

09/000425

BOARD OF COMMISSIONERS
SARPY COUNTY, NEBRASKA
RESOLUTION AWARDING BID FOR
OFFICE FURNITURE BY GROUP, PHASE THREE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6)(Reissue 1997), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 1997), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, bids for this matter have been solicited, made, opened and reviewed pursuant to applicable Nebraska State Statutes; and,

WHEREAS, based on those proceedings, and after a public hearing, this Board has duly deliberated and considered the bids received; and,

WHEREAS, this Board desires to proceed forthwith in order to expedite and facilitate service to the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT:

- (1) The low bid of each of the following groups for Sarpy County Office Furniture By Group, Phase Three in the amounts listed are hereby accepted, ratified, and confirmed:
- (2)

GROUP	VENDOR	AWARD AMOUNT
A - Custom Built Tables	Pay-Less Office Products, Inc.	\$9,264.00
B - Bergco	Shepards Business Interiors, Inc.	\$17,365.68
C - Express Seating	Pay-Less Office Products, Inc.	\$1,580.00
D - Florense Office Furniture	Pay-Less Office Products, Inc.	\$3,286.00
E - HON Furniture	Pay-Less Office Products, Inc.	\$3,320.00

(3) This Board's Chairman, Clerk, and Attorney are hereby authorized and directed to execute such ancillary documents as may be required to evidence the contract and take any and all steps necessary or required in order to carry out the terms of such contract after said documents have been reviewed by the Attorney, Fiscal Administrator, and County Administrator.

Dated this 22nd day of September, 2009.

Moved by Tom Richards, and seconded by Patrick Thomas, that the above Resolution be adopted. Carried.

<u>Paul Hill</u>	YEAS:	<u>None</u>	ABSENT:	<u>None</u>
<u>Rick Jensen</u>				
<u>Gene Long</u>			ABSTAIN:	
<u>Tom Richards</u>			<u>None</u>	
<u>Patrick J. Thomas</u>				



Approved as to form:

[Signature]
Sarpy County Clerk

[Signature]
Deputy County Attorney

**Office Furniture - Phase Three
Bid Tab
Sarpy County, Nebraska
September 10, 2009**

Vendors	Group "A" Custom Tables Bid Totals	Group "B" Bergco Bid Totals	Group "C" Express Seating Bid Totals	Group "D" Florense Office Furniture Bid Totals	Group "E" HON Bid Totals
Business Interiors By Staples (Formerly Corporate Express)	\$14,186.00	N/A	N/A	\$3,587.67	\$3,443.84
Indoff	\$15,832.00	N/A	N/A	\$3,693.00	\$3,892.00
Pay-Less Office Products, Inc.	\$9,264.00	\$18,496.00	\$1,580.00	\$3,286.00	\$3,320.00
Shepards Business Interiors. Inc.	N/A	\$17,365.68	\$1,605.42	\$3,476.43	N/A
Office Interiors & Design	N/A	N/A	N/A	N/A	N/A

**Office Furniture by Group - Phase Three
County Court Rooms Office Bid Tab
Sarpy County, Nebraska
September 10, 2009**

			Pay-Less Office Products, Inc.		Shepards Business Interiors, Inc.		Business Interiors By Staples (Formerly Corporate Express)		Indoff	
Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price
GROUP "A" - CUSTOM BUILT TABLES										
	Custom Table, 96"L x 36"W x 29"h (measurements must be exactly as specified on diagram design attached), laminate, Maple finish - <i>Sample of stained wood will be furnished to the sucessful bidder.</i>	8	\$ 1,158.00	\$ 9,264.00	\$ -	\$ -	\$ 1,773.25	\$ 14,186.00	\$ 1,979.00	\$ 15,832.00

**Office Furniture by Group - Phase Three
County Court Rooms Office Bid Tab
Sarpy County, Nebraska
September 10, 2009**

			Pay-Less Office Products, Inc.		Shepards Business Interiors, Inc.		Business Interiors By Staples (Formerly Corporate Express)		Indoff	
Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price
GROUP "B" - BERGCO JURY SEATING										
#ROA180	Jury Managerial Chairs	40	\$ 382.00	\$ 15,280.00	\$ 358.80	\$ 14,352.00	\$ -	\$ -	\$ -	\$ -
	- Swivel chair w/memory return - Seat width: 21" clear, depth 19" - Back height: 20" from seat to top of back - Jury Base, Black - Floor Mounted/No Slope - Fixed height - Loop arms - No tilt - Fabric-heavy duty - must have no less than 100,000 Double rubs with Scotchgard. (Color to be selected later)									
#ROA180-B	Jury Chair Big & Tall Managerial - STYLE MUST MATCH ABOVE JURY CHAIR (DEMO may be requested)	8	\$ 402.00	\$ 3,216.00	\$ 376.71	\$ 3,013.68	\$ -	\$ -	\$ -	\$ -
	- Swivel chair w/memory return - Approximate seat size: width 24", depth 21" - Back height: 20" from seat to top of back - Jury Base, Black - Floor Mounted/No Slope - Fixed height - Loop arms - No tilt - Fabric-heavy duty - must have no less than 100,000 Dou									
TOTAL				\$ 18,496.00		\$ 17,365.68		\$ -		\$ -

**Office Furniture by Group - Phase Three
County Court Rooms Office Bid Tab
Sarpy County, Nebraska
September 10, 2009**

			Pay-Less Office Products, Inc.		Shepards Business Interiors, Inc.		Business Interiors By Staples (Formerly Corporate Express)		Indoff	
Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price
GROUP "C" - EXPRESS SEATING										
ISULEXBLK	Mayline Executive Chairs, Leather, Black (Co. Judge's Chambers & Court Room)	2	\$ 428.00	\$ 856.00	\$ 388.69	\$ 777.38	\$ -	\$ -	\$ 464.00	\$ 928.00
GO-104ROMA	Guest Chairs, Cherry, Taupe Crepe Fabric (Co. Judge's Chambers)	4	\$ 181.00	\$ 724.00	\$ 207.01	\$ 828.04	\$ -	\$ -	\$ 225.00	\$ 900.00
TOTAL				\$ 1,580.00		\$ 1,605.42		\$ -		\$ 1,828.00

