FEBRUARY 28, 2004
~~FEBRUARY 28, 2003~~
~~JULY 31, 2002~~
CONTRACT PERIOD THROUGH ~~MARCH 31, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **FURNITURE: OFFICE, CUSTOM MADE A.K.A. ERGONOMIC PLATFORMS & ARMS FOR COMPUTER KEYBOARD TRAYS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 7, 2001.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Director
Materials Management

AS/cl
Attach

Copy to: Clerk of the Board
Debbie Thompson, Human Resources
Sharon Tohtsoni, Materials Management

ERGONOMIC PLATFORMS & ARMS FOR COMPUTER KEYBOARD TRAYS

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for the purchase of ergonomic platforms and arms for keyboard trays, including installation. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 ADJUSTABLE ARMS:

2.1.1 Adjustable arms must meet or exceed ANSI/BIFMA X 5.5, 1989, sections 4 and 15, in strength and human factors criteria.

2.1.2 Two types of arms shall be available: (1) Lock-n-Lever; (2) lever-less/no-lever lift-n-lock type.

2.1.3 A ball bearing slide track is preferred for smooth and consistent operation, without interference from tabs or dropped extensions in the track. There shall be a short and long track available for both 24-inch and 30-inch wide work surfaces.

2.1.4 The height range shall be at least 5 – 6 inches below the normal work surface of 1.25 inch thickness. An arm with an extended neck shall be available to allow the keyboard tray to be adjusted a minimum of 4 inches above the same work surface for sit/stand applications.

2.1.5 The height and angle controls shall be fully independent; meaning the platform can be changed without changing the height adjustment.

2.1.6 The controls shall be ADA (American Disabilities Act) style controls; requiring less than 3 pounds of force to activate and have no twist-type knobs.

2.1.7 The height adjustment shall be spring-assisted, allowing ease of operation.

2.1.8 The keyboard shall have a 360-degree swivel located at the track to allow the platform to be positioned and rotated out of the way under the work surface.

2.1.9 The arm shall also have an option of a swivel plate between the arm and the platform, providing an additional pivot point, allowing extra adjustability in rotation and lateral movement.

2.1.10 The platform angle adjustment shall provide at least 15 degrees of negative tilt and no more than 10 degrees of positive tilt.

2.1.11 There shall be no knee or leg obstructions with the controls under the keyboard platform; therefore, a low profile platform and arm shall be required.

2.2 KEYBOARD PLATFORM SPECIFICATIONS:

2.2.1 All platforms shall include a keyboard/mouse combo application with a designated space for both the keyboard and mouse, and a mouse forward design configuration.

2.2.2 The platforms shall include palm supports, 2.5 to 3 inches wide, for both the keyboard and mouse. Removable palm supports are desired.

2.2.3 All combo platforms shall include the following features:

2.2.3.1. A mouse guard to keep the mouse on the platform in a negative tilt position.

2.2.3.2 Cord clips for both the keyboard and mouse cord.

2.2.3.3 Keyboard friction surface or adhesive pieces to keep the keyboard from sliding while using negative tilt.

2.2.3.4 A cloth-faced mouse pad.

2.2.4 Platforms shall be reversible for both right and left-handed users.

2.2.5 Platforms shall have machined, rounded edges and trim.

2.2.6 Platform construction can be particle board covered with laminate or vinyl, or urethane. An optional thin, ¼ inch platform is a desirable option.

2.2.7 A platform designed for an ergonomic keyboard shall be available, or the standard tray must accommodate an ergonomic keyboard.

2.2.8 The platform shall be attached to the adjustable arm with metal to metal fasteners.

2.3 SPECIAL APPLICATIONS:

2.3.1 Combination: Sitting & Sit/Stand Application – Single Arm

2.3.1.1 The range of height adjustment is wider at 13.5 inches; 9 inches below and 4.5 inches above the work surface.

2.3.1.2 Negative tilt adjustment needs to be greater for this application, up to negative 36 degrees.

2.3.1.3 Dual swivel between the platform and track allows 90 degrees of additional rotation for better accessibility to workspace.

