

# State of Nebraska - INVITATION TO BID

## ONE TIME PURCHASE

Return to:  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508

Telephone: 402-471-6500  
 Fax: 402-471-2089

Date	1/12/18	Page	1 of 3
Solicitation Number	5750 OF		
Opening Date and Time	02/09/18	2:00 PM	
Buyer	RENE BOTTS (AS)		

**DESTINATION OF GOODS**  
 GRAND ISLAND VETERANS HOME  
 2300 W CAPITAL AVE  
 GRAND ISLAND NE 68803-2097

Per Nebraska's Transparency in Government Procurement Act, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

*N/K* NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this ITB.

*N/K* I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

One Time Purchase to supply and deliver KELLEX BRAND FURNITURE OR EQUIVALENT to the State of Nebraska as per the attached specifications.

A response to this Solicitation is subject to, but not limited to, the Standard Terms and Conditions. PLEASE READ CAREFULLY!

This form is part of the specification package and must be signed and returned, along with all documents, by the opening date and time specified.

No facsimile or email solicitation responses will be accepted on bids \$25,000 and over.

(vc 1/9/18)

### INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	LOVESEAT KELLEX MFG. NO. HC09157-20 See Attachment 1, Item L13	6.0000	EA	1347.93	8,087.58
OR EQUIVALENT ITEM BID:					

### BIDDER MUST COMPLETE THE FOLLOWING

DISCOUNT PAYMENT TERMS: 0 % 30 DAYS

By signing this Invitation to Bid form, the bidder guarantees compliance with the provisions stated in this Invitation to Bid, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment. Vendor will furnish the items requested within \_\_\_\_\_ days after receipt of order. Failure to enter Delivery Date may cause quotation to be REJECTED.

Sign Here *William Webb*  
 (Authorized Signature MANDATORY - MUST BE SIGNED IN INK)

Enter Contact Information Below

VENDOR# \_\_\_\_\_  
 VENDOR: Furniture by William Webb  
 Address: 2130 Kings Rd.  
Carrollton, TX 75007

Contact William Webb  
 Telephone 214-483-3476  
 Facsimile 972-394-6429  
 Email furniturebywilliam@gmail.com

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	MAKE: <u>Kellex</u> MODEL: <u>HC09157-20</u>				
2	<b>LOVESEAT</b> KELLEX MFG. NO. HC09157-20 See Attachment 1, Item L14	6.0000	EA	<u>1,437.93</u>	<u>8,627.58</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09157-20</u>				
3	<b>LOVESEAT</b> KELLEX MFG. NO. HC09157-20 See Attachment 1, Item L15	6.0000	EA	<u>1,617.93</u>	<u>9,707.58</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09157-20</u>				
4	<b>ARMCHAIR</b> KELLEX MFG. NO. HC09117-05RS See Attachment 1, Item L16	6.0000	EA	<u>1,046.93</u>	<u>6,281.58</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09117-05RS</u>				
5	<b>ARMCHAIR</b> KELLEX MFG. NO. HC09117-05RS See Attachment 1, Item L17	6.0000	EA	<u>1,054.93</u>	<u>6,329.58</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09117-05RS</u>				
6	<b>ARMCHAIR</b> KELLEX MFG. NO. HC09117-05RS See Attachment 1, Item L18	6.0000	EA	<u>1,012.93</u>	<u>6,077.58</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09117-05RS</u>				
7	<b>BENCH</b> KELLEX MFG. NO. HC09282-15	6.0000	EA	<u>1,392.90</u>	<u>8,363.40</u>

**Furniture by William Webb**

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### INVITATION

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	See Attachment 1, Item L31				
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09282-15</u>				
8	<b>BENCH</b> KELLEX MFG. NO. HC09282-15 See Attachment 1, Item L39	3.0000	EA	<u>1,377.93</u>	<u>4,133.79</u>
	<b>Furniture by William Webb</b>				
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09282-15</u>				
9	<b>ARMCHAIR</b> KELLEX MFG. NO. HC09146-WA See Attachment 1, Item C7	36.0000	EA	<u>889.93</u>	<u>32,037.48</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09146-WA</u>				
10	<b>ARMCHAIR</b> KELLEX MFG. NO. HC09146-WA See Attachment 1, Item C8	36.0000	EA	<u>884.93</u>	<u>31,857.48</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09146-WA</u>				
11	<b>ARMCHAIR</b> KELLEX MFG. NO. HC09146-WA See Attachment 1, Item C9	36.0000	EA	<u>897.93</u>	<u>32,325.48</u>
	OR EQUIVALENT ITEM BID:				
	MAKE: <u>Kellex</u> MODEL: <u>HC09146-WA</u>				

*M. A. M.*

## INVITATION TO BID Number 5750-OF

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Invitation to Bid (ITB) for a commodity one time purchase contract, ITB Number 5750 OF for the purpose of selecting a qualified Bidder to provide **Kellex Brand Furniture or Equivalent**. Specifications can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar goods from other sources now or in the future.

### INFORMATION PERTINENT TO THIS INVITATION TO BID CAN BE FOUND ON THE INTERNET AT:

<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.02, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

In addition and in furtherance of the State's public records statute (Neb. Rev. Stat. § 84-712 et seq.) all bids or responses received regarding this ITB will be posted to the SPB website.

These postings will include the entire bid or response. Bidders must request that proprietary information be excluded from the posting. The Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The Bidder must submit a **detailed written document showing** that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID OR RESPONSE IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this ITB for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this ITB, specifically waives any copyright or other protection the contract, bid, or response to the ITB may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this ITB, and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the ITB being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the ITB agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the ITB, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, wholly or in part, or to award to multiple Bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Central Processing Unit (CPU):** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**CNVH:** Central Nebraska Veterans' Home

**Change Order:** Document that provides amendments to an executed purchase order.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract or awarded purchase order to furnish commodities or goods.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or goods provided by a Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/s (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the ITB, ITB (written solicitation) or contract are completed.

**Invalid Bid:** i.e., a fax or email response for a term contract.

**Invitation to Bid (ITB):** A written solicitation utilized for obtaining competitive offers.

**Late Bid:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** An order/command; mandatory.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and goods.

**NDVA:** Nebraska Department of Veterans' Affairs

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal bids.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the ITB, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and goods to be provided under the contract.

**Proposal:** See Bid.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and service no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to an ITB or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Bid Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Responsible Bidder:** A Bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A Bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Service:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when the contract expires or either party, pursuant to a power created by agreement or law puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third-Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product of service.

**Vendor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or goods under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by SPB when products or goods delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to SPB by the agency. The SPB shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** An order/command; mandatory.

**Work Day:** See Business Day.

**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The ITB is designed to solicit bids from qualified Bidders who will be responsible for providing Kellex Brand Furniture or Equivalent at a competitive and reasonable cost. A detailed description can be found in ATTACHMENT 1.

Bids shall conform to all instructions, conditions, and requirements included in the ITB. Prospective Bidders are expected to carefully examine all documents, schedules, and requirements in this ITB, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the ITB.

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this ITB reside with the SPB. The point of contact (POC) for the procurement is as follows:

Name: René A. Botts  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

**C. COMMUNICATION WITH STATE STAFF**

From the date the ITB is issued until the Intent to Award is issued communication from the Bidder is limited to communication with the State Purchasing Bureau (SPB). Only SPB is empowered to make binding statements regarding this ITB. SPB will issue any clarifications or opinions regarding this ITB in writing. Only SPB can modify the ITB, answer questions, render opinions, and only the SPB can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this ITB. After the intent to award is issued the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the SPB; and
3. Contact required for negotiation and execution of the final contract.

Violation of these conditions may be cause to reject a Bidder's bid and/or withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

**D. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Invitation To Bid	January 12, 2018
2.	Last day to submit written questions	January 29, 2018
3.	State responds to written questions through Invitation To Bid "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	January 31, 2018
4.	Bid opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 9, 2018 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	TBD
6.	Review period	TBD
7.	Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	TBD
8.	Purchase Order finalization period	TBD
9.	Purchase Order award	TBD

**E. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any ITB provision must be submitted in writing to the SPB and clearly marked "ITB Number 5750 OF; Kellex Brand Furniture or Equivalent Questions". SPB is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids will be evaluated without consideration of any known or unknown assumptions of a Bidder. The contract will not incorporate any known or unknown assumptions of a Bidder.

It is preferred that questions be sent via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

ITB Section Reference	ITB Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**F. RECYCLING (§ 81-15,159(d)(2))**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

**G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All Bidders must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**H. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a Bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity;
5. Collude with any person or entity to influence the bidding process, submit sham bids, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The Bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Bidder and their subcontractors.

**I. SPECIFICATIONS**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for reference and not intended to limit competition, but will be used as the standard by which equivalent material offered will be judged. The Materiel Administrator will be the sole judge of equivalency. The Bidder may offer any brands which meets or exceeds the specification. When a specific product is required, the ITB will so state. Any item bid is to be the latest current model under standard production at the time of order. No used or refurbished equipment will be accepted, unless otherwise stated.

**J. SAMPLES**

When requested, samples shall be furnished at the Bidder's expense prior to the opening of the bid, unless otherwise specified. Each sample must be labeled clearly and identify the Bidder's name, the ITB number and the item number.

Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the bid. The State reserves the right to request samples even though this may not have been set forth in the ITB. Samples not destroyed in testing will be returned at Bidder's expense, if requested, or will be donated to a public institution.