**Office Furniture by Group - Phase Three
County Court Rooms Office Bid Tab
Sarpy County, Nebraska
September 10, 2009**

			Pay-Less Office Products, Inc.		Shepards Business Interiors, Inc.		Business Interiors By Staples (Formerly Corporate Express)		Indoff	
Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price
GROUP "D" - FLORENSE										
FWR01-C	Florense Straight-Top Desk Shell, 36" x 72", Cherry (Co. Judge's Chambers)	1	\$ 459.00	\$ 459.00	\$ 475.22	\$ 475.22	\$ 477.31	\$ 477.31	\$ 511.00	\$ 511.00
FWR70-C	Florense Bridge, 24" X 48", Cherry (Co. Judge's Chambers)	1	\$ 207.00	\$ 207.00	\$ 228.91	\$ 228.91	\$ 215.13	\$ 215.13	\$ 237.00	\$ 237.00
FWR143-C	Florense Credenza Shell, 24" x 72", Cherry (Co. Judge's Chambers)	1	\$ 384.00	\$ 384.00	\$ 401.54	\$ 401.54	\$ 398.88	\$ 398.88	\$ 427.00	\$ 427.00
FW76-C	Florense Box/Box/File Ped., 27"d, Cherry (Co. Judge's Chambers)	1	\$ 341.00	\$ 341.00	\$ 359.43	\$ 359.43	\$ 354.06	\$ 354.06	\$ 382.00	\$ 382.00
FW79-C	Florense File/File Ped., 22"d, Cherry (Co. Judge's Chambers)	1	\$ 306.00	\$ 306.00	\$ 325.75	\$ 325.75	\$ 318.21	\$ 318.21	\$ 342.00	\$ 342.00
FWR244-C	Florense Hutch w/o Doors, Cherry (Co. Judge's Chambers)	1	\$ 421.00	\$ 421.00	\$ 437.33	\$ 437.33	\$ 436.97	\$ 436.97	\$ 470.00	\$ 470.00
FWR146-C	Florense Hutch Doors, Cherry (Co. Judge's Chambers)	1	\$ 155.00	\$ 155.00	\$ 178.38	\$ 178.38	\$ 161.34	\$ 161.34	\$ 181.00	\$ 181.00
FW15-C	Florense Center Drawer, Cherry (Co. Judge's Chambers)	1	\$ 79.00	\$ 79.00	\$ 104.69	\$ 104.69	\$ 82.91	\$ 82.91	\$ 99.00	\$ 99.00
FW327-C	Florense 42" Table Top, Cherry (Co. Judge's Chambers)	1	\$ 304.00	\$ 304.00	\$ 323.64	\$ 323.64	\$ 488.52	\$ 488.52	\$ 199.00	\$ 199.00
FW555-C	Florense X-Table Base, Cherry (Co. Judge's Chambers)	1							\$ 146.00	\$ 146.00
FWR122-C	Florense 2-Drw Lateral File, 36" x 20", Cherry (Co. Judge's Chambers)	1	\$ 630.00	\$ 630.00	\$ 641.54	\$ 641.54	\$ 654.34	\$ 654.34	\$ 699.00	\$ 699.00
TOTAL				\$ 3,286.00		\$ 3,476.43		\$ 3,587.67		\$ 3,693.00

**Office Furniture by Group - Phase Three
County Court Rooms Office Bid Tab
Sarpy County, Nebraska
September 10, 2009**

			Pay-Less Office Products, Inc.		Shepards Business Interiors, Inc.		Business Interiors By Staples (Formerly Corporate Express)		Indoff	
Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price	Cost Per Unit	Extended Price
GROUP "E" - HON FURNITURE										
HON 3516BW90T	HON 24 Hour Guest Chair w/ Arms, Sled Base, Curfew, Navy (Witness & Court Security Chairs)	8	\$ 249.00	\$ 1,992.00	\$ -	\$ -	\$ 256.89	\$ 2,055.12	\$ 289.00	\$ 2,312.00
HON 5902BW90T	HON Steno Chair w/o Arms, Curfew, Navy	4	\$ 88.00	\$ 352.00	\$ -	\$ -	\$ 88.36	\$ 353.44	\$ 108.00	\$ 432.00
HON 4002BW90T	HON Council Managerial Chairs, Curfew, Navy (Courtroom & Jury Room)	8	\$ 122.00	\$ 976.00	\$ -	\$ -	\$ 129.41	\$ 1,035.28	\$ 143.50	\$ 1,148.00
TOTAL				\$ 3,320.00		\$ -		\$ 3,443.84		\$ 3,892.00

Exhibit "A"

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Pay-Less Office Products, Inc., hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion Office Furniture By Group, Phase Three; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Bid prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the purchase, delivery and installation of office furniture in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance.
- D. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid (Exhibit B). Such invoices shall be submitted to:

Purchasing Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- E. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement,

and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice. The County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contain the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Pay-Less Office Products, Inc.
PO Box 390157
Omaha, NE 68139

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 22nd day of September, 2009.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:



Debra Houghtaling
Debra Houghtaling
Sarpy County Clerk

Joni Jones
Joni Jones, Chairman
Sarpy County Board Of Commissioners

Approved as to form and content:

Matt [Signature]
Deputy County Attorney

Vendor: Pay-Less Office Prod.

By: Brad Lubbers
Brad Lubbers

Title: Manager Furn. Div.

Attest:

Witness

Vendor: Pay Less Office Products

**Sarpy County, Nebraska
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three
Bid Form**

****SEE ATTACHED BID SHEET FOR SPECIFIED ITEMS**

***Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046**

Company Information:

Years in business: 20

of employees 50

Total sales last 3 years 45,000,000

References:

A.	1.	Company Name	<u>Sarpy Co.</u>
	2.	Date of Purchase	<u>2007-2008-2009</u>
	3.	# Purchased	<u>100 Plus</u>
	4.	Contact Name	<u>Lois Spethman</u>
	5.	Contact Phone #	<u>593-2102</u>
B.	1.	Company Name	<u>Council Bluffs Comm. Schools</u>
	2.	Date of Purchase	<u>2007-2008-2009</u>
	3.	# Purchased	<u>100 Plus</u>
	4.	Contact Name	<u>Mike Bell</u>
	5.	Contact Phone #	<u>328-6436</u>
C.	1.	Company Name	<u>Douglas Co.</u>
	2.	Date of Purchase	<u>2007-2008-2009</u>
	3.	# Purchased	<u>100 Plus</u>
	4.	Contact Name	<u>Lisa Reher</u>
	5.	Contact Phone #	<u>444-7156</u>

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

Vendor: Pay Less Office Products

I acknowledge receipt of the following addendums (if applicable):

Addendum #1 _____

Addendum #2 _____

**Requested Attachments: Warranty Information
 Product Brochures**

Pay Less Office Products
Company Name

Brad Lutbers
Company Representative (Please print)

Brad Lutbers
Authorized Signature

402-891-6210 X 63
Telephone Number

13467 Chandler Rd
Address

402-884-0730
Fax Number

Omaha, NE 68138
City, State & Zip

407-706-3073
Cell Number

BradL@paylessoffice.com
E-Mail Address

*** NOTE : Sarpy County is tax exempt and will provide the proper form upon request.**

**CUSTOM BUILT COUNSEL TABLES
 Sarpy County Courthouse Expansion
 Office Furniture By Group, Phase Three**

GROUP "A"

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	Custom Table, 96"L x 36"W x 29"h (measurements must be exactly as specified on diagram design attached), laminate, Maple finish - Sample of stained wood will be furnished to the successful bidder.	8	1158.00	9264.00
	TOTAL			9264.00

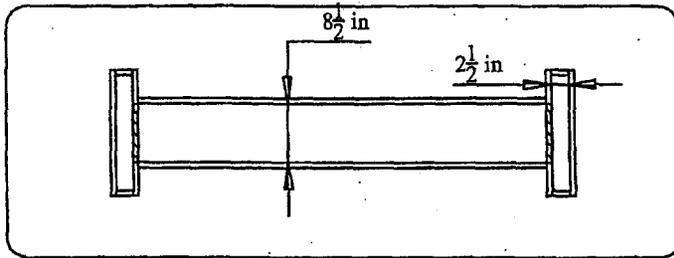
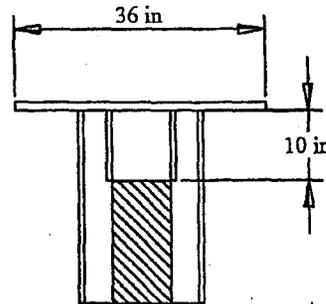
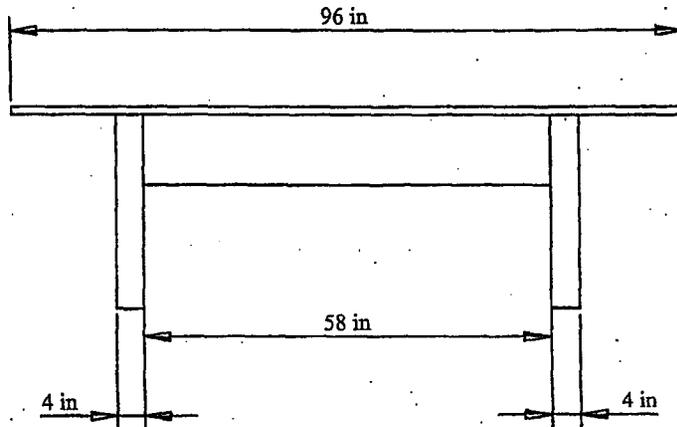
Manufacturer Name: Anfra Products
 Contact Name: Andre Delong
 Address: 319 S.W. 5th St.
Des Moines, IA 50309
 Telephone Number: 515-244-6647

Delivery and Installation date: 3-4 weeks

VENDOR: Pay-Less Office Products



Height - 29"



Interior wire access paneles
on legs, hollow legs.

**EXPRESS SEATING OFFICE FURNITURE
Sary County Courthouse Expansion
Office Furniture By Group, Phase Three**

GROUP "B"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
BERGCO JURY CHAIR #ROA180	Jury Managerial Chairs	40	382.00	15,280.00
	Swivel chair w/memory return			
	Seat width: 21" Clear", depth 19"			
	Back height: 20" from seat to top of back			
	Jury Base, Black - Floor Mounted/No Slope			
	Fixed height			
	Loop arms			
	No tilt			
	Fabric-heavy duty - must have no less than 100,000 Double rubs with Scotchgard. (Color to be selected later)			
BERGCO JURY CHAIR #ROA180-B	Jury Big & Tall Managerial Chair - STYLE MUST MATCH ABOVE JURY CHAIR (DEMO may be requested)	8	402.00	3216.00
	Swivel return			
	Approximate seat size: width 24", depth 21"			
	Back height: 20" from seat to top of back			
	Jury Base, Black - Floor Mounted/No Slope			
	Fixed height			
	Loop arms			
	No tilt			
	Fabric-heavy duty - must have no less than 100,000 Double rubs with Scotchgard. (Color to be selected later)			
	TOTAL			18,496.00

Delivery and Installation date: 3-4 weeks

VENDOR: Pay-Less Office Products

EXPRESS SEATING OFFICE FURNITURE
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three

GROUP "C"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	MANUFACTURER: EXPRESS SEATING			
ISULEXBLK	Mayline Executive Chairs, Leather, Black (Co. Judge's Chambers & Court Room)	2	428.00	856.00
GO-104ROMA	Guest Chairs, Cherry, Taupe Crepe Fabric (Co. Judge's Chambers)	4	181.00	724.00
	TOTAL			1580.00

Delivery and Installation date: 3-4 weeks

VENDOR: Pay-Less Office Products

**FLORENSE OFFICE FURNITURE
 Sarpy County Courthouse Expansion
 Office Furniture By Group, Phase Three**

GROUP "D"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	MANUFACTURER: FLORENSE			
FWR01-C	Florense Straight-Top Desk Shell, 36" x 72", Cherry (Co. Judge's Chambers)	1	459.00	459.00
FWR70-C	Florense Bridge, 24" X 48", Cherry (Co. Judge's Chambers)	1	207.00	207.00
FWR143-C	Florense Credenza Shell, 24" x 72", Cherry (Co. Judge's Chambers)	1	384.00	384.00
FW76-C	Florense Box/Box/File Ped., 27"d, Cherry (Co. Judge's Chambers)	1	341.00	341.00
FW79-C	Florense File/File Ped., 22"d, Cherry (Co. Judge's Chambers)	1	306.00	306.00
FWR244-C	Florense Hutch w/o Doors, Cherry (Co. Judge's Chambers)	1	421.00	421.00
FWR146-C	Florense Hutch Doors, Cherry (Co. Judge's Chambers)	1	155.00	155.00
FW15-C	Florense Center Drawer, Cherry (Co. Judge's Chambers)	1	79.00	79.00
FW327-C	Florense 42" Table Top, Cherry (Co. Judge's Chambers)	1	304.00	304.00
FW555-C	Florense X-Table Base, Cherry (Co. Judge's Chambers)	1	—	—
FWR122-C	Florense 2-Drw Lateral File, 36" x 20", Cherry (Co. Judge's Chambers)	1	630.00	630.00
222-C	TOTAL			3296.00

Delivery and Installation date: 3-4 weeks

VENDOR: Pay-Less Office Products

HON OFFICE FURNITURE
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three

GROUP "E"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	MANUFACTURER: HON			
HON 3516BW90T	HON 24 Hour Guest Chair w/ Arms, Sled Base, Curfew, Navy (Witness & Court Security Chairs)	8	249.00	1992.00
HON 5902BW90T	HON Steno Chair w/o Arms, Curfew, Navy	4	88.00	352.00
HON 4002BW90T	HON Council Managerial Chairs, Curfew, Navy (Courtroom & Jury Room)	8	122.00	976.00
	TOTAL			3320.00

Delivery and Installation date: 3-4-Weeks

VENDOR: Pay-Less Office Products

WARRANTY

Anfra Products

319 S.W. 5th St.

Des Moines, IA 50309

515-244-6647

Anfra Products promises to repair or replace any Anfra product that is defective in material or Workmanship for five years.

Exclusions:

- **Normal wear and tear, which is to be expected over the course of ownership.**
- **Damage caused by the carrier in-transit, which will be handled under Freight Damage policy.**
- **Modifications or attachments to the product that are not approved by Anfra Products.**
- **Products that were not installed, used or maintained in accordance with product Instructions and warnings.**
- **Products used for rental purposes.**



BERGCO SEATING INC

12 YEAR WARRANTY

Bergco warrants to the original purchaser that the frame of each piece of Bergco furniture will be free from defects in workmanship given normal use and care for 12 YEARS of service. Textile and decorative trim are not covered by this warranty, only by the Textile Co.

This warranty is extended to the original purchasers acquiring products manufactured and sold in North America either through a authorized agent of Bergco through direct sales from the manufacture or through a authorized dealer

Bergco will repair or replace any part or parts of the warranted product found to be defective within the terms of the warranty. You must notify your authorized Bergco dealer and provide proof of purchase.

All Bergco product is provided with solid hardwood inner frame construction, double doweled and glued. Seat and Back foam is a HR rated cal-133 foam recommended for hospitals and other office Environments.

Bergco's warranty is only valid if the products are given normal and proper use. Bergco assumes no responsibility for repairs to product sustaining damage resulting from user modifications, attachments to a product, misuse, abuse, alteration or negligent use of our products.

This warranty does not cover:

- Damage caused by a carrier or freight charges to replace any broken frames.
- COM (Customer's Own Material) specified by the customer that is not a standard product offering.
- Color, grain or texture of wood, laminate and other covering materials due to natural variations over which Bergco has no control.

As the manufacture of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problem you may have within there terms of warranty as quickly as possible.

SPECIAL DISCOUNT PROGRAMS

Seating:

For orders of 10 or more chairs, Mayline will extend an additional 10% discount over the dealer's standard discount.

WHITE GLOVE DELIVERY & ASSEMBLY SERVICE



LOOK FOR THIS SYMBOL THROUGHOUT THE PRICE LIST FOR PRODUCTS THAT APPLY!

The Mayline Group **Delivery and Assembly Service** now includes the product lines listed below. Your entire order will be delivered to the destination of your choice, fully assembled, and all packaging associated with the product will be removed for a charge of 10% of list. **Seating is charged on a per chair basis.** Minimum charge is \$200 (\$100 for Seating).

Product Lines Included:

- REAL Office (all lines including AVA)
 - Talon
 - CSII
 - VariTask (all lines)
 - Plan Files (all lines)
 - Meeting & Training Tables
 - Small Office/Home Office (all lines)
 - Mailflow Systems
 - Mailflow-To-Go
 - Seating (\$100 minimum) (AVA Seating included)
- | | |
|---------------------|---------|
| 1-9 qty | \$35/ea |
| 10-24 qty | \$30/ea |
| 25-49 qty | \$25/ea |
| 50+ qty | \$20 ea |

White Glove Delivery & Assembly Service Includes:

- Product inspection prior to delivery
- Delivery by a uniformed two-person crew to virtually any zip code within the 48 contiguous states. Canada (bordering provinces of the US and within 100 miles of major metropolitan areas), Alaska and Hawaii **by quote only.**
- Complete product assembly and placement
- Removal of all packaging from premises
- Standard freight policy still applies

Additional Charges May Apply:

- \$200 surcharge for zip codes in remote locations (*contact Customer Service for details*)
- \$25 charge for each flight of stairs over two flights (*12 steps per flight*)
- \$100 charge for specific delivery appointment times (*4 hour appointment window is standard*)
- \$50 charge for refusal prior to delivery
- Refusals will be charged the normal delivery rate
- Storage charges after 15 days will be billed at \$20 per piece for every 15 days

Assembly Service Information:

- Delivery and installation within 3 weeks after receipt of order
- Upon receipt of product at installer's site, the customer will receive a call within 5 business days to schedule installation
- Most installers are closed Mondays but are open Tuesday through Saturday for your convenience
- **Wall Mounting is not available nor provided by the installation company**
- PODs are available within 48 hours after installation of product.

*** Contact Customer Service at 800-822-8037 ext. 222 (Elena Brunner) or ext. 204 (Michelle Wright) or visit the Online Resource Center on our homepage at www.mayline.com.**

LIMITED LIFETIME WARRANTY – Effective July 1, 2009

The Mayline Group promises to repair or replace any Mayline Group (*includes Mayline Company, Tiffany Industries, and Kwik-File*) brand product or component manufactured after 1/1/2000, that is defective in material or workmanship for as long as the original purchaser owns it. This is the sole and exclusive remedy. This warranty is subject to limitations, exclusions and other provisions detailed below.

Limitations involving materials and components:

The materials and components listed below are covered according to the following schedule from the date of sale:

- Ten Years:** Electrical components, seating controls, seating pneumatic cylinders, wood seating components.
- Five Years:** Fabric and leather seating upholstery, seating foam, seating armrests, and veneer finishes.

Exclusions:

This warranty does not apply to:

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under Mayline Group's Freight Damage policy.
- Modifications or attachments to the product that are not approved by Mayline Group.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating Usage:

Normal commercial usage for seating is to be defined as the equivalent of a single shift within a 40-hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner (*excluding Model 2424AG which is warranted for multiple shifts*).

Note: Some natural variations occurring in wood or leather materials are inherent in their character, and cannot be avoided. Mayline Group does not warrant the color-fastness or matching of colors, grains, or textures of such materials.

TO THE EXTENT ALLOWED BY LAW, THE MAYLINE GROUP MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MAYLINE GROUP WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.





Product Warranty

Don Smith & Associates, Inc. warrants to original purchaser, that each Express Office Furniture product will be free from defects in workmanship given normal use and care for five (5) years of single shift service. All aspects of the product are covered by this warranty.

Don Smith & Associates, Inc. will inspect/repair or replace at our option any part or parts of the warranted product found to be defective within the terms of the warranty. You must notify your authorized Express Office Furniture dealer/distributor and provide proof of purchase. This warranty is limited to repair or replacement of the Express Office Furniture product.

LIMITED LIFETIME WARRANTY

The HON Company promises to repair or replace any HON Brand product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This is your sole and exclusive remedy. This warranty is subject to the limitations, exclusions and other provisions below. It applies to product manufactured after July 1, 2007.

Limitations involving particular product lines, materials and components:

The particular product lines, materials and components listed below are covered according to the following schedule from the date of sale:

Twelve Years	Wood seating and electrical components (lamps and ballasts are not covered).
Ten Years	Laminates, seating controls, all components of Accomplish™ Series (including chair desks, student desks, student chairs and student desk accessories), Proficiency™, and all components of Cafeteria Tables.
Five Years	Glides, casters and polymer-based components, stacking chairs, folding chairs, ETA storage cabinets, user-adjustable worksurface mechanisms, panel and seating upholstery fabrics, foam, veneer finishes and other covering materials, track file track and rollers, projection screens and projection screen accessories.

Note: Pneumatic cylinders on seating have been removed from the **Limitations involving materials and components** section and are now included under The HON Limited Lifetime Warranty.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by The HON Company.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating usage

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner (except for models 7604, 7624, 7734, 7754 and 3500 Series Intensive Use chairs, which are warranted for multiple shifts).

Versant™ Tandem Seating models are warranted for multiple shifts and carry a 350 pound rating (350 pounds per seat for models with more than one seat). Versant™ Bariatric models HCB50 and HR50, are warranted with a 500 pound rating.

A word about color variations, fabrics and finishes:

Some natural variations occurring in wood, leather or other natural materials are inherent to their character, and cannot be avoided. Therefore they are not considered defects. The HON Company does not warrant the color-fastness or matching of colors, grains or textures of such materials. Customer's Own Materials (COM) selected by and used at the request of a user are not warranted.

TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS 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.

Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

To obtain service under this warranty:

Your HON Dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service.

1. Contact the Dealer from whom the product was purchased within 30 days of discovery of the defect. Be prepared to affirm you are the original purchaser of the product and to provide the serial number(s) from the product in question.
2. Your Dealer will gather all pertinent information regarding the claim, inspect the product and contact a HON Company customer service representative. (Please allow a reasonable amount of time for inspection and review.)
3. If The HON Company affirms that the product in question is eligible under the conditions of the warranty as stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs or replace the product.

Exhibit "A"

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Sheppard's Business Interiors, hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion Office Furniture By Group, Phase Three; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Bid prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the purchase, delivery and installation of office furniture in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance.
- D. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid (Exhibit B). Such invoices shall be submitted to:

Purchasing Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- E. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

II. DUTIES OF COUNTY:

In return for full, faithful and diligent rendering of services set forth above, County agrees to pay to Vendor the amount specified in Vendor's bid upon submission of the required invoice and satisfactory completion of all required work.

III. BREACH:

Should Vendor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Vendor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice. The County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

IV. SAVINGS CLAUSE:

This Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and Vendor hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the County and Vendor shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

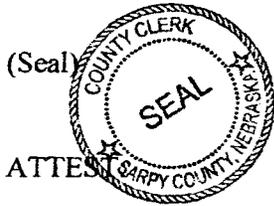
V. SCOPE OF AGREEMENT

This Agreement, along with the Bid Specifications, and Bid by Vendor contain the entire Agreement between the County and Vendor, and there are no other written or oral promises, contracts or warrants which may affect it. This Agreement cannot be amended except by written agreement of both the County and Vendor. Notice to the County and Vendor shall be given in writing to the agents for each party named below:

County: Ms. Debra Houghtaling
Clerk of Sarpy County
1210 Golden Gate Drive
Papillion, NE 68046

Vendor: Sheppard's Business Interiors
725 S. 7 Street
Omaha, NE 68114

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 22nd day of September, 2009.



COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

Debra Houghtaling
Debra Houghtaling
Sarpy County Clerk

Joni Jones 9/22/09
Joni Jones, Chairman
Sarpy County Board Of Commissioners

Approved as to form and content:

Michael D. ...
Deputy County Attorney

Vendor: Sheppard's Business Interiors

By: M. D. ...
Title: Account Manager

Attest:

Witness

Sarpy County Purchasing Department

SARPY COUNTY COURTHOUSE
1210 GOLDEN GATE DRIVE
SUITE 1129
PAPILLION, NE 68046-2845
FAX (402) 593-4304



Brian E. Hanson, Purchasing Agent
(402) 593-2349
Debby Peoples, Assistant Purchasing Agent
(402) 593-4164
Beth Cunard, Purchaser/Contract Specialist
(402) 593-4476
Lois Spethman, Supply Clerk/Purchaser
(402) 593-2102

MEMO

TO: Sarpy County Board

FROM: Lois A Spethman, Purchaser

RE: Award Bid for Sarpy County Office Furniture By Group Phase Three

On September 10, 2009, the Purchasing Department opened five bids for the purchase of Sarpy County Office Furniture By Group Phase Three. There are five different groups of furniture to be awarded individually. One No Bid was received from Office Interiors and Design.

The Purchasing Department recommends that the Vendors listed below be awarded the bids. They are the lowest bidders in each Group, bid tab attached:

GROUP	VENDOR	AWARD AMOUNT
A - Custom Built Tables	Pay-Less Office Products, Inc.	\$9,264.00
B - Bergco	Shepards Business Interiors, Inc.	\$17,365.68
C - Express Seating	Pay-Less Office Products, Inc.	\$1,580.00
D - Florense Office Furniture	Pay-Less Office Products, Inc.	\$3,286.00
E - HON Furniture	Pay-Less Office Products, Inc.	\$3,320.00

The grand total of all the furniture awarded is \$34,815.68.

If you have any questions, please feel free to call me at 593-2102.

September 18, 2009


Lois Spethman

Attachments

cc: Mark Wayne
Deb Houghtaling
Brian Hanson

Vendor: Sheppard's Business Interiors

**Sarpy County, Nebraska
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three
Bid Form**

****SEE ATTACHED BID SHEET FOR SPECIFIED ITEMS**

***Prices are to be F.O.B. - 1210 Golden Gate Drive, Papillion, NE 68046**

Company Information:

Years in business:

54 years

of employees

65

Total sales last 3 years

*We are privately owned
and don't publicly disclose
sales information.

References:

- A. 1. Company Name
2. Date of Purchase
3. # Purchased
4. Contact Name
5. Contact Phone #

*Please see attached

- B. 1. Company Name
2. Date of Purchase
3. # Purchased
4. Contact Name
5. Contact Phone #

- C. 1. Company Name
2. Date of Purchase
3. # Purchased
4. Contact Name
5. Contact Phone #

I certify that this bid is submitted in accordance with the specifications issued by Sarpy County.

References

Salvation Army

Lisa Neu, Building Manager – 402-898-5857

Nebraska Spine Center

Sue Carlson, Director of Operations – 402-496-0404

Millard Public Schools

Liz Fiala, Purchasing Manager – 402-715-1361

American Lung Association

Kevin Bonney, Executive Director - 572-3030

Vendor: Sheppard's Business Interiors

I acknowledge receipt of the following addendums (if applicable):

Addendum #1 _____

Addendum #2 _____

**Requested Attachments: Warranty Information
 Product Brochures**

Sheppard's Business Interiors
Company Name

Melissa Hegarty
Company Representative (Please print)

Melissa Hegarty
Authorized Signature

402-343-2470
Telephone Number

725 S. 72nd St.
Address

402-393-0113
Fax Number

Omaha, NE 68114
City, State & Zip

402-305-6462
Cell Number

MHegarty@SBI-Omaha.com
E-Mail Address

*** NOTE : Sarpy County is tax exempt and will provide the proper form upon request.**

**CUSTOM BUILT COUNSEL TABLES
Sарy County Courthouse Expansion
Office Furniture By Group, Phase Three**

GROUP "A"

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	Custom Table, 96"L x 36"W x 29"h (measurements must be exactly as specified on diagram design attached) , laminate, Maple finish - <i>Sample of stained wood will be furnished to the successful bidder.</i>	8		
	TOTAL			

Manufacturer Name: NO BID!

