



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

? 604 N. Main, Suite F ?Wichita, KS 67203?Telephone (316) 383-7494 ?Fax (316) 383-7055 ??

NOTIFICATION OF SOLICITATION

REQUEST FOR PROPOSAL

02-0062

ERGONOMIC CHAIR STANDARDS

July 30, 2002

ATTN: VENDOR

Sedgwick County, Kansas (hereinafter referred to as *County*) desires to select a vendor(s) to provide ergonomic chair(s) for the enhancement of the current chair standards. To facilitate the selection of the best chairs, a selection committee prior to the procurement of any chair will conduct a thorough evaluation of chairs.

Should you elect to participate in this selection process, commensurate with the specifications, conditions, and instructions as contained in this document, complete and sign three (3) copies of the attached RESPONSE FORM, and return in a sealed envelope to the Sedgwick County Purchasing Department, 604 N. Main, Ste F, on or before 1:45 p.m., CDT, Tuesday, August 13, 2002. Late or incomplete responses will not be accepted and will not receive consideration for final award. Responses to this document must be devoid of any product pricing information. Vendors responding affirmatively will then have an additional three (3) weeks (by September 3, 2002) to provide sample chairs(s) which will be evaluated for a minimum of 7-14 days.

If you have any questions regarding this document please contact Kandace Johnson, Senior Purchasing Agent at (316) 383-7495.

Kandace Johnson, CPPB
Senior Purchasing Agent

BACKGROUND

Sedgwick County has over 2000 employees, it is estimated that 80-300 chairs per year have been purchased during the last 3 years. Funding is dependent upon annual budget approval for specific remodeling, new construction or routine replacement projects. No guarantee can be made, therefore, as to the specific number of chairs, which might be purchased each year.

Chairs could be used continuously for 8 hours up to 24-hours a day, 7-days a week, 365-days per year. Some common problems faced with current chairs include: break-down of the lock/tilt mechanism, armrest housing, and pneumatic controls, general instability, and dampness due to continuous use leading to odor retention.

All types of chairs will be evaluated, however, Sedgwick County desires to specifically broaden their standards on high-back executive chairs, and side (guest) chairs.

OBJECTIVE

Broadly stated, the County desires to select:

- ? ergonomically engineered/designed chairs to provide maximum anatomical support;
- ? comfortable chairs to ensure a pleasurable work session for the task intensive job requirements;
- ? chairs constructed to withstand up to a 24-hour/7-day usage by persons with varying physical dimensions,
- ? chairs which will be easy to maintain; and,
- ? chairs to be designated as standards for use within the County.

PRODUCT TESTING

As stated, the County desires to complete a evaluation of available chairs before recommending chair for award. Interested vendors must submit chairs (more than one (1) chair may be submitted for consideration) for review within the following parameters:

- ? submit only chair(s) that have not been approved as County standard previously, list of County standards is provided,
- ? delivered to Sedgwick County, location to be determined,
- ? submitted for evaluation NOT LATER THAN Tuesday, September 3rd, 2002, 4:00 p.m. and contact Ms. Kandace Johnson @ (316) 383-7495 prior to delivery, for a minimum period of 7-14 calendar days,
- ? provided at no charge to the County, and
- ? marked/tagged with proposer name and address, manufacturer name and model number, and quadrant(s) the chair(s) fits.

Chairs will be evaluated by the aforementioned committee during the 7-14 day period and rated

on objective criteria as listed below

- ? ERGONOMIC FEATURES
- ? PERCEIVED DURABILITY
- ? ADJUSTABILITY
- ? CONSOLE FIT
- ? PERSONAL FIT
- ? INDIVIDUAL USE FEATURES
- ? OVERALL COMFORT

DESCRIPTIONS

As noted, Sedgwick County employs 2,000 individuals with varying bodily dimensions. The County has determined the following chair types are required:

CHAIR TYPE	CHAIR USAGE	HEIGHT	WEIGHT
Standard	Task	4'9" to 6'4"	100 to 250 lbs.
	Side		
	Executive		
Big	Task	5'3" to 6'9"	more than 250 lbs
	Executive		

QUADRANTS

Each chair must be tagged as to which quadrant(s) manufacturer designed it to fit, following the table below:

Quadrant P		Quadrant Q	
Height	62" – 78"	Height	62" – 78"
Weight	90 lb – 140 lb	Weight	140 lb – 230 lb
Quadrant R		Quadrant S	
Height	49" – 62"	Height	49" – 62"
Weight	90 lb – 140 lb	Weight	140 lb – 230 lb
Quadrant T		Quadrant U	
Height	62" – 78"	Height	49" – 62"
Weight	>230 lb	Weight	>230 lb

SPECIFICATIONS

Chair(s) submitted for evaluation purposes and ultimately proposed must meet the following minimum specifications. Proposers must submit test data, specifications, brochures, and supporting data with the chair(s) submitted for evaluation. Proposers/Chairs shall:

1. be designed with ergonomic concerns addressed and meet ANSI HFS-100 standards. Manufactures certification shall be required:

2. be covered with a high-grade, permeable fabric (either wool, cotton, or combination of similar fabrics);
 - 2a. Upholstery and filling material must meet and/or exceed California 117, Federal Test Method 191.5903.2, and USDC Commercial Standard 191-53
 - 2b. “Scotch-guarded” fabric for stain protection
3. have an adjustable lumbar support;
4. have adjustable height and width, soft pliable arm rests;
5. be pneumatic height adjustable;
6. be “seat angle” adjustable and/or have a “waterfall” front seat;
7. have a minimum five-point/star base with a minimum outside diameter of 24 inches
 - 7a. Chairs shall have durable casters
8. have a minimum 3-year structural warranty (per use intended), 1-year fabric warranty, and 1 year warranty on gas cylinders, casters, polymer-based components and any metal parts and components (per use intended); and,
 - 8a. Please state variations from these in your response
9. understand that the successful proposer(s) must provide loaner chairs if repairs are necessary during the warranty period, and
10. submit information from the manufacturer indicating for whom, based on anthropometrical measurements, each particular chair submitted was designed. Then, based on the measurements in each quadrant (P,Q,R,S,T, and U), assign each chair to the appropriate quadrant(s).

CURRENT APPROVED STANDARDS

The following chairs have been evaluated and approved as County standard. These chairs should not be brought in for evaluation again, however, vendors who desire to propose pricing for these chairs must resubmit specifications for each chair.

CHAIR TYPE	MFG.	MODEL
Standard Task	Bodybilt	J757X
Standard Task	Bodybilt	K2507
Big & Tall	Bodybilt	S2504
Standard Task	Eck Adams	4443/4459
Standard Task	Global	Malaga 3140-3
Standard Task	Global	Granada 3212TD
Executive	Global	Stetson 8690-19
Executive	Global	Obusforme 4430
Standard Task	Haworth	Improv M241-1G42
Executive	Haworth	Tuscany 5120-32
Side	Haworth	Improv M600-2100 257

Side	Haworth	Improv M600-2210 272
Side	Haworth	Florense 8181-00
Standard Task	Herman Miller	Ambi AM122AAS—HWU6--
Standard Task	Herman Miller	Ergon III Size B EE122ABAJ—BCU6--
Standard Task	Herman Miller	Ergon III Size C EE122ACAJ—BCU6--
Standard Task	Hon	7803
Executive	Hon	5403
Executive	Hon	5401
Executive	Hon	2091
Standard Task	Krueger Inc.	Pieretti P2TP—RAFLA
Standard Task	Miller	Reaction RE-30A
Side	Paoli	Sonnet 1045
Side	Patrician	Barrow 24101
Standard Task	Sitmatic	063STXL+1A
Standard Task	Sitmatic	073STXL+1A
Standard Task	Sitmatic	381SL+1A
Standard Task	Sitmatic	391SL+1A
Side	Sitmatic	Beta 062
Side	Sitmatic	Aria 902
Standard Task	Steelcase	Criterion 453-5331DP
Standard Task	Steelcase	Sensor 458-1436W
Standard Task	Steelcase	Turnstone TS38005
Standard Task	Steelcase	Turnstone TS38003
Standard Task	Steelcase	Drive 461-1411
Big & Tall	Steelcase	Criterion Plus 453-9331BW
Side	Triad	T40
Side	Triad	T18F
Side	Triad	T43
Executive	Via	673