**K. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders in replying to this ITB, including any activity related to bidding on this ITB.

**L. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**M. PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the ITB is cancelled.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

**N. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the ITB (Sections II through VI) become a part of the terms and conditions of the contract resulting from this ITB. Any deviations from the ITB in Sections II through VI must be clearly defined by the Bidder in its bid and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the ITB, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this ITB, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this ITB. The State discourages deviations and reserves the right to reject proposed deviations.

**O. ALTERNATE/EQUIVALENT BIDS**

Bidder may offer bids which are at variance from the express specifications of the ITB. The State reserves the right to consider and accept such bids if, in the judgment of the Materiel Administrator, the bid will result in goods and/or services equivalent to or better than those which would be supplied in the original bid specifications. Bidders must indicate on the ITB the manufacturer's name, number and shall submit with their bid, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the bid will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**P. LUMP SUM OR 'ALL OR NONE' BIDS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a bid on an item-by-item basis. The term "all or none" means a conditional bid which requires the purchase of all items on which bids are offered and Bidder declines to accept award on individual items; a "lump sum" bid is one in which the Bidder offers a lower price than the sum of the individual bids if all items are purchased, but agrees to deliver individual items at the prices quoted.

**Q. BID REQUIREMENTS**

The bids will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Bids not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Commodity ITB form signed using an indelible method (electronic signatures are not acceptable);
2. Clarity and responsiveness of the bid;
3. Completed Sections II through VI;
4. Completed ITB Form;
5. Copy of manufacturer's warranty of furniture bid.

**R. FAILURE TO COMPLY WITH INVITATION TO BID**

Violation of the terms and conditions contained in this ITB or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; or,
6. Suspension of the Bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**S. SUBMISSION OF BIDS**

**ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER!**

Only one (1) original bid shall be submitted. Each bid should be in a separate envelope or container. Bid responses should include the completed Form A, "Bidder Contact Sheet". Bids must reference the ITB number and be sent to the specified address. Please note that the address label should appear as specified in Section II, Part A on the face of each container or Bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The ITB number must be included in all correspondence.

Emphasis should be concentrated on conformance to the ITB instructions, responsiveness to requirements, completeness, and clarity of content. If the Bidder's bid is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the bid as non-conforming.

Sealed bids must be received in the State Purchasing Bureau by the date and time of the bid opening per the Schedule of Events. No late bids will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://das.nebraska.gov/materiel/purchasing.html>

By signing the "ITB" form, the Bidder guarantees compliance with the provisions stated in this ITB.

**T. EMAIL SUBMISSIONS**

The SPB will not accept bids by email except for one-time purchases under \$50,000.00.

**U. BID CORRECTIONS**

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**V. LATE BIDS**

Bids received after the time and date of the bid opening will be considered late bids. Late bids will be returned unopened, if requested by the Bidder and at Bidder's expense. The State is not responsible for bids that are late or lost regardless of cause or fault.

**W. BID OPENING**

Anyone may attend the opening. It is considered a public opening. The Buyer will read the names of the respondents. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation will be posted to the website as soon as feasible. Information identified as proprietary by the submitting vendor, in accordance with the RFP/ITB and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

**X. BID TABULATIONS**

Bid tabulations are available on the website at: <http://www.das.state.ne.us/materiel/purchasing/bidtabs.htm>.

**Y. BEST AND FINAL OFFER**

The State reserves the right to request Best and Final Offers. However, a Bidder should provide its best offer in its original bid. Bidders should not expect that the State will request a best and final offer.

**Z. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. Reference or credit checks may be grounds to reject a bid, or withdraw an intent to award or award of a contract. The State reserves the right to use third parties to conduct reference and credit checks.

**AA. REJECTION OF BIDS**

The State reserves the right to reject any or all bids, wholly or in part, in the best interest of the State.

**BB. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**CC. AWARD**

All purchases, leases, or contracts which are based on competitive bids will be awarded according to the provisions in the ITB. The State reserves the right to reject any or all bids, in whole or in part, or to award to multiple Bidders in whole or in part, and at its discretion, may withdraw or amend the ITB at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the bid, and do not improve the Bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The ITB does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in bids, the bid opening date may be extended.

By submitting a bid in response to this ITB, the Bidder grants to the State the right to contact or arrange a visit in person with any or all of the Bidder's clients.

Once the Intent to Award decision has been made, an Intent to Award will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

The protest procedure is available on the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20\(2\).pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors%20(2).pdf)

Any protests must be filed by a vendor within ten (10) business days after the Intent to Award is posted to the Internet.

The State reserves the right to award contracts in a manner, and utilizing methods, selected in the State's best interest and discretion. The State may waive informalities or irregularities in bids if the waiver is in the best interest of the State and such waiver does not prejudice other Bidders in the State's discretion. After evaluation of the bids, the State may take, in the State's discretion, one or more of the following actions:

1. Accept or reject a portion of or all of a bid;
2. Accept or reject all bids;
3. Withdraw the ITB;
4. Elect to rebid the ITB;
5. Award single lines or multiple lines to one or more Bidders; or,
6. Award one or more complete contracts.

The State reserves the right to make awards that are in the best interest of the State. The State may consider, but is not limited to, one (1) or more of the following award criteria:

1. Price;
2. Location;
3. Quality;
4. Delivery time; and,
5. State contract management requirements and/or costs.

**II. TERMS AND CONDITIONS**

**Bidders should complete and submit Sections II through VI as part of their bid.**

Bidder is expected to read the Terms and Conditions and must initial either accept, reject, or reject and provide alternative language for each clause. The Bidder should also provide an explanation of why the Bidder rejected the clause or rejected the clause and provided alternate language using 'Track Changes'. Upon request an electronic copy of the bid with 'Track Changes' must be submitted in an editable Word format. By signing the ITB Bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the bid. The State reserves the right to negotiate rejected or proposed alternative language. If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the bid. The State is soliciting bids in response to the ITB. The State reserves the right to reject bids that attempt to substitute the Bidder's commercial contracts and/or documents for this ITB.

The Bidder should submit with their bid any license, user agreement, service level agreement, or similar documents that the Bidder wants incorporated in the Contract. Upon notice of Intent to Award, the Bidder must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted with the Bidder's bid. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums shall be interpreted as follows:

1. If only one (1) Party's document has a particular clause then that clause shall control;
2. If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

The contract resulting from this ITB shall incorporate the following documents:

1. Invitation to Bid and Addenda;
2. Amendments to the ITB;
3. Questions and Answers;
4. Contractor's bid (ITB);
5. Award;
6. The executed Contract and any Addenda; and,
7. Amendments to the Contract

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to ITB and any Questions and Answers, 4) the original ITB document and any Addenda, and 5) the Contractor's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>SPB</i>			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. GOVERNING LAW**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>SPB</i>			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

Vendor will not substitute any item that has been awarded without prior written approval of SPB.

**E. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>None</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

**F. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>None</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**G. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>None</i>			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**H. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>W.O.</i>			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. SELF-INSURANCE (Statutory)**

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**I. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>W.O.</i>			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

**J. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>W.O.</i>			

Either party may assign the contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**K. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MS</i>			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**L. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MS</i>			

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may granted the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

**M. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MS</i>			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**N. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MD</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**O. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MD</i>			

Upon termination of the contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property;

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

A handwritten signature in black ink, appearing to be "M. D. M.", is located in the upper right quadrant of the page.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
M.D.W.			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the ITB response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any contract resulting from this ITB.

**D. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MP</i>			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**E. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>MP</i>			

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**F. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**G. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

**H. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>[Handwritten Initials]</i>			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**I. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>M.D.W.</i>			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**J. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>M.D.W.</i>			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

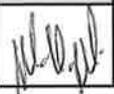
**K. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
<i>M.D.W.</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

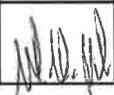
**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

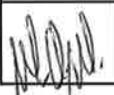
Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

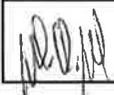
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent to: [NDVA.GIVHPayables@nebraska.gov](mailto:NDVA.GIVHPayables@nebraska.gov). The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within ITB Response (Initial)	NOTES/COMMENTS:
			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

**E. PAYMENT (Statutory)**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



**Furniture by William Webb**

## V. SCOPE OF WORK

The Bidder should provide the following information in response to this ITB.

### A. SCOPE

It is the intent of this bid invitation to issue a purchase order for the item(s) requested.

All items bid shall be of the latest manufacture in production as of the date of the ITB and be of proven performance and under standard design complete as regularly advertised and marketed. All necessary materials for satisfactory performance of the supplies shall be incorporated into the Kellex Brand Furniture or Equivalent, whether or not they may be specifically mentioned below.

Complete specifications, manufacturer's current descriptive literature and/or advertising data sheets with cuts or photographs must be included with the bid for the IDENTICAL items proposed. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached to the bid document. If manufacturer's information necessary to show compliance with these specifications is not attached to the bid document, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the bid.

### B. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

### C. CHANGE ORDER

The Purchase Order may be amended in writing, within scope, upon the agreement of both parties.

### D. REVISIONS

In the event any product is discontinued or replaced upon mutual consent prior to delivery of the goods, the State reserves the right to amend this purchase order to include the alternate product.

  
**Furniture by William Webb**

**VI. INVITATION TO BID - TECHNICAL SPECIFICATIONS**

**A. BIDDER INSTRUCTIONS**

Bidder must respond to each of the following statements. Specifications listed are minimum conditions that must be met in order for a Bidder to qualify for the award.