Contact Name: _____

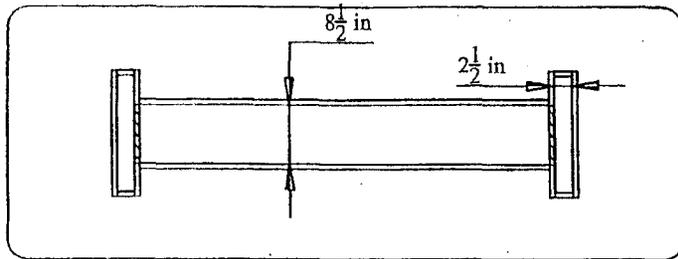
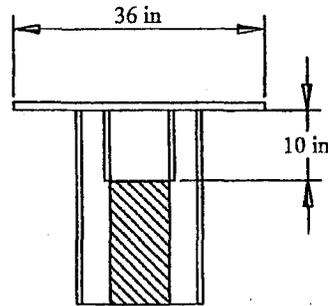
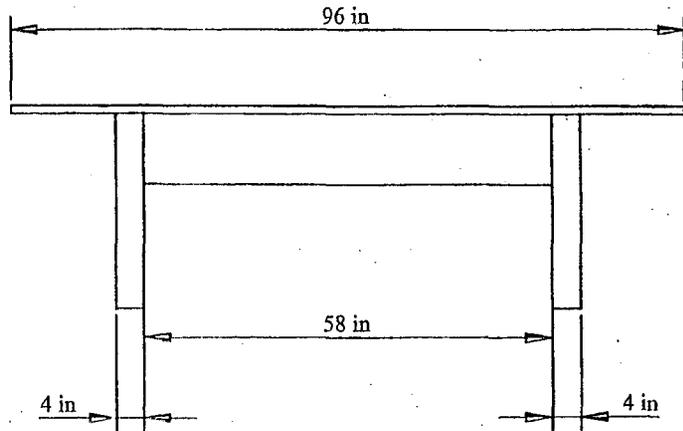
Address: _____

Telephone Number: _____

Delivery and Installation date: _____

VENDOR: _____

Height - 29"



Interior wire access panels
on legs, hollow legs.

**EXPRESS SEATING OFFICE FURNITURE
Saryp County Courthouse Expansion
Office Furniture By Group, Phase Three**

GROUP "B"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
BERGCO JURY CHAIR #ROA180	Jury Managerial Chairs	40	\$358.80	\$14,352.00
	Swivel chair w/memory return			
	Seat width: 21" Clear", depth 19"			
	Back height: 20" from seat to top of back			
	Jury Base, Black - Floor Mounted/No Slope			
	Fixed height			
	Loop arms			
	No tilt			
	Fabric-heavy duty - must have no less than 100,000 Double rubs with Scotchgard. (Color to be selected later)			
BERGCO JURY CHAIR #ROA180-B	Jury Big & Tall Managerial Chair - STYLE MUST MATCH ABOVE JURY CHAIR (DEMO may be requested)	8	\$376.71	\$3,013.68
	Swivel return			
	Approximate seat size: width 24", depth 21"			
	Back height: 20" from seat to top of back			
	Jury Base, Black - Floor Mounted/No Slope			
	Fixed height			
	Loop arms			
	No tilt			
	Fabric-heavy duty - must have no less than 100,000 Double rubs with Scotchgard. (Color to be selected later)			
TOTAL				\$17,365.68

Delivery and Installation date: Approx 4 weeks

VENDOR: Bergco (SBI)

BERGCO SEATING INC

12 YEAR WARRANTY

Bergco warrants to the original purchaser that the frame of each piece of Bergco furniture will be free from defects in workmanship given normal use and care for 12 YEARS of service. Textile and decorative trim are not covered by this warranty, only by the Textile Co.

This warranty is extended to the original purchasers acquiring products manufactured and sold in North America either through a authorized agent of Bergco through direct sales from the manufacture or through a authorized dealer

Bergco will repair or replace any part or parts of the warranted product found to be defective within the terms of the warranty. You must notify your authorized Bergco dealer and provide proof of purchase.

All Bergco product is provided with solid hardwood inner frame construction, double doweled and glued. Seat and Back foam is a HR rated cal-133 foam recommended for hospitals and other office Environments.

Bergco's warranty is only valid if the products are given normal and proper use. Bergco assumes no responsibility for repairs to product sustaining damage resulting from user modifications, attachments to a product, misuse, abuse, alteration or negligent use of our products.

This warranty does not cover:

- Damage caused by a carrier or freight charges to replace any broken frames.
- COM (Customer's Own Material) specified by the customer that is not a standard product offering.
- Color, grain or texture of wood, laminate and other covering materials due to natural variations over which Bergco has no control.

As the manufacture of your furniture, we stand behind our craftsmanship and pledge to do everything we can to resolve any problem you may have within these terms of warranty as quickly as possible.

EXPRESS SEATING OFFICE FURNITURE
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three

GROUP "C"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	MANUFACTURER: EXPRESS SEATING			
ISULEXBLK	Mayline Executive Chairs, Leather, Black (Co. Judge's Chambers & Court Room)	2	\$388.69	\$777.38
GO-104ROMA	Guest Chairs, Cherry, Taupe Crepe Fabric (Co. Judge's Chambers)	4	\$207.01	\$828.04
	TOTAL			\$1,605.42

Delivery and Installation date: Approx 4 weeks

VENDOR: Mayline & Don Smith Express (SBI)

THE MAYLINE GROUP Limited Lifetime Warranty

Effective October 1, 2006

The Mayline Group promises to repair or replace any Mayline Group (includes Mayline Company, Tiffany Industries, and Kwik-File) brand product or component manufactured after 1/1/2000, that is defective in material or workmanship for as long as the original purchaser owns it. This is the sole and exclusive remedy. This warranty is subject to limitations, exclusions and other provisions detailed below.

Limitations involving materials and components:

The materials and components listed below are covered according to the following schedule from the date of sale:

Ten Years: Electrical components, seating controls, seating pneumatic cylinders, wood seating components.

Five Years: Fabric and leather seating upholstery, seating foam, seating armrests, and veneer finishes.

Exclusions:

This warranty does not apply to:

- Normal wear and tear, which is to be expected over the course of ownership.
- Damage caused by the carrier in-transit, which will be handled under Mayline Group's Freight Damage policy.
- Modifications or attachments to the product that are not approved by Mayline Group.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.

Seating Usage:

Normal commercial usage for seating is to be defined as the equivalent of a single shift within a 40-hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a pro-rata manner. (excluding Model 2424AG which is warranted for multiple shifts)

Note: Some natural variations occurring in wood or leather materials are inherent in their character, and cannot be avoided. Mayline Group does not warrant the color-fastness or matching of colors, grains, or textures of such materials.

TO THE EXTENT ALLOWED BY LAW, THE MAYLINE GROUP MAKES NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED. THE MAYLINE GROUP WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

FLORENSE OFFICE FURNITURE
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three

GROUP "D"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	MANUFACTURER: FLORENSE			
FWR01-C	Florense Straight-Top Desk Shell, 36" x 72", Cherry (Co. Judge's Chambers)	1		\$475.22
FWR70-C	Florense Bridge, 24" X 48", Cherry (Co. Judge's Chambers)	1		\$228.91
FWR143-C	Florense Credenza Shell, 24" x 72", Cherry (Co. Judge's Chambers)	1		\$401.54
FW76-C	Florense Box/Box/File Ped., 27"d, Cherry (Co. Judge's Chambers)	1		\$359.43
FW79-C	Florense File/File Ped., 22"d, Cherry (Co. Judge's Chambers)	1		\$325.75
FWR244-C	Florense Hutch w/o Doors, Cherry (Co. Judge's Chambers)	1		\$437.33
FWR146-C	Florense Hutch Doors, Cherry (Co. Judge's Chambers)	1		\$178.38
FW15-C	Florense Center Drawer, Cherry (Co. Judge's Chambers)	1		\$104.69
FW327-C	Florense 42" Table Top, Cherry (Co. Judge's Chambers)	1		\$323.64
FW555-C	Florense X-Table Base, Cherry (Co. Judge's Chambers)	1		*included
FWR122-C	Florense 2-Drw Lateral File, 36" x 20", Cherry (Co. Judge's Chambers)	1		\$641.54
	TOTAL			\$3476.43

Delivery and Installation date: Approx 3-4 weeks

VENDOR: Don Smith Florense (SBI)



Product Warranty

Don Smith & Associates, Inc. warrants to original purchaser, that each Express Office Furniture product will be free from defects in workmanship given normal use and care for five (5) years of single shift service. All aspects of the product are covered by this warranty.

Don Smith & Associates, Inc. will inspect/repair or replace at our option any part or parts of the warranted product found to be defective within the terms of the warranty. You must notify your authorized Express Office Furniture dealer/distributor and provide proof of purchase. This warranty is limited to repair or replacement of the Express Office Furniture product.

HON OFFICE FURNITURE
Sarpy County Courthouse Expansion
Office Furniture By Group, Phase Three

GROUP "E"

NO ALTERNATIVE ACCEPTED

Product Number	Furniture/Equipment Description	QTY	Cost Per Unit	Extended Price
	MANUFACTURER: HON			
HON 3516BW90T	HON 24 Hour Guest Chair w/ Arms, Sled Base, Curfew, Navy (Witness & Court Security Chairs)	8		
HON 5902BW90T	HON Steno Chair w/o Arms, Curfew, Navy	4		
HON 4002BW90T	HON Council Managerial Chairs, Curfew, Navy (Courtroom & Jury Room)	8		
	TOTAL			

Delivery and Installation date: NO BID

VENDOR: _____

AGREEMENT

This Agreement is entered into by and between the County of Sarpy, in the State of Nebraska, a body politic and corporate, and herein after "County", and Sheppard's Business Interiors hereinafter "Vendor".

WHEREAS, County is desirous of contracting for Sarpy County Courthouse Expansion Office Furniture By Group, Phase Three; and,

WHEREAS, the Vendor has been awarded this Agreement as a result of the bid made by Vendor in response to the Specifications and Request for Bid prepared by County;

NOW, THEREFORE, for and in consideration of the declarations and mutual promises and covenants contained herein, the County and Vendor agree as follows:

I. DUTIES OF VENDOR:

- A. Services to be rendered by Vendor under this Agreement shall be all those services necessary and proper for the purchase, delivery and installation of office furniture in conformity with each and every term, condition, specification, and requirement of the Bid Specifications and the Bid submitted by the Vendor.
- B. All provisions of each document and item referred to in Paragraph A above shall be strictly complied with the same as if rewritten herein, and in the event of conflict among the provisions of said documents, the provisions most favorable to the County shall govern.
- C. Prior to the commencement of any work, Vendor will place on file with the Sarpy County Clerk, the required certificates of insurance.
- D. Vendor will submit an invoice to County for work completed based on the amounts specified in Vendor's bid (Exhibit B). Such invoices shall be submitted to:

Purchasing Department
Sarpy County Courthouse
1210 Golden Gate Drive
Papillion, NE 68046

- E. The County and Vendor hereto specifically acknowledge, stipulate and agree that each and every term of the Bid Specifications and the Vendor's bid constitutes an essential term of this Agreement, and that, therefore, any violation of any term, condition, provision, or requirement constitutes a material breach hereunder, for which County shall have every right under the law to terminate this Agreement, and obtain any and all relief necessary.

IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this _____ day of _____, 2009.

(Seal)

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

ATTEST:

Debra Houghtaling
Sarpy County Clerk

Joni Jones, Chairman
Sarpy County Board Of Commissioners

Approved as to form and content:

Deputy County Attorney

Vendor: _____

By: _____

Title: _____

Attest:

Witness