2.3.1.4 Mouse positioned above and below the keyboard platform is available for tight work configuration.

2.3.2 Combination: Sitting & Sit/Stand Application – Double Arm

2.3.2.1 Double arm provides complete clearance for legs and knees. An arm with a power lift is desirable.

2.3.2.2 Retractable on ball bearing glides for ease of use.

2.3.2.3 Enhanced 16 to 18.5 inch adjustable height range.

2.3.2.4 A single lever can be used for both height and angle adjustment.

3.0 SPECIAL TERMS & CONDITONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION:

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts,

errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY.**

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.3.2 INSURANCE REQUIREMENTS:

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

3.3.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.3.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than $1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.4 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date. **CERTIFICATES RECEIVED WITHOUT THE CONTRACT NUMBER ON THEM WILL BE RETURNED AND THE CONTRACTOR CHARGED A $25.00 ADMINISTRATIVE FEE.**

3.5 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to the **COUNTY.**

3.6 FAILURE TO EXECUTE:

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

3.7 VENDOR'S PROPOSAL COLUMN:

Bidders are to complete the Vendor's Proposal Column and return it with their pricing. Failure to provide this information may result in their bid being rejected. Bidder should state either "can comply" or "can't comply".

3.8 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.9 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within twenty-eight (28) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery. A Quick Ship program must be available for medical accommodations with a 14-day delivery.

3.10 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.11 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.12 STOCK:

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

3.13 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.14 INSTALLATION:

The successful Contractor's price shall include delivery and setup in complete operating condition.

3.15 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.16 WARRANTY:

The minimum warranty period shall be **LIFETIME**. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The warranty must include parts and labor with on-site service at no charge to the county. The effective date on all warranties shall commence upon date of acceptance.

3.16.1 Customer service in handling warranty issued shall include:

3.16.1.1 Initial response to warranty repairs within 48 hours, to set up appointment to inspect reported faulty keyboard tray.

3.16.1.2 Appointment to inspect faulty keyboard tray shall be set up within two weeks of the reported warranty issue. If the appointment cannot be set up within this time frame, the ergonomics program shall be notified of the reason and timeline for repair.

3.16.1.3 The repair technician, on the first visit to inspect the faulty keyboard tray, shall have a new keyboard tray (platform & arm) available that is the same or a similar model in order to be able to replace the faulty tray if the existing one cannot be fixed during the first service call. The vendor and/or manufacturer representative shall be responsible for having one of the standard platforms and arms in stock for these on-site repairs.

3.17 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random form stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.18 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.19 SAMPLES:

Bidders may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within three (3) working days from date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the Invitation for Bids.

3.20 WAREHOUSE/DISTRIBUTION CENTER:

Contractors shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

3.21 PRODUCT DISCONTINUANCE:

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

3.21.1 Documentation from the manufacturer that the product or model has been discontinued.
3.21.2 Documentation that names the replacement product or model.
3.21.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
3.21.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
3.21.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.22 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than $1,000.00**. No other request is valid.

3.23 TRADE-INS:

Bidders are requested to submit prices on trade-in(s). Trade-in(s) to be at the option of Maricopa County.

3.24 EQUIPMENT MAINTENANCE:

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment.

3.25 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.26 MANUALS:

Comprehensive operational manual(s) and equipment service manual(s), including schematic diagrams, shall be provided by Contractor.

3.27 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to these contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the

deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.28 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidders must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. The literature must show and outline that the product meets the requested technical specifications. Outline format of specifications is desired. Failure to include this information may result in the bid being rejected.

3.29 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.30 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.31 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time,** to place and make payment for orders under this Contract. Bidders without this capability **may**/shall be considered non-responsive and not eligible for award consideration.

3.32 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

Purchase Card Clarification.
Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.
The advantages of accepting the purchase card for payment are as follows.
1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.
Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.33 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

3.33.1 One (1) original and one (1) copy of all submissions is MANDATORY
3.33.2 Vendor proposal column/section, MANDATORY
3.33.3 Pricing pages, MANDATORY
3.33.4 Copies of Catalogs/Pricing Documents
3.33.5 Literature, Technical and Descriptive, MANDATORY
3.33.6 Vendor Information, MANDATORY
3.33.7 Agreement page, MANDATORY
3.33.8 References

3.34 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: WALT PRICE
Department Of Materials Management
Telephone: (602) 506-3454

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent

that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor’s responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

FACILUTIONS INC, ~~20805 N. 19TH AVENUE SUITE #9,~~1605 W PARKSIDE LANE STE 2, PHOENIX, AZ 85027

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X____ YES _____ NO

ACCEPT PROCUREMENT CARD: __X___ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ___X__ YES _____ NO __2___ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ___X__ YES _____ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X__YES _____ NO