"YES" response means the Bidder guarantees they can meet this condition.

"NO" response means the Bidder cannot meet this condition and will not be considered.

"NO & PROVIDE ALTERNATIVE" responses should be used only with a narrative response in the NOTES/COMMENTS section explaining in detail any deviation from the Bidder's ability to meet the condition, and an explanation of how this would be determined to be an acceptable alternative to meeting the condition. Alternatives must be detailed in such a way that allows such deviations to be fully evaluated. The State shall determine at its sole discretion whether or not the Bidder's alternative is an acceptable alternative.

**B. NON-COMPLIANCE STATEMENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Read these specifications carefully. Any and all exceptions to these specifications must be written on or attached to the submitted bid. Any noncompliance may void your bid. Non-compliance to any single specification can void your bid.
X			2. It is the responsibility of Bidders to obtain information and clarifications as provided below. The State is not responsible for any erroneous or incomplete understandings or wrongful interpretations of this ITB by any Bidder.
X			3. No interpretation related to the meaning of bid specifications or other pre-bid documents will be made orally to any Bidder by the State. Any ITB interpretation must be put in writing by the Bidder and e-mailed to AS Materiel Purchasing <a href="mailto:as.materielpurchasing@nebraska.gov">as.materielpurchasing@nebraska.gov</a> by the last day to submit written questions that is specified in the Schedule of Events. (Inquiries received after the last day to submit written questions may not be addressed).
<b>NOTES/COMMENTS:</b>			

**C. KELLEX BRAND FURNITURE OR EQUIVALENT**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Kellex Brand Furniture or Equivalent as illustrated and specified in ATTACHMENT 1.
<b>NOTES/COMMENTS:</b>			

**D. EQUIVALENT FURNITURE**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Equivalent furniture bid shall be the latest current models in production as of the date of the ITB and be of proven performance and under standard design, complete as regularly advertised and marketed and shall be delivered complete with all necessary parts, specified accessories, tools, and special features, whether or not they may be specifically mentioned below.
X			2. Used, demonstrator, prototype, or discontinued equipment is not acceptable.
X			3. Complete specifications, manufacturer's descriptive literature and/or advertising data sheets with cuts or photographs will be required for any equivalent furniture bid, prior to an award and should be included with the bid.
X			4. Literature should be complete and the latest published. Any information necessary to show equivalency with identified brand and specifications not given on the manufacturer's descriptive literature and/or advertising data sheets should be supplied in writing and included as part of the bid document. Any equivalent brand of furniture bid must meet or exceed the specifications in this bid.
X			5. Acceptance of equivalent furniture shall be at the sole discretion and judgement of the Materiel Administrator.
<b>NOTES/COMMENTS:</b>			

**E. DELIVERY ARO**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Deliveries desired according to ATTACHMENT 2.
<b>NOTES/COMMENTS:</b>			

**F. DELIVER LOCATIONS/INSTRUCTIONS (BIDDER IS CERTIFYING THAT THEY CAN MEET THE DELIVER LOCATIONS/INSTRUCTIONS)**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Central Nebraska Veterans Home (CNVH) 4510 East 56 <sup>th</sup> Kearney, NE 68847
X			2. See ATTACHMENT 2 for CNVH delivery procedures and delivery periods by Building.
X			3. See ATTACHMENT 3 for Delivery Schedule by furniture model and Building.

X			4.	See ATTACHMENT 4 for Campus Map and Map of campus location in Kearney, Nebraska.
X			5.	Vendor shall call CNVH contact listed on Purchase Order, no less than forty eight (48) hours prior to arrival at CNVH for delivery.
X			6.	Deliveries shall be accepted Monday through Friday, during the hours 9:00AM to 3:00PM Central Time. No weekend deliveries.
X			7.	Vendor will be responsible for any damages caused by delivery personnel to buildings or campus during deliveries.
X			8.	No loading docks are available. Vendor shall supply lift-gate, forklift/pallet jack, and/or any other equipment necessary to provide inside delivery.
<b>NOTES/COMMENTS:</b>				

**G. PACKAGING**

YES	NO	NO & PROVIDE ALTERNATIVE		
X			1.	Cartons are to be clearly marked with size, weight, color, quantity, and the purchase order number.
X			2.	Cartons must be of suitable size and of sufficient strength to protect the contents during shipping, handling and storage.
<b>NOTES/COMMENTS:</b>				

**H. PRICES**

YES	NO	NO & PROVIDE ALTERNATIVE		
X			1.	Price quoted shall be unit price and shall be firm as bid until the date of an award, or ITB is cancelled and are to be net; including transportation and delivery charges fully prepaid by the Bidder F.O.B. Destination as specified.
X			2.	No additional charges will be allowed for packing, handling, fuel surcharge, or partial delivery costs.
<b>NOTES/COMMENTS:</b>				

**I. ORDERS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Orders will be placed as purchase order(s) submitted by e-mail.
X			2. All deliveries must reference a purchase order number.
X			3. The purchase order number must be referenced on the packing slip, and invoice. Invoices are to be sent to: <a href="mailto:NDVA.GIVHPayables@nebraska.gov">NDVA.GIVHPayables@nebraska.gov</a> .
<b>NOTES/COMMENTS:</b>			

**J. QUALITY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Product quality must meet or exceed specifications and be consistent throughout all deliveries.
X			2. A guarantee of satisfactory performance by the supplier and meeting delivery dates are considered to be an integral part of the purchase contract resulting from this ITB.
X			3. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
X			4. Products are to be fully guaranteed and may be returned for full credit or replacement (at the State's option) for any reason during the initial warranty period with no additional charges for shipping or restocking.
<b>NOTES/COMMENTS:</b>			

**K. AUTHORIZED DEALER & WARRANTY**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. To the extent required by the manufacturer, the Bidder shall be an authorized dealer. Bidder may be required to substantiate that he/she is an authorized dealer. Proof, if required, must be submitted to the SPB within three (3) days of the request and prior to the award of any contract.
X			2. The terms of the original manufacturer's standard warranty shall apply to all equipment acquired from this solicitation for the entire warranty period.
X			3. Bidder should supply a copy of the original manufacturer's standard warranty with their bid.

X			4. Contractor must warrant the average life expectancy supplies hereunder to be not less than that stated in the manufacturer's price list and agree to replace, without cost, all supplies failing to meet this requirement, except where the reduced life is due to conditions beyond the control of the Contractor.
X			5. Defective parts or those damaged in shipment must be replaced by the Contractor at no charge to the State.
<b>NOTES/COMMENTS:</b>			

**L. SAMPLES**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Samples of equivalent furniture bid may be required prior to an award. Samples are to be provided within thirty (30) calendar days of a written request. Failure to provide samples or samples not meeting the specifications may void the bid.
X			2. Upon a written request from the State of Nebraska Purchasing Bureau, sample(s) shall be shipped to:  Attn: Grand Island Veteran's Home Rod Halm or Alex Willford 2300 West Capital Avenue Grand Island, NE 68803  Receiving hours are between 9:00 A.M. and 3:00 P.M., Monday through Friday, Central Time (excluding State holidays and / or as otherwise directed).
<b>NOTES/COMMENTS:</b>			

**M. SUBSTITUTIONS**

YES	NO	NO & PROVIDE ALTERNATIVE	
X			1. Vendor will not substitute any item that has been awarded without prior written approval of SPB.
<b>NOTES/COMMENTS:</b>			

**N. SECRETARY OF STATE REGISTRATION REQUIREMENTS**

\*\*\*CHOOSE "YES" TO BEST ANSWER ONLY, CHOOSE "NO" FOR REMAINING LINES\*\*\*

YES	NO	<b>*Prior to contract award and/or upon request of SPB, potential award recipient(s) will be asked to certify compliance with Nebraska Secretary of State Registration by providing a true and exact copy of current (dated within 90 days) valid Certificate of Good Standing or Letter of Good Standing.</b>
X		<p>1. Bidder is a SOLE PROPRIETORSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required)</p> <p>If the Bidder is an Individual or Sole Proprietorship, the following applies:</p> <p>a. The Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a></p> <p>The completed United States Attestation Form should be submitted with the Invitation to Bid response.</p> <p>b. If the Bidder indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>c. The Bidder understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.</p>
X		<p>2. Bidder is a GENERAL PARTNERSHIP (in which case, no Letter of Good Standing/Certificate of Good Standing is required).</p>
X		<p>3. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State is provided within bid submission documents.</p>
X		<p>4. Bidder is a FOREIGN or DOMESTIC CORPORATION or BUSINESS and a copy of current Letter of Good Standing/Certificate of Good Standing from the Nebraska Secretary of State will be provided in a timely manner upon request prior to award.</p>

**Form A**  
**Bidder Contact Sheet**  
**Invitation To Bid Number 5750 OF**

Form A should be completed and submitted with each response to this ITB. This is intended to provide the State with information on the Bidder's name and address, and the specific person(s) who are responsible for preparation of the Bidder's response.

Preparation of ITB Contact Information	
Bidder Name:	William Webb <b>Furniture by William Webb</b>
Bidder Address:	2130 Kings Rd., Carrollton, TX 75007
Contact Person & Title:	William Webb / Owner
E-mail Address:	furniturebywilliam@gmail.com
Telephone Number (Office):	214-483-3476
Telephone Number (Cellular):	469-556-2917
Fax Number:	972-394-6429

Each Bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the Bidder's response should become necessary.

Communication with the State Contact Information	
Bidder Name:	William Webb <b>Furniture by William Webb</b>
Bidder Address:	2130 Kings Rd., Carrollton, TX 75007
Contact Person & Title:	William Webb / Owner
E-mail Address:	furniturebywilliam@gmail.com
Telephone Number (Office):	214-483-3476
Telephone Number (Cellular):	469-556-2917
Fax Number:	972-394-6429

**5750 OF ATTACHMENT 1**

**Kellex Brand furniture or equivalent**

**CNVH Specified Product Guide**

## ADDENDUM ONE QUESTIONS and ANSWERS

Date: January 30, 2018  
 To: All Bidders  
 From: Rene Botts, Buyer  
 AS Materiel State Purchasing  
 RE: Addendum for Invitation to Bid Number 5750 OF  
 to be opened February 09, 2018 at 2:00 p.m. Central Time

**Furniture by William Webb**



### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Invitation to Bid. The questions and answers are to be considered as part of the Invitation to Bid. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>ITB Section Reference</u>	<u>ITB Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			I have been notified that the fabric specified on L14 & L15 is discontinued with no stock available. How would you like those items to be priced---with a substitute that I suggest or a substitute from the designer who specified this?	See answers to Questions 2. and 3.
2.	ITB	Page 2 of 3	LOVESEAT KELLEX MFG. NO.HC09157-20 Attachment 1, Item L14. Fabric Trek-L-Chocolate is discontinued. We will bid according to same frame with different fabric. How do we specify in our bid documents?	The State is amending the Product Specification "ATTACHMENT 1, L14" as follows: 'LOVESEAT KELLEX MFG. NO. HC09157-20 Attachment 1, Item L14. At Fabric Details: Fabric Architex- Sandbox- Shovel, Crypton Fabric to be used in lieu of Trek-L-Chocolate.'
3.	ITB	Page 2 of 3	LOVESEAT KELLEX MFG. NO.HC09157-20 Attachment 1, Item L15. Fabric Trek-L-Teak is discontinued. We will bid according to same frame with different fabric. How do we specify in our bid documents?	The State is amending the Product Specification "ATTACHMENT 1, L15" as follows: 'LOVESEAT KELLEX MFG. NO. HC09157-20 Attachment 1, Item L15. At Fabric Details: Fabric Architex-Mineral-slate, Crypton Fabric to be used in lieu of Trek-L-Teak.'

## Furniture by William Webb

*William D. Webb*

4.	ITB	Page 2 of 3	LOVESEAT KELLEX MFG. NO.HC09157-20 Attachment 1, Item L14. Fabric Trek-L-Chocolate is discontinued. We will bid according to same frame with different fabric. How do we specify in our bid documents?	See answers to Questions 2. and 3.
5.	ITB	Page 2 of 3	LOVESEAT KELLEX MFG. NO.HC09157-20 Attachment 1, Item L15. Fabric Trek-L-Teak is discontinued. We will bid according to same frame with different fabric. How do we specify in our bid documents?	See answers to Questions 2. and 3.
6.	VI, J, 4	23	Is this phrase going to be replaced with the same clause in 5746 OF addendum? "4. Products are to be fully guaranteed and may be returned for full credit or replacement, at the State's discretion, for any breach of quality, during the initial warranty period or within six (6) months of actual utilization, whichever is later, with no additional charges for shipping or restocking."	ITB Section VI, Clause J., "QUALITY", Number 4. This is deleted and replaced with the language in the table on the next page. Please complete the table on the next page and include this Addendum One with any Bid submitted.
7.			I just wanted to inform you that I had contacted Fabricut on the fabrics to get a quote on, and she said that if you wanted to select and order the Trek asap, as she does show that pattern is discontinued. Would you have an alternate if we are not able to get this fabric?	See answers to Questions 2. and 3.

YES	NO	NO&PROVIDE ALTERNATIVE	
			4. Products are to be fully guaranteed and may be returned for full credit or replacement, at the State's discretion, for any breach of quality, during the initial warranty period or within six (6) months of actual utilization, whichever is later, with no additional charges for shipping or restocking.

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*William Webb*

**NOTES/COMMENTS:**

This addendum will become part of the ITB and should be included with the Invitation to Bid.

**Furniture by William Webb**

5750 OF

ATTACHMENT 2

CNVH Delivery Procedures

Central Nebraska Veterans Home (CNVH)  
4510 East 56<sup>th</sup>  
Kearney, NE 68847

- Basic inside delivery only: contractor to deliver goods in box to building(s). CNVH Maintenance and Housekeeping Staff will unbox, assemble and set in final place.
- No dock(s) are available except at Building J. Freight contractors must be able to offload and transport to inside building(s).
- Contractor/freight company must provide forklift, hand trucks, carts, etc. for inside delivery.
- CNVH/NDVA Site Contacts will be established and contact information provided with final purchase orders.
- No full service delivery is required by contractors unless stated in ITB. CNVH will typically only request Full Service Delivery if assembly is complex or requires an authorized agent to complete assembly or installation for warranty purposes.

**DELIVERY OFF-LOAD INFORMATION**

- Deliveries for Buildings A, B, C, D, E, F and K: Delivery and off-load at each specific building.
- Deliveries to Building G off-load at Building A.
- Deliveries to Building H off-load at Building J.
- See Campus Map, Site Location, Attachment 4.

**BUILDING DELIVERY AVAILABILITY**

Building A	4/2/2018 - 4/6/2018
Building B	4/2/2018 - 4/6/2018
Building C	4/2/2018 - 4/6/2018
Building G	4/2/2018 - 4/6/2018
Building E	7/2/2018 – 7/16/2018
Building F	7/2/2018 – 7/16/2018
Building H	7/2/2018 – 7/16/2018
Building J	7/2/2018 – 7/16/2018
Building K	7/2/2018 – 7/16/2018
Building D	8/15/2018 – 8/30/2018, but not 8/25/2018

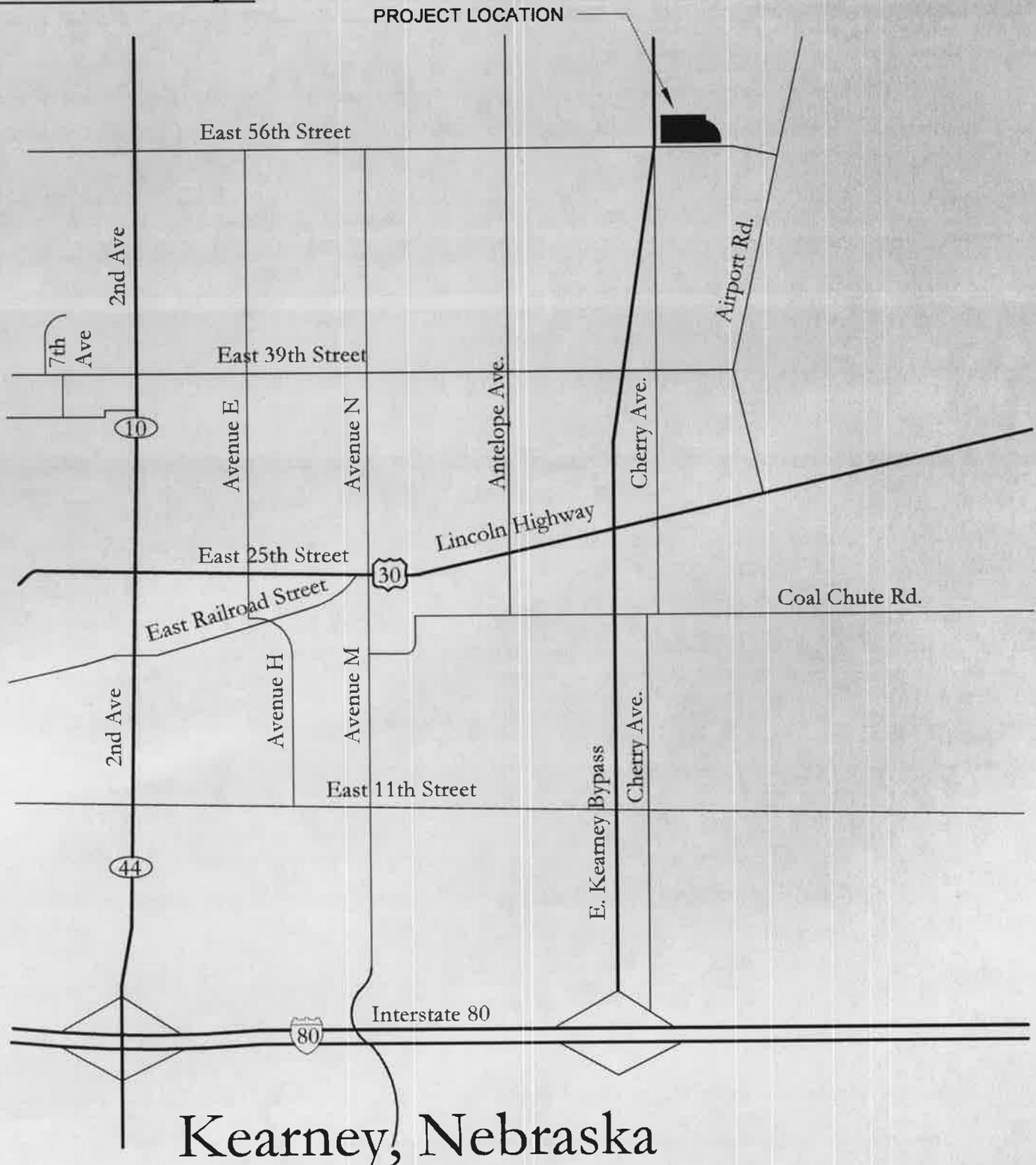
**5750 OF  
ATTACHMENT 3**

Kellex Delivery Schedule													
ITB Line	Total Qty	Description 1	Description 2	Text Attachment	Delivery Breakdown								
					Bldg. A Qty	Bldg. B Qty	Bldg. C Qty	Bldg. D Qty	Bldg. E Qty	Bldg. F Qty	Bldg. G Qty	Bldg. H Qty	Bldg. J Qty
1	6	Loveseat	Kellex HC09157-20	Attachment 1, Code L13,	1	1	1	1	1	1			
2	6	Loveseat	Kellex HC09157-20	Attachment 1, Code L14,	1	1	1	1	1	1			
3	6	Loveseat	Kellex HC09157-20	Attachment 1, Code L15,	1	1	1	1	1	1			
4	6	Armchair	Kellex HC09117-05R5	Attachment 1, Code L16,	1	1	1	1	1	1			
5	6	Armchair	Kellex HC09117-05R5	Attachment 1, Code L17,	1	1	1	1	1	1			
6	6	Armchair	Kellex HC09117-05R5	Attachment 1, Code L18,	1	1	1	1	1	1			
7	6	Bench	Kellex HC09282-15	Attachment 1, Code L31,	1	1	1	1	1	1			
8	3	Bench	Kellex HC09282-15	Attachment 1, Code L39,									3
9	36	Armchair	Kellex HC09146-WA	Attachment 1, Code C7,	6	6	6	6	6	6			
10	36	Armchair	Kellex HC09146-WA	Attachment 1, Code C8,	6	6	6	6	6	6			
11	36	Armchair	Kellex HC09146-WA	Attachment 1, Code C9,	6	6	6	6	6	6			

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# Location Map



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**ATTACHMENT 2**

**CNVH Delivery Procedures**

**Central Nebraska Veterans Home (CNVH)**

**4510 East 56<sup>th</sup>**

**Kearney, NE 68847**

- Basic inside delivery only: contractor to deliver goods in box to building(s). CNVH Maintenance and Housekeeping Staff will unbox, assemble and set in final place.
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- Contractor/freight company must provide forklift, hand trucks, carts, etc. for inside delivery.
- CNVH/NDVA Site Contacts will be established and contact information provided with final purchase orders.
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- Deliveries to Building G off-load at Building A.
- Deliveries to Building H off-load at Building J.
- See Campus Map, Site Location, Attachment 4.

**BUILDING DELIVERY AVAILABILITY**

Building A	4/2/2018 - 4/6/2018
Building B	4/2/2018 - 4/6/2018
Building C	4/2/2018 - 4/6/2018
Building G	4/2/2018 - 4/6/2018
Building E	7/2/2018 – 7/16/2018
Building F	7/2/2018 – 7/16/2018
Building H	7/2/2018 – 7/16/2018
Building J	7/2/2018 – 7/16/2018
Building K	7/2/2018 – 7/16/2018
Building D	8/15/2018 – 8/30/2018, but not 8/25/2018

**5750 OF  
ATTACHMENT 3**

Kellex Delivery Schedule													
ITB Line	Total Qty	Description 1	Description 2	Text Attachment	Delivery Breakdown								
					Bldg. A Qty	Bldg. B Qty	Bldg. C Qty	Bldg. D Qty	Bldg. E Qty	Bldg. F Qty	Bldg. G Qty	Bldg. H Qty	Bldg. J Qty
1	6	Loveseat	Kellex HC09157-20	Attachment 1, Code L13.	1	1	1	1	1	1			
2	6	Loveseat	Kellex HC09157-20	Attachment 1, Code L14.	1	1	1	1	1	1			
3	6	Loveseat	Kellex HC09157-20	Attachment 1, Code L15.	1	1	1	1	1	1			
4	6	Armchair	Kellex HC09117-05R5	Attachment 1, Code L16.	1	1	1	1	1	1			
5	6	Armchair	Kellex HC09117-05R5	Attachment 1, Code L17.	1	1	1	1	1	1			
6	6	Armchair	Kellex HC09117-05R5	Attachment 1, Code L18.	1	1	1	1	1	1			
7	6	Bench	Kellex HC09282-15	Attachment 1, Code L31.	1	1	1	1	1	1			
8	3	Bench	Kellex HC09282-15	Attachment 1, Code L39.									3
9	36	Armchair	Kellex HC09146-WA	Attachment 1, Code C7.	6	6	6	6	6	6			
10	36	Armchair	Kellex HC09146-WA	Attachment 1, Code C8.	6	6	6	6	6	6			
11	36	Armchair	Kellex HC09146-WA	Attachment 1, Code C9.	6	6	6	6	6	6			

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## Kellex Warranties

### Kellex Warranties

We stand behind all our products with industry-leading warranties.

#### Zen

Frame & Springs: 10 years

Sleeper Mechanism: 5 years

Mattress: 5 years

Cushions: 3 years (Some fabric stretching is normal is not covered under warranty.)

#### Sleepers

Frame & Springs: 10 years

Sleeper Mechanism: 5 years

Mattress: Standard & Princess – 1 year; Linen 312 – 3 years

Cushions: Standard – 2 years; Comfort Firm & Pocketed Coil – 3 years; (Some fabric stretching is normal is not covered under warranty.)

### **Upholstered Seating**

Frame & Springs: 10 years

Cushions: Standard – 2 years; Comfort Firm & Pocketed Coil – 3 years; tight seat – 2 years (Some fabric stretching is normal is not covered under warranty.)

### **Headboards**

Warranted against defects in materials and workmanship under conditions of normal use and service for 3 years from the date of purchase.

### **Motion Seating**

Frame & Springs: 5 years

Recliner / Glider Mechanism: 1 year

Cushions: Standard – 2 years; Comfort Firm & Pocketed Coil – 3 years; tight seat – 2 years (Some fabric stretching is normal is not covered under warranty.)

### **Exposed Wood Frame Seating**

Kellex warrants exposed wood-framed seating against defects in materials and workmanship, under conditions of normal use and service, for 6 years from the date of purchase. (Casters – 2 years.)

### **Metal Base & Metal Leg Seating**

Kellex warrants metal bases used for seating against defects in materials and workmanship, under conditions of normal use and service, for 6 years from the date of purchase.

### **Steel Frame Seating**

Kellex warrants steel frames used for seating against defects in materials and workmanship, under conditions of normal use and service, for 10 years from the date of purchase.

**Ergochairs**

Kellex warrants Ergonomic Chairs against defects in materials and workmanship, under conditions of normal use and service, for 5 years from the date of purchase. (Knee Tilt and Gas Lift mechanisms – 2 years; casters – 2 years.) Kellex does not accept responsibility for any damages to desks, tables, etc. caused by chairs pushed into or underneath them.

**Tables**

Kellex warrants tables against defects in materials and workmanship under conditions of normal use and service for 5 years from the date of purchase.

**Pillows**

Kellex does not warrant the fabric used for the casings, only the filling itself for 1 year.

**Power Source**

Warranted against defects in materials and workmanship under conditions of normal use and service for 1 year from the date of purchase.

**General Warranty Statements:**

1. Kellex warrants that each new finished product will be free from defects in workmanship and materials, when subjected to normal commercial usage, subject to the above limitations while the product is owned by the original purchaser.
2. Customer's own materials (COM) or materials purchased on behalf of the customer (KOM) are not warranted. We do not warrant upholsteries beyond the stated warranty provided by the upholstery supplier, as we have no control over the final installation environment, cleaning systems and solutions or other conditions which may affect durability or dye / color. In the event of a failure of any fabric or leather selected by the customer (COM or COL), the cost of repair, reupholstering or replacement is not

covered by this warranty, and will have to be addressed by the supplier of the failed fabric.

3. Storage or installation of any Kellex seating products in any facility other than a temperature and humidity-controlled environment voids all warranties, expressed or implied.

4. Kellex warranties do not apply to: fabric stretching, under normal commercial usage; gradual cushion compaction and partial loss of resiliency of both the foam and fiber components; damage caused by the carrier in-transit, which must be handled under freight policy; damage after leaving the Kellex loading dock resulting from: accident; carrier, installer or customer handling; abuse, abnormal wear, misuse; alterations, modifications, attachments; negligence; renting; reupholstering; products that are not installed or used and maintained in accordance with product warnings and instructions.

5. Color variations and finishes - some unavoidable natural variations occurring in wood, leather or other natural materials, as they are inherent to their character, are not considered defects in material or workmanship and therefore are not the basis for a warranty claim.

6. Matching scenarios will be determined by Kellex unless otherwise specified by the customer. Please note, that often seams can be eliminated when applying the material railroaded as opposed to non-railroad application. If non-railroad application is used on tight backs, seats, outside backs or front seats (aprons) where the width of the piece is greater than the width of the material, seams will not be matched.

7. In reviewing our fabrics for your project, please keep in mind that Kellex "spot matches" fabric patterns in upholstery. We do not offer "flow matching", due to the cost of additional manufacturing time and significant increase in fabric yardage. This assists our customer's to keep within their budgetary restraints.