SELECTION CRITERIA

The selection process will be based on the responses to Request For Proposal 02-0062 and the evaluation of the sample chairs required herein. The potential exists for the County to select more than one brand of chair from more than one proposer. A committee comprised of members of the Risk Management, Facility Projects, and Purchasing Departments, will judge each response as determined by meeting the following criteria (in order of importance):

1. Meeting all Notification of Solicitation and Request for Proposal (future document) specifications, conditions, and mandatory requirements (if applicable) as outlined herein.
2. Proposing the chair(s), which is rated high during the evaluation process.
3. Proposing the chair(s) meeting and/or exceeding ANSI HFS-100 standards.
4. Proposing the chair(s) with the most advantageous cost to the County.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY COMPANY AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE OPENING OF RESPONSES TO THE NOTIFICATION OF SOLICITATION/REQUEST FOR PROPOSAL.

Sedgwick County, Kansas reserves the right to select the service/provider which best meets its required needs, budget constraints, quality levels, and administrative expectations.

CONTRACT PERIOD & PAYMENT TERMS

A contractual period shall begin approximately October 23, 2002, or immediately following Board of County Commissioners (BOCC) approval of the purchases. The successful vendor(s) will be expected to provide the selected chairs for a one (1) year term with options to renew for two (2) additional one (1) year terms at proposed pricing.

TIME LINE

PROCESS	ISSUE DATE	DUE DATE	EXPLANATION
Notification of Solicitation	July 30, 2002	August 13, 2002	Notify and determine interest of potential vendors
Product Evaluation	September 3, to September 17, 2002		Review available products to determine compatibility with needs
Request for Proposal	September 23, 2002	October 15, 2002	Provides complete information and guidelines for completion of the project to potential firms. Interested firms may propose services using the accompanying Response Form.
Proposal Reviews	October 15-17, 2002		Scheduled review and/or discussion of vendor responses to RFP
Award Recommendation***	October 2002		
BoCC Meeting***	October 2002		BoCC consideration of recommended proposals
LEGEND: ***The actual dates of these functions is subject to change			

PROPOSAL CONDITIONS

Vendors will understand that pricing offered in the proposal document will be provided to other local government entities with who Sedgwick County regularly enters in cooperative agreements. In submitting a response to this Request for Proposal, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered in to by governmental agencies, including nondiscriminating employment. Contracts entered into on the basis of submitted proposals are revocable if contrary to law.
2. Alternate proposals (two or more proposals submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such proposals with respect to requirements outlined herein.
3. The proposals submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the proposal specifications, conditions, and requirements will control.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. A vendor's initial offer should therefore be based on the most favorable terms available from a price and technical standpoint. The County may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such proposers, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.

6. **Prices proposed may not be withdrawn for a period of 120 days immediately following the opening of this Request for Proposal. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the proposal.**
7. **Proposers MUST return three (3) signed, completed copies of attached Response Form to Sedgwick County, Kansas, purchasing Department, Suite F, 604 North Main, Wichita, KS 67203-3672, on or before 1:45 p.m. on the proposal due date. The time of receipt will be determined by the time clock stamp in the Purchasing Department.**
8. **Envelopes containing Response Forms must be sealed and marked on the lower left-hand corner with the firm name and address proposal number, proposal opening date, and proposal opening time.**
9. Sedgwick County interprets the term "lowest responsible bidder/proposer" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the proposal, and (b) determine which proposal is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which proposals are received. Sedgwick County can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective proposers.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist Sedgwick County in analyzing your proposal.
11. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After the award, if the successful proposer/supplier refuses or fails to make deliveries of the materials within the times specified in the Request for Proposal, purchase order or contractual agreement, Sedgwick County may, by written notice, terminate the contract OR purchase order. The successful proposer will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. 58-201, et seq., and any other lien, right or claim of any nature or kind whatsoever.
13. The supplier will hold and save Sedgwick County, Kansas, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
14. Payment of the seller's invoices is subject to adjustment for any shortage, or for the rejection of any item or items.
15. The Proposer agrees to comply with K.S.A. 44-1030, which reads as follows: "The Proposer hereby agrees that":
 - a. He or she will observe the provision of the Kansas Act Against Discrimination and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
 - b. in all solicitations or advertisements for employees, he or she will include the, 'Equal Opportunity Employer', or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. if he or she fails to comply with the manner in which he reports to the Kansas Commission on Human Rights, he will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. if he or she is found guilty of a violation of the Kansas Act Against Discrimination under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
16. Sedgwick County will retain the right to reject any and/or all proposals received, and responses to these and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County. It will further be understood that the Proposer's sureties and insurers are subject to the County.
17. The vendor responding to this proposal proposes to furnish all materials labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein accordance with the Notification of Solicitation (if applicable), Request for Information (if applicable), Request for Proposal, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
18. If a response to this Request for Proposal is accepted, the Proposer agrees to execute and deliver to the County a contract in accordance with the Contract Document (if applicable) within ten days of notice of the award to the Proposer. The Proposer agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the Proposer fails to execute