C711505/B0602345
NIGP CODE: 42548
PRICING:
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	MODEL#	BRAND	UNIT PRICE	EXT. PRICE
A. ADJUSTABLE ARMS:				
LOCK-N-LEVER	170-TG	WORKRITE	$ 84.90	$
LEVER-LESS NO-LEVER LIFT-N-LOCK	2170-22 TG	WORKRITE	$ 84.90	$
B. KEYBOARD PLATFORM:	317 R/L	WORKRITE	$ 51.90	$
C. COMBINATION:				
SITTING & SIT/STAND APPLICATION - SINGLE ARM		ERGO SYSTEMS	$ 178.00	$
SITTING & SIT/STAND APPLICATION - DOUBLE ARM		WORKRITE	$ 279.00	$

D. INSTALLATION CHARGES:
$ 15/ea. INSTALLING 10+ AT ONE LOCATION – SAME DAY
$ 20/ea. INSTALLING 5- 9 AT ONE LOCATION – SAME DAY
$ 25/ea. INSTALLING 1 – 4 AT ONE LOCATION – SAME DAY

NOTE: ADDITIONAL ITEMS IN THE WORKRITE CATALOG ARE AVAILABLE AT 52% OFF OF LIST PRICES SHOWN.

SHIPPING ON ITEMS NOT INSTALLED BY FACILUTIONS COULD BE PREPAY AND ADD.

FACILUTIONS INC, ~~20805 N. 19TH AVENUE~~ SUITE #9**,1605 W PARKSIDE LANE STE 2, PHOENIX, AZ 85027**

Terms:	2% 10 DAYS NET 30
Federal Tax ID Number:	86-0726758
Telephone Number:	623/ 581-5253
Fax Number:	623/ 581-5254
Contact Person:	Diane or Kurt Budday, President
Vendor Number:	860726758
Company Web Site:	www.facilutions.com
E-mail Address:	facilution@aol.com
Contract Period:	To cover the period ending ~~February 28, 2003~~ ~~July 31, 2002~~ ~~March 31, 2002~~. **February 28, 2004**

NEUTRAL POSTURE ~~ERGONOMICS~~ INC, 3904 N. TEXAS AVENUE, BRYAN, TX 77803

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _X____ YES _____ NO

ACCEPT PROCUREMENT CARD: __X___ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES ___X__ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ___X__ YES _____ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ___X__YES _____ NO

C711505/B0602345
NIGP CODE: 42548

PRICING:
NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION	BRAND	LIST PRICE	MARICOPA S UNIT PRICE
A. ADJUSTABLE ARMS:			
LOCK-N-LEVER	NPE AKH/Waterloo (22" Track)	$ 190	$ 76.00
LEVERLESS	NPE AKA/Waterloo (22" Track)	$ 160	$ 64.00
	NPE AKB/Waterloo (16" Track)	$ 160	$ 64.00
B. KEYBOARD PLATFORM:			
	NPE K062B (Reversible – Mouse Forward)	$ 130	$ 52.00
	NPE K092B (Natural – Ergonomic Keyboards)	$ 80	$ 32.00
	NPE K043B000 (Urethane)	$ 120	$ 48.00

C. COMBINATION:

SINGLE ARM – Cannot bid this particular item at this time

DOUBLE ARM – Cannot bid this particular item at this time

D. INSTALLATION CHARGES: $25.00 per unit (Arm + platform)

The above pricing reflects a 60% discount and will ship within 5 working days.
FREE FREIGHT IS INCLUDED – 60% discount applies to all NPE products.
Maricopa County may elect to use a servicing dealer of their choice – NPE will reimburse dealer for services.

NEUTRAL POSTURE ~~ERGONOMICS~~ INC, 3904 N. TEXAS AVENUE, BRYAN, TX 77803

Terms:	NET 30
Federal Tax ID Number:	~~74-2563656~~ **74-2983577**
Telephone Number:	~~979/ 778-0502~~ **800/ 864-8073**
Fax Number:	979/ 778-0408
Contact Person:	~~David Ebner, VP-Operations~~ **Julie Bookman (979/788-0502)**
Vendor Number:	~~742563656~~ **742983577**
Company Web Site:	www.igoergo.com
E-mail Address:	david@igoergo.com
Contract Period:	To cover the period ending ~~March 31, 2002~~ ~~February 28, 2003~~ ~~July 31, 2002~~. **February 28, 2004**