8. The standard glide used for Kellex products is suitable for most floors; however, we offer specialty glides which may be preferable on certain types of flooring. Kellex does not accept liability for damages to a floor that might be created by the use of an improper or incorrect glide. The standard glide for metal bases is a clear silicone glide. There are no glide upgrades available for metal bases.

9. Electrical outlets and USB ports are designed for occasional use only. Keeping a device or electrically powered unit plugged in continuously may be viewed as "permanent wiring", and create a fire code violation. It is the purchaser's/ customer's responsibility to comply with all federal, state and local regulatory fire codes. Kellex does not assume responsibility for improper use of the outlets and USB ports.



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## Upholstery Limited Warranty

This warranty applies to Bernhardt Furniture Company's residential upholstery products. The term "upholstery products" refers specifically to Bernhardt Upholstery products and has no implication, directly or indirectly, to any Bernhardt Case Goods products (which include, without limitation, upholstered beds and dining room chairs). Bernhardt Upholstery products are those products listed and displayed exclusively in any Bernhardt Upholstery products catalog, in printed form or as displayed on the Bernhardt internet web page.

In Bernhardt's Limited Warranty, "lifetime" is defined by the life of the original cover. Re-covering the frame voids all warranties because in re-covering, some or all components may be changed. This warranty applies under normal, non-commercial use and terminates in the event that the product is transferred by the original retail purchaser to another party. Improper cleaning voids any warranty. This warranty does not cover damage as a result of misuse, abuse, accident, commercial use, institutional use, or shipping damage. Because of the craftsmanship involved and the natural materials used in the manufacturing process, minor variations will occur from piece to piece. Therefore, this warranty does not cover such minor differences between your furniture and: floor samples, printed illustrations, and video or internet displays.

This warranty does not cover floor samples or products designated "AS IS" at time of purchase.

All warranty periods indicated in this warranty begin on the date that your furniture is initially shipped to the Bernhardt Authorized Dealer.

**Frames and Springs:** Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects of frames and springs. This warranty applies for the lifetime of the product as long as the product remains upholstered in the original fabric and is used under normal wear in normal conditions.

**Cushion:** Bernhardt warrants to you, the original retail purchaser, protection against abnormal loss of resiliency of the upholstered furniture, for three (3) years. Abnormal wear and abnormal loss of resiliency should not be confused with softening and flattening of the foam and fibers, which are considered normal wear, and are not defects.

**Filling Materials:** Bernhardt warrants to you, the original retail purchaser, protection against loss of resiliency of filling materials for three (3) years. Compressing of polyester with use is not considered loss of resiliency. From time to time, your upholstered furniture will need "fluffing up" as any upholstered furniture should be regulated with use.

**Reclining Mechanisms:** Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects of the: (i) black metal, patented parts of non-electronic reclining mechanisms for three (3) years; and (ii) the parts of electronic reclining mechanisms for two (2) years.

**Sleeper Mechanism:** Bernhardt warrants to you, the original retailer purchaser, protection against manufacturing defects of the sleeper mechanism for three (3) years.

**Mattress:** Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects and the loss of foam resiliency of the innerspring sleeper mattress, excluding cover, for five (5) years. Softening of foam is a normal condition and does not constitute a loss of resiliency.

**Air Mattress:** Bernhardt warrants to you, the original retail purchaser, protection against manufacturing defects of the air sleeper mattress for three (3) years and the air mattress pump for one (1) year.

**Fabrics:** Are warranted only to the extent of the warranty provided to Bernhardt by its fabric suppliers. Since manufacturers of upholstery fabrics do not guarantee their products for wearing quality, color-fastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty.

**Washed Fabrics:** Some fabrics are washed to achieve a more relaxed appearance and softer feel. Wrinkling, puckering and shade variations are a natural result of washing and should not be considered defects.

**Leathers:** Since leather manufacturers do not guarantee their products for wearing quality, color-fastness, shrinkage, wrinkling and stretching, those properties are not covered under this warranty. Leather is a natural material, every hide uniquely enhanced by natural features. Wrinkles, scratches, insect bites, healed scars and other natural markings should not be considered flaws. Color variations occur normally within a hide and from hide to hide as no two hides are alike.

This warranty also does not cover fabric protectors that have not been applied by the fabric manufacturer, since they may cause latex deterioration, seam slippage, discoloration and may damage filler materials.

This warranty protects you only when you purchase Bernhardt furniture from a Bernhardt Authorized Dealer. If you find a problem, all claims for warranty service must be accompanied by your original proof of purchase, contain a brief written description of the defect and must be made through the retailer where the upholstered furniture was purchased. There are some repairs that can be taken care of in your home and your authorized dealer will handle those repairs. If the dealer feels that factory service is needed, Bernhardt will make arrangements to pick up your furniture from the retailer, make any repairs necessary and return it to your retailer. Bernhardt is not responsible for transportation costs from your home to the retailer, nor are we responsible for transportation costs to and from our factory service center two (2) years after the date that your furniture is initially shipped to the Bernhardt Authorized Dealer.

**WARRANTY LIMITATIONS AND EXCLUSIONS**

**ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY ON THIS PRODUCT, AND ON THE PARTICULAR PORTION OR PART OF THE PRODUCT IN QUESTION. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. IN NO EVENT WILL BERNHARDT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT.**

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

BERNHARDT FURNITURE COMPANY

P.O. Box 740

Lenoir, NC 28645

Effective August 1, 2015

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# Burch

## Terms and Conditions of Sale

**Entire Agreement:** These conditions and terms of sale shall be the controlling agreement between Burch and the customer, to the exclusion of all implied or oral warranties or understandings and were the inducement for Burch to deliver the fabrics and/or coated materials on this contract. This supersedes buyer's order form. Contract conditions can be changed with written agreement from Burch.

**Shipment, Title, Force Majeure:** Fabrics and/or coated materials will be shipped as near as possible to the date on the order acknowledgement, but shipment on time is subject to force majeure clause. Seller is not liable for delay in delivery or performance because of storm, flood, act of God, war, strikes, and contingencies beyond seller's control. Title to the goods is transferred to the buyer with delivery to buyer's conveyance or common carrier or anytime the risk of loss to the goods is transferred from Burch to buyer or third party.

**Credit:** Goods are sold FOB shipping point. Terms of payment on face of invoice shall be considered from invoice date. Payments are made to seller or factor as indicated. All invoices are payable in United States dollars. Past due invoices are subject to finance charge of two percent per month or maximum rate allowed by law. Burch or factor may in its discretion limit or cancel the credit of the buyer and may require anticipation of cash payment before delivery of any portion of this order. No deductions from the face amount of the invoice may be taken from merchandise invoice payment unless accompanied by Burch issued credit memorandum.

**Claims, Testing, Inspection, Returns:** No yardage claim shall be made if the fabric and/or coated material has been cut, fabricated, worked, utilized, chemically treated or its intact value reduced. No returns accepted without prior return authorization. No return accepted nor allowance made after 30 days from delivery. Used cover complaints received from the field are handled individually upon buyer returning the used cushion or panel cover for examination and testing. Claims are settled based on the purchase price of fabric and/or coated material in the contract and not labor, freight or incidental or consequential damages.

**Warranties:** Burch warrants title to the products covered by this contract, but there are no other warranties of any kind unless specifically expressed below. Fabric and/or coated material covered by this contract are the same or substantially conform to Burch's sample from which fabric and/or coated material order was placed. All fabric and/or coated materials made of natural or synthetic fibers are sold subject to the inherent imperfections of fibers and yarns, normal deviation of shade between dye and manufacturing lots. Burch shall not be responsible for normal variation of the hand of finished fabrics and/or coated materials. Buyer agrees there is no warranty by Burch in fact or in law that the merchandise which is the subject of this sale is suitable for any particular use or purpose for any particular type style, designs of furniture, household or commercial product, apparel or any use. Suitability of the merchandise for the end use contemplated by buyer is the responsibility of the buyer to be ascertained by buyer's sampling and testing. The testing for any particular use or industry

to meet the physical specification of any state or country is the buyer's responsibility. Buyer has the duty to determine whether the fabric and/or coated material is fit or unfit for the purpose intended or use including the resale purpose. Any liability is limited to Burch's customer and not to those claiming through the customer. Burch's woven upholstery fabrics and/or coated materials are tested according to the voluntary joint industry standard committee and test results are available upon request. Fabric and/or coated material specifications, National Safety Data Sheets (NSDS) NAFTA certificates of origin supplied upon request. Burch shall not be liable for normal and customary manufacturing and finishing variations from specifications. Buyer will accept and pay for total quantity variation plus or minus 10% of goods on contract, will pay for seconds and small rolls not exceeding 10% of contract quality. Purchaser agrees that Burch shall not be responsible for any change in or compromise of fabric and/or coated material characteristics that result from the shipment of furniture, cushions, panels, components or other applications. Purchaser further agrees that the warranties provided pursuant to this Sales Contract do not apply to changes in or compromise of fabric and/or vinyl characteristics resulting from the shipment of such items.

**Cleaning and Maintenance:** Cleaning information is offered for general guidance and is not a guarantee. The use of certain cleaning agents can be harmful to the surface appearance and lifespan of a fabric and/or coated material. Burch assumes no responsibility for damage to a product resulting from lack of cleaning, improper cleaning or the misuse of cleaning agents. Certain clothing and accessory dyes (such as those used on denim jeans) may migrate to fabrics and/or coated materials and cause permanent damage. Burch cannot be held responsible for dye transfer caused by external contaminants.

**Liability:** Liability is limited to the cost of the fabric and/or coated material purchased from Burch. Burch should not be liable for consequential or incidental damages.

**Flammability:** Burch disclaims any warranty whatsoever, whether expressed or implied with respect to flammability of material specified in this contract with one exception, i.e. individual flammability standards will be stated on the Burch sample if products are intended for a specified use. With this exception, no fabric and/or coated materials covered by this contract is intended or promoted for any use covered by any flammability or fire retardant or fire resistant standard for furniture, apparel, mattresses, panels, curtains, drapery or any household, commercial or personal use. Fabrics and/or coated materials can be tested at buyer's expense to determine if a fabric and/or coated material's construction meets flammability standards of the particular industry and political jurisdiction, or can be special finished to meet this flammability standard. Test results and any certificate of compliance of the roll numbers on this contract are to be furnished by the special finisher direct to the buyer.

**Proposition 65:** Burch's products may contain chemicals known to the State of California to cause cancer, birth defects and other reproductive harm.

**Copyrights, Trade Marks:** No right in pattern and design of neither goods, nor any trade names or trademarks of Burch passes to Buyer under this contract, except as an integral part of the goods. Buyer agrees not to copy or cause to be copied or reproduced any such pattern or any confusingly similar design.

**Acknowledgement:** Buyer acknowledges they are aware that Burch is only the distributor of the materials covered by this agreement and is not the manufacturer.

This contract is governed by the law of Michigan, and shall be construed by the laws of the State of Michigan, USA.

**Fiber Contents of Fabric Shipped Identified on Sample Page**  
Continuing Guaranty Under the Textile Fiber Products Identification Act Filed with the Federal Trade Commission.



[Fabrics](#) [Trimmings](#) [Hardware](#) [Wallcovering](#) [Finished Products](#) [Licensed Collections](#)  
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## About Us

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## Fabric Terms & Policies

Fabricut Inc. makes no guarantee or warranty, expressed or implied, as to the fitness or merchantability of its fabrics unless expressly stated. A continuing guarantee under the Textile Fiber Products Identification Act filed with the Federal Trade Commission.

## Acknowledgment Of Orders

All orders shipped from stock will be invoiced the day following shipment and the invoice serves as the acknowledgment. Backordered merchandise will be acknowledged with an approximate delivery date. We will not be held responsible for delays beyond our control and/or cancellations of backordered merchandise ordered specifically for you.

## Length Of Cuts

The length of your cuts is very important in the processing of your orders. On occasion, we must fill your order with more than one piece, or make an allowance for a defect in the fabric. Please be certain to include cuts on every order.

## Face Of Fabric

Before cutting and fabricating with your order, please confirm with your workroom or upholsterer the proper face of the cloth. Fabricut Inc. will not be held responsible if the incorrect side of the fabric is used as the face in application.

## Pattern Repeats

All pattern repeats listed in this Price List and on our samples are approximate. They can vary slightly from one dyelot to the next. We cut the fabric to the exact yardage amount specified on the order, and do not automatically make additional allowances to include pattern repeats. To avoid a possible shortage, we recommend that you order several additional inches to allow for pattern repeats.

## Dyelots

Dyelots do vary from one shipment to another. If you require an exact dyelot match, you must submit a sample with your order or request a Cutting for Approval (CFA) from current stock. We cannot accept returns or issue credit for dyelot variation unless a sample was submitted with your order.

## Handloomed Fabrics

Pattern repeats in handloomed fabrics may vary. All measurements quoted for repeats are approximate. Side matching of repeats on ikats, stripes, checks, plaids and ribbed patterns will not be exact. Because of variations in dyelots, yarns and weaves, the fabric in stock may

vary from samples. We recommend a CFA from current stock be requested. Notice labels are attached to each handloomed fabric shipped from the warehouse. No credit will be allowed if the terms of this notice label are not adhered to.

## Silks

We do not guarantee silks against fading or for precise color matching, colorfastness and durability. Cutting from current stock is recommended.

## Reserves

We will reserve yardage for ten (10) working days for customers with an account number. Cuttings and Reserves or COD/Proforma Reserves will also be held for ten (10) working days. We are not obligated to inform customers that a reserve has expired.

## Minimum Yardage

No orders will be accepted for less than one (1) yard per individual cut.

## Pricing

All prices listed herein are subject to change without notice.

## Credit Terms

Net 30 Days, Cash on Delivery (COD), and Proforma (CBD). Late charges will be assessed on all past due balances.

## Shipping

Please indicate on your order your desired method of shipment (i.e., UPS). If no instructions are given, we will ship the fastest, most economical way, depending on the size of the package. COD shipments can only be sent via UPS. Oversized shipments will receive the carrier's standard additional charges.

## Internet Selling

A Fabricut Inc. Customer who sells on the Internet is permitted to sell Fabricut Inc. products, including Fabricut, Stroheim, Vervain, S. Harris and Trend, through its website only to consumers residing within the local territory where the Fabricut Inc. Customer's principal place of business is located, or where they regularly perform decorating, design or installation services. Such Customers agree not to sell or offer for sale Fabricut Inc. products to fill orders that are the direct result of the efforts of another Fabricut Inc. Customer. Fabricut Inc. reserves the right to immediately terminate its relationship with anyone who promotes the sale of Fabricut Inc. products via the Internet, through on-line auctions such as eBay, or through any similar means.

ALL SHIPMENTS WILL BE F.O.B. TULSA, OK unless otherwise noted.

Drapery fabrics, due to yarn contents, construction, humidity, etc., will expand or contract under certain conditions. This is inherent to the fabric. Fabricut will not be responsible should this situation occur. Sufficient fabric allowances should be made for hems for later adjustments, should it become necessary.

## Merchandise Return Policy

1. No merchandise will be accepted for return unless an Authorized Return Service Label (A.R.S.) has been issued. A request for an A.R.S. label must be made within 30 days of the invoice date and merchandise must be in our possession within 30 days of the date on the A.R.S. label.
2. The request for return of merchandise must include the invoice number, description, quantity and the reason for request of the return.
3. No merchandise under six (6) yards will be accepted for credit.
4. Merchandise that has been cut or special processed (Soil & Stain Repellant Finish, Paper Backing, Knit Backing, etc.) will not be accepted for credit unless prior approval has been given.
5. Wallpaper sidewalls can be returned only in full length bolts, double roll or triple roll depending on packaging. Claims will not be accepted after cutting and hanging. Fabricut Inc. will replace all defective merchandise prior to cutting and hanging, but will not be responsible for labor cost. Color changes (hot spots) or discolorations due to un-neutralized plaster, additional paste, improper wall preparations or papering over old wallcoverings are not covered in this warranty.
6. A handling charge will be assessed for merchandise returned for reasons without fault of Fabricut Inc. Outgoing and incoming freight charges and any pickup service fees will

be charged to the customer.

#### **HANDLING CHARGES**

Cut yardage (20%)	Trimmings (20%)
Full Bolts (15%)	Wallpaper (30%)
Full Cases (15%)	Hardware (25%) or a minimum of \$25

7. We do not guarantee dyelots and cannot issue credit for dyelot variation unless a sample to match was submitted with your order.

## Decorative Hardware Terms & Policies

Fabricut Inc. Decorative Hardware is a comprehensive line of drapery hardware that meets the needs of every project and installation.

### Ordering Guidelines

Fabricut orders may be received via: Trend orders may be received via:

Phone: (800) 763-1348

Phone: (800) 762-4196

Fax: (918) 664-8919

Fax: (800) 888-7171

Online: [www.fabricut.com](http://www.fabricut.com)

Online: [www.trend-fabrics.com](http://www.trend-fabrics.com)

Always include item number, finish code and quantity. Incomplete information will delay order processing and shipping.

### Shipping Policy

Fabricut Decorative Hardware is in stock and shipped F.O.B. Tulsa, OK.

Trend's Classics Collections ship F.O.B Buffalo, NY and Concepts Collections ship F.O.B Morrisville, N.C.

Orders are shipped via UPS Ground. Oversized shipments will receive UPS's standard additional charge. Expedited UPS delivery is available at an additional charge.

### Installation Guidelines

We recommend use of a professional installer.

We recommend a center support for pole spans over 6ft. in width and we will not guarantee against sagging over 6ft. without a center support. A bracket is recommended wherever the pole is spliced.

Brackets should be installed by screwing into wall studs or with suitable wall anchors to ensure a safe, reliable installation.

Standard color matched wall mounting hardware is included, although some installations may require specialized hardware not supplied.

## Claims and Return Policy

1. No claims will be considered after 30 days from invoice date.
2. No claims will be considered for more than the value of the invoice.
3. Full credit will be given in the event of our error.
4. In the event of a Customer error, a credit less a 25% restocking charge and freight costs will be given.
5. There is a minimum restocking charge of \$25.00.
6. We will not accept returns on poles that have been cut.
7. A return authorization number must be obtained for all returns.

A 25% or minimum \$25.00 restocking charge and freight charges apply.

Replacement finish samples are available upon request; contact Customer Service.

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## Wallcovering Terms & Policies

### To Order

Please order by design name and color. All orders must be placed and shipped in full bolt quantities. Have a contractor estimate the number of single rolls required. Orders must be rounded off to the nearest bolt size.