and deliver such contract within the specified time. In the further event of such failure, the Proposer will be liable for the County's actual damages that exceed the amount of the surety.

19. It will be understood that time is of the essence in the Proposer's performance. The Proposer agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Proposer defaults in the performance of the Contract Documents, the Proposer will be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
20. The Proposer hereby certifies that he or she has carefully examined all of the document for the project, has carefully and thoroughly reviewed this Request for Proposal, that he or she has inspected the location of the project (if applicable), and understand the nature and scope of the work to be done; and that this proposal is based upon the terms, specifications, requirements, and conditions of the Request for Proposal and documents. The Proposer further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
21. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document will be Year 2000 compliant with existing County hardware, software, and applications where applicable. Verification must be provided in the response to this document.
22. The Proposer certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Proposers, so that all proposals for the project will result from free, open and competitive proposing among all vendors.
23. It will be understood that any proposal and any/all referencing information submitted in response to this Request for Proposal will become the property of Sedgwick County, and will not be returned. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
24. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/ purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
25. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Proposals must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for proposals which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a proposal response via a facsimile does NOT relieve the proposer of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of proposal sureties (bonds, certificates of insurance, etc.)
26. By submission of a response, the Proposer agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Proposers will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.
27. Purchase contracts entered into as a result of this document are subject to the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.
28. Unless specified otherwise, all items/services proposed are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
29. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Kansas. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications/requirements, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
30. The Proposer must provide Sedgwick County with a toll-free telephone number, OR accept collect calls. FAX numbers should also be provided if available. Additional information may be obtained from Iris Baker, Sedgwick County, Kansas, Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703 (316) 383-7494.

**ERGONOMIC CHAIRS
NOTIFICATION OF SOLICITATION
PROPOSER RESPONSE FORM
02-0062**

To assist Sedgwick County in determining interest and obtaining excellent competition, please check (v) all statements that apply and return RESPONSE FORM and chair specifications by 1:45 p.m. CDT, Tuesday, August 13, 2002. Attention: Kandace Johnson, Sedgwick County Purchasing Department; 604 N. Main, Suite F, Wichita, KS 67203.

FIRM NAME _____

CONTACT _____ DATE _____

SIGNATURE _____ TITLE _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAXPAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

GENERAL NATURE OF BUSINESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

REMANUFACTURING PLANT LOCATION _____

Type or Organization (check all which apply):

____ Sole Proprietorship ____ Partnership ____ Incorporated ____ Corporation

____ MINORITY BUS ENT ____ WOMAN-OWNED BUS ENT ____ SMALL BUS ENT

____ MANUFACTURER ____ DISTRIBUTOR ____ RETAIL ____ DEALER ____ SERVICE

WE ACKNOWLEDGE RECEIPT OF THESE ADDENDA: NO. _____, DATED _____;
NO. _____, DATED _____

_____ YES, we wish to participate and agree to abide by ALL specifications, mandatory requirements, miscellaneous instructions, and conditions. We further realize that failure to comply will result in non-consideration of our proposal. We will submit chair(s) for evaluation within the specifications, mandatory requirements, miscellaneous instructions, and conditions listed herein.

_____ No, we do NOT wish to participate in the selection process for the following reason(s):

COMMENTS:

