



NOTICE OF AWARD OF PRICE CONTRACT

Wieland Furniture Inc.
PO Box 1000
13737 North Main Street
Grabill, IN 46741

Representative: Blair Wieland

Phone: 800-777-5055

Fax: 219-627-6496

Table with contract details: PRICE CONTRACT NO., CONTRACT PERIOD, RENEWAL OPTION, COMMODITY/SERVICES, TERMS, DELIVERY TIME, INVITATION NO., DEPARTMENTS. Includes note: ALL PRICES ARE F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED

The Contractor is hereby awarded this Price Contract to furnish the items listed AS MAY BE REQUIRED by the University of Kentucky during the period indicated. Variations in specifications will not be accepted. SHIPMENTS ARE TO BE MADE ONLY UPON RECEIPT OF OFFICIAL NOTIFICATION.

DESCRIPTION

This is a Price Contract for Wieland furniture based on Invitation to Bid UK-0117-1 for the use by the University of Kentucky in accordance with the terms, conditions and specifications set forth herein.

CONTRACT PERIOD

The contract will be in effect April 20, 2001 through April 19, 2002, with an option to renew on a year-to-year basis not to exceed four (4) additional years.

OFFICIAL APPROVAL
UNIVERSITY OF KENTUCKY

OFFICIAL SIGNATURE

Naomi Emmons / (859) 257-9100 ext. 230

Signature

Date

Director/Assistant Director

Date

Typed or Printed Name

Title

TERMS AND CONDITIONS

The requirements referenced in Invitation to Bid UK-0117-1 and the General Terms and Conditions are the only acceptable terms to this solicitation.

CONTRACT LIMITATIONS

The University of Kentucky reserves the right to utilize State, KEPC or GSA contracts and/or to solicit competitive bids for items covered under these Price Contracts when it is in the best interest of the University to do so.

These Price Contracts are not intended to preclude the purchase of similar products when requested by various departments.

QUANTITIES

The Price Contracts established from Invitation to Bid UK-0117-1 shall have no guarantee of any specific quantity. The University will be obligated to purchase only that quantity needed during the term of proposed Price Contracts or any extensions thereof.

BASIS FOR PRICE QUOTATION

Bids must be in the form of a discount from the current price list(s) published by each specified manufacturer, which must be submitted with bid. Bids must be made on the full line from the manufacturer requested. All current price lists available from the same manufacturer on full line quotations must be submitted and stated clearly on the Form of Proposal. Any deviations in discounts from various price lists must also be stated clearly on the Form of Proposal. The University reserves the right to delete items that are not applicable to the University's needs.

Separate bids will be requested for "delivered and installed" requirements, "delivered and installed with wage rate projects" requirements, "quick ship" requirements and/or "drop ship" requirements for specified manufacturers.

PREVAILING WAGE RATES TO BE PAID TO INSTALLERS

There will be occasional projects that will require the payment of prevailing wage rates to the workmen completing the installation of the furniture purchased. To provide for this situation the bidder will be required to offer a separate bid price for orders requiring prevailing wage rates to be paid. These situations will occur on capital projects that have total a scope that exceeds \$250,000. The wage rate that must be paid will be that prevailing wage rate determination assigned to the project in question. Prevailing wage determinations are established by the Kentucky Labor Cabinet and may change periodically. For the purposes of this requirement "installing" does not include the unboxing and setting in place loose furniture, except when it is a part of a project that includes the "installation" of furniture requiring the payment of wage rates. Should this situation occur wage rates assigned to the project in question would be applicable to all labor expended in the delivery and installation.

PRICE LIST

With this award, the contractor will be required to furnish complete catalog binders with current price lists to approximately five (5) University departments. Contractor must supply more if so requested. Updates on products and prices must be sent to each of these departments as they occur.

PRICE ADJUSTMENTS

Price Increases

All price lists submitted with Invitation to Bid UK-0117-1 must be firm for the initial period of the Price Contracts. New price lists will be accepted at contract extension time only.

It shall be the responsibility of the contractor to request all price changes in writing, with documentation (new price lists), to the Division of Purchasing forty-five (45) days prior to the end of the current contract period. Upon review of said documentation and the consent of the University of Kentucky, and upon written notification from said University, the requested price changes shall become effective.

Original quoted discounts must remain the same throughout the life of the contract.

Price Decreases

The contract prices shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Division of Purchasing with notice of any price decreases as soon as such decreases are available.

Special Prices

The Price Contracts will not preclude the University from accepting special price considerations when offered by the contract holders due to quantity, seasonal, or promotional inducements.