## Product Information

Screen-printed wallpapers are **priced by the single roll**, and **packaged and sold in double or triple rolls**. They are pre-trimmed and come in various widths and lengths. Refer to the specific wallcovering for actual dimensions; see example of the different types below:

20.5" wallpaper packaged in double rolls  
20.5" x 11 yds. (56.36 sq. ft.)

27" wallpaper packaged in double rolls  
27" x 9 yds. (60.75 sq. ft.)

27" wallpaper packaged in triple rolls  
27" x 15 yds. (101.25 sq. ft.)

## Grasscloth Wallcovering

Grasscloth wallpaper is 36" wide, pre-trimmed and priced by the yard. Sold and packaged in 8 yd. or 12 yd. lengths.

36" wide by 8 yds. long (72 sq. ft.)  
36" wide by 12 yds. long (108 sq. ft.)

Hand printed grasscloths are 34" wide and untrimmed. Priced by the yard and sold and packaged in 8 yard lengths.

34" wide by 8 yards long (68 sq. ft.)  
Minimum Order: 24 yards (204 sq. ft.)

Grasscloth is handcrafted of natural materials. Weave imperfections and subtle shade differences may occur among the rolls and are inherent to the product. Prior to installing, examine each roll carefully and select the most similar rolls for each wall. Care must be taken not to over wet the grasscloth. Do not let adhesive get on the decorative surface of the wallcovering.

## Coordinates

Wallpapers with coordinating fabrics may show variations in scale and color tones because of different production mediums and design variations and they may not always match exactly. It is important to have wallpaper and fabric in hand before any work is done. No claims will be recognized on wallcovering or fabric that has been processed in any way by the purchaser.

## Warranty and Claims

The highest quality workmanship is employed in the wallcovering production, but the final inspection and approval are the responsibility of the customer.

We are not responsible for labor costs incurred in hanging incorrect or imperfect material. Claims against wallcovering will not be accepted after cutting or hanging.

Color changes (hot spots) or discolorations due to un-neutralized plaster, additional paste, improper wall preparations or papering over old wallcoverings are not covered in the warranty.

Paints and other matching or coordinating materials should be matched to actual wallpaper and/or fabric, not to memo sample or sample book. When ordering, be sure to order sufficient quantity as it is not always possible to guarantee the same color run if additional material is needed. We recommend ordering an extra roll.

## Return Policy

Full, uncut bolts of wallcovering in unopened factory wrappers returned without fault to vendor will be subject to a 30% service fee. No returns after 30 days. Returns must be made only with authorization. Single rolls are not returnable; overage is not returnable. Merchandise returns should be shipped to our Receiving Department:

Fabricut Inc.  
Attn: Receiving Department  
9303 E. 46th Street  
Tulsa, OK 74145  
(800) 999-8200

## Hanging

BE CERTAIN ALL ROLLS ARE THE SAME PATTERN AND RUN NUMBER BEFORE CUTTING. Carefully examine your order for design, color, quantity or imperfections. All material should be in your possession prior to cutting wallpaper. All wall surfaces should be clean, dry and smooth.

PLEASE READ THE HANGING INSTRUCTIONS INSIDE THE ROLL OF WALLCOVERING TO MAKE SURE YOU HAVE THE CORRECT PRIMER, ADHESIVE AND PROCEDURE FOR THE SPECIFIC ITEM YOU ARE HANGING.

## Stripping

Some but not all wallcoverings are strippable. If listed in our price list or sample book as being strippable, to remove loosen the edge at the top, pull down and away from the wall to remove the wallpaper. It is not necessary to moisten or scrape.

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Version 3.10.01



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## 5 YEAR UPHOLSTERY WARRANTY & PERFORMANCE GUARANTEE

This warranty relates to Arc-Com Contract Upholstery purchased either direct from Arc-Com or through an original subcontractor.

Arc-Com warrants that all shipments are in accordance with the Textile Fibers Products Identification Act. These products are designed for a specific end use and are engineered to perform satisfactorily under reasonable commercial conditions during a single shift environment.

We guarantee that each shipment will be of first quality and produced to meet or exceed ACT (Association for Contract Textiles) quality and performance standards under the provision that they are manufactured, installed and maintained properly and documented on a regular basis subject to normal wear and tear usage for a period of five years.

We recommend using a minimum of 7 - 10 stitches per inch for tightly woven dobby's and 10 - 12 stitches per inch for jacquards, matelasse's and pocket weaves in addition to a minimum  $\frac{1}{2}$ " seam grab. For pocket weaves, we recommend the use of seam tape to prevent seam slippage. Care should be taken to also use the proper needle size relative to the type of fabric that is being sewn.

Arc-Com has no control over where our products are used. This guarantee makes the presumption that any product that is specified under this guarantee will be manufactured to the highest industry standards and used in an appropriate location and environment. Should a question arise for a specific product, we would be available for advice as to whether an item is appropriate. Should a dispute arise where our advice or recommendation was either not sought or followed, the final decision as to a product's appropriateness will be that of Arc-Com. This warranty becomes effective as of the date of Purchaser's invoice from Arc-Com.

In the unlikely event that this upholstery product does not perform satisfactorily when properly manufactured, installed and maintained on a regular documented basis under normal conditions using appropriate cleaning agents and methods, Arc-Com will replace the fabric at no charge to the original owner. This warranty begins as of the date of Purchaser's invoice from Arc-Com and does not include labor costs. Any post processing done after purchasing from Arc-Com will void this guarantee. Custom products are not covered under this guarantee and are handled on an individual basis.

When maintenance is required, make sure that any cleaning agents are appropriate for the product and are satisfactorily spot tested. Always test a small unexposed area to achieve satisfactory procedures and results before processing bulk quantities. Where any dispute arises, only the laws of the State of New York will be applicable.

Certain clothing dyes such as those used in denim jeans may have more of an affinity to and migrate more readily to both lighter fabric colors and coated upholstery products and are generally irreversible. Arc-Com will not assume responsibility for dye transfer and migration caused by this type of contamination.

THIS GUARANTEE TAKES EFFECT JUNE 1, 2017. ALL OTHER GUARANTEES FOR UPHOLSTERY BEING NULL AND VOID



## Product Warranty

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All Momentum Group products are produced to meet or exceed ACT (Association for Contract Textiles) quality and performance standards. A continuing guarantee under the Textile Fiber Products Identification Act is filed with the Federal Trade Commission. Additional fabric finishes applied to Momentum Group products after purchase will void any Momentum Group warranty.

We guarantee our fabric, pattern Foray, will perform in accordance with generally accepted industry standards when used under normal conditions and for the purpose intended for a period of ten (10) years from date of purchase.

In the unlikely event that one of our products does not perform to commercial standards, when specified for the purpose intended, properly installed, used in a "single-shift" environment and maintained under normal conditions using appropriate cleaning agents and methods, Momentum Group will replace said fabrics free of charge, but will not be responsible for any labor costs.

### Coated Fabrics

Certain clothing and accessory dyes (such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible. Momentum Group will not assume responsibility for dye transfer caused by external contaminants.



## **General Product Warranty**

CF Stinson LLC warrants that all materials purchased from us will perform according to original manufacturing specifications when used indoors as furniture upholstery and cared for according to cleaning and maintenance guidelines typically found on our sample cards and our website for a period of three years from the date of the original purchase.

In the unlikely event that one of these products does not perform when specified for the purpose and used and maintained under normal conditions, we will replace the material free of charge to the original purchaser.

The warranty provided herein is in lieu of any and all other warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular use. This warranty does not cover damage or decreased performance caused by punctures, tears or excessive wear, color loss of any kind, or improper furniture manufacturing or design. CF Stinson LLC disclaims all liability for incidental or consequential damage including, but not limited to, fabrication, installation, or other labor related costs.

We appreciate your confidence in the products of CF Stinson LLC.

C.F. Stinson, LLC  
2849 Product Drive  
Rochester Hills, MI  
48309 USA

248 299 3800 office  
248 299 3884 fax

[cfstinson.com](http://cfstinson.com)

**From:** William Webb  
**To:** [Botts, Rene](#)  
**Subject:** Re: 5750 OF, Kellex brand furniture or equivalent ITB  
**Date:** Tuesday, February 13, 2018 10:55:35 AM

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Hello Rene,

Once the fabrics are all in stock and have been received at the factory, I think you will receive the furniture in 10 weeks.

If you will need anything more, please contact me.  
Thanks for getting me to laugh today.

Have a Happy Valentine's Day.

Regards,



William Webb  
[www.furniturebywilliamwebb.com](http://www.furniturebywilliamwebb.com)  
2130 Kings Rd.  
Carrollton, TX 75007  
Office: 214-483-3476  
Fax: 972-394-6429  
Cell: 469-556-2917  
Email: [furniturebywilliam@gmail.com](mailto:furniturebywilliam@gmail.com)

On Tue, Feb 13, 2018 at 10:12 AM, Botts, Rene' <[rene.botts@nebraska.gov](mailto:rene.botts@nebraska.gov)> wrote:

William,

Can you clarify initial delivery ARO for your submitted bid 5750 OF, Kellex Brand Furniture or Equivalent?

Thank you,

**René A. Botts, C.L.S.S.Y.B.**

*Buyer III* | Materiel Division, State Purchasing Bureau

[1526 K Street, Suite 130 | Lincoln, NE 68508](#)

[Nebraska](#) Department of Administrative Services

OFFICE [402-471-0971](tel:402-471-0971)

FAX [402-471-2089](tel:402-471-2089)

[rene.botts@nebraska.gov](mailto:rene.botts@nebraska.gov)

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