # _____	Fax # _____
_____	Url _____
Email address _____	<u>CHECK ONE</u>
_____	Partnership _____
Federal Tax ID # _____	Non Profit Corp. _____
_____	Profit Corp. _____
_____	Other _____

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