DELIVERY

As provided in the Invitation to Bid, the contractor will clearly state the maximum calendar days required for delivery upon receipt of order. Delivery times must be specific and such phrases as "as required", "as soon as possible", or "prompt" have no meaning and will be cause for rejection of a bid. Delivery times quoted to complete an entire order must be realistic; excessive delivery times quoted may be cause for rejection of the bid.

Delivery in Arrears

When delivery is not made as provided by the contract, and the Division of Purchasing has been properly notified by the using department, the Division of Purchasing reserves the right to make a purchase on the open market, with all cost in excess of the contract price being charged back to the vendor. Any difference of monies will be deducted from monies owed the contractor by the University. Failure on the part of the contractor to meet delivery dates shall also be cause for cancellation of the contract, removal from the University of Kentucky bid list, or both.

Rejection of Delivery

A. Damaged Materials

When an order is received and found damaged, the contractor will be notified immediately concerning the course of action necessary to resolve the situation. Should replacement materials be required, said material will be replaced within ten (10) working days, unless there is just cause shown that this requirement cannot be

met. A notice of disposition for damaged materials will also be required within ten (10) working days, or the University will dispose of, or return, said materials at their convenience.

B. Overshipments and Incorrect Materials

It is the responsibility of the contractor to initiate the movement of said materials from the University's premises and send replacement materials within the (10) working days, unless there is just cause shown that this requirement cannot be met. Failure by the University to receive disposition instructions will result in a collect return shipment to the vendor.

METHOD OF SHIPMENT

All shipments shall be made in the method that is in the best interest of the University. All shipments shall be made in the standard manufacturer's cartons, except in those instances where blanket wrapped shipments are feasible and expected. Each carton or blanket wrapped item should be clearly identified with manufacturer name and model number, users name and address, the purchase order number, and "TAG" if requested on purchase order. All shipments are to be made in the quantities and time periods as stated on each users purchase order. Contractor is responsible for immediately notifying the users of any deviations from the users purchase order.

QUICK SHIP

Contractor shall be required to offer a quick ship program when such is available. Contractor shall detail the items available and the time frame associated with each.

FREIGHT

Freight on all shipments shall be prepaid and the expense borne by the contractor.

F.O.B. POINT

All items shall be shipped F.O.B. Destination. The contractor will be fully responsible for all items while in transit. Any freight claims will be the responsibility of the contractor. Any damaged shipments will be rejected by the University of Kentucky and immediate notification given the contractor.

INVOICING AND PAYMENT

The University of Kentucky shall pay only upon completion of an order and when all invoices are correct. All invoices must be mailed to the address as specified on each purchase order and must reference the following:

1. Purchase order number
2. Ship to address
3. Description of items purchased
4. Prices as stipulated by contract

The contractor will accept responsibility for invoicing per the pricing structure quoted in the Invitation to Bid.

PROMPT PAYMENT DISCOUNTS

If the contractor offers a prompt payment discount, the date the order is completed will be used to compute all such discounts.

RETURN/RESTOCK POLICY

The contractor was to include a copy of their Return/Restock Policy with their bid. This will become a part of any awarded Price Contract.

WARRANTY

The manufacturer's standard warranty shall apply. The contractor was to include a copy of the warranty with the bid. Warranty to become effective upon acceptance and installation.

FIRE RATING GUIDELINES

The following fire rating guidelines must be met on applicable items bid. It is the contractor's responsibility to see that these guidelines are met on product specified.

Upholstered Furniture

Fabric must meet one of the following: Class A or Class I per ASTM-E-84; Boston Fire Code; NFPA701; CA117; UFAC Class I; BIFMA.

General office furniture foam should preferably meet one of the following: Boston Fire Code; NFPA701; CA117.

Public Lounge/Housing foam must meet one of the following: CA117; NFPA701; Boston Fire Code.

Unit as a whole may meet one of the following: CA133; or 117; NFPA260; NFPA261; UFAC Class I; BIFMA. UFAC Class I not acceptable for Public Lounge/Housing.

ADDITIONAL RELATED ITEMS

The University of Kentucky reserves the right to add additional related items based on the discount submitted in the original bid and based upon product line. Upon mutual consent of the University and the contractor on pricing, delivery, etc. said material shall be added to the contract.

EXTENDED PRICING

The contractor be willing to extend their pricing to other state universities and private institutions?

Yes X

No

SPECIAL SERVICES

Special services are required by various University of Kentucky Departments and must be included in price bid. The contractor must be able to provide these services when requested. Failure to meet the stipulations will lead to contract cancellation subject to a 30 day written notice. The inability to provide said service will be cause for bid rejection.

The contractor submitting quotations on "delivered and installed" requirements, "delivered and installed with wage rate projects" requirements, "quick ship" requirements and/or "drop shipment" requirements must be able to provide the following services when requested:

- A. The contractor must provide on-site interior design services as needed to assist departments in determining their needs. Interior design services are to include, but not be limited to, space planning, selection of appropriate furnishings, written product pricing and specifications, and color/finish selections.
- B. The contractor must be able to provide trained and knowledgeable sales people to assist departments with furniture needs, keep them abreast of changes in the office environment, and to provide assistance after the product is received with adjustments and use of new product.
- C. The contractor must insure order entry and follow-up on orders with the manufacturers to guarantee "on time" deliveries.
- D. The contractor must supply catalogs and price lists as needed by various University departments. Must also supply updates on catalogs and price lists as needed. It shall be the contractors' responsibility to keep the Division of Purchasing's catalogs and price lists current.
- E. The contractor must furnish samples to various departments for major projects, at no charge, for their evaluation.
- F. The contractor must state servicing dealer name, address, phone, fax, if other than bidder.
- G. Delivered and installed orders are based on regular working hours 8:00am to 5:00pm Monday through Friday. If additional hours are required, the University designer must approve any additional charges.

Contractor submitting quotations on "delivered and installed" requirements must also be able to provide the following additional services:

- A. The contractor must have the ability and personnel to uncarton and install furniture as required.
- B. The contractor must coordinate installation on projects with appropriate personnel, which includes other contractors, University Design and Construction, University Physical Plant, and the contact person referenced on the purchase order.

- C. The contractor must initiate follow-up procedures after installation to insure customer satisfaction.
- D. The contractor must have the ability to provide the service of receiving, warehousing, and redelivering furniture. This service shall include, but not be limited to, the following:

1. The contractor must have sufficient warehouse space to accommodate both large and small projects. Warehouse space would be no additional charge to the University of Kentucky for 30 days from the University's confirmed delivery date.
2. The contractor must be able to insure and provide proof of insurance on all items warehoused.
3. The contractor must be able to inspect for damage and certify that the correct merchandise was shipped and received.
4. If the contractor is unable to deliver a shipment and must warehouse for more than a two (2) week period due to the University's error, the using department will then agree to authorize partial payments. Ninety (90) percent of the total shipment will be paid when the shipment is received and warehoused by the contractor. The remaining ten (10%) percent will be paid upon completed delivery and installation.
5. The contractor must state authorized installation dealer name, address, phone, fax, if other than bidder.

CANCELLATION OR TERMINATION

The contracts established from this Invitation to Bid shall be cancellable during their life for malperformance, non-performance, commodity substitution or other failure to comply with contract terms and conditions on the part of the contractor.

Failure to provide adequate contractor representation, failure to invoice accurately and promptly in accordance with the terms, prices, and conditions of the Price Contract, and failure to meet delivery dates may also be cause for cancellation of contracts, removal from the University of Kentucky bid list, or both. Said contracts shall be null and void upon receipt of written notification from the Director of Purchasing, University of Kentucky.

The University of Kentucky reserves the right to terminate the contract upon thirty (30) days written notice to the contractor in whole or in part when it is in the interest of the University, in the sole discretion of the University. In such case, the Contractor shall be paid for all work in place and a reasonable allowance for profit and overhead on work done, provided that such payments shall not exceed the total Contract price as reduced by the value of the work as yet not completed. The Contractor shall not be entitled to profit and overhead on work not performed.

INSURANCE

The successful Contractor shall procure and maintain, at its expense, the following minimum insurance coverages insuring all services, work activities and contractual obligations undertaken in this Invitation to Bid. These insurance policies must be with insurers authorized to transact business in Kentucky.

Workers' Compensation

Statutory Requirements

Employers' Liability

\$500,000/\$500,000

Commercial General Liability Including operations/completed Operations, products, and Contractual Liability (including Defense & investigation costs) Including this contract	\$1,000,000 each occurrence (BI/PD combined) \$2,000,000 Products & completed operations aggregate limit \$2,000,000 general aggregate
Business Automobile Liability For any auto owned, hired, Borrowed or non-owned	\$1,000,000 each occurrence (BI/PD combined)

The successful Contractor agrees to furnish Certificates of Insurance for the above described coverages and limits to the University of Kentucky Division of Purchasing. The University of Kentucky, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to this Invitation to Bid. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by UK. All of these required policies must include a Waiver of Subrogation in favor of the University of Kentucky, its trustees and employees.

METHOD OF AWARD

It is the University of Kentucky's intent to award Price Contracts per manufacturer listed. The award will be made to the responsive and responsible bidder who bids the highest average discount offered for each manufacturer for delivered and installed items.

Company Official responsible for contract:

Name: Jeffrey M. Kobee
Address: PO Box 1000
Grabill, IN 46741
Phone No.: 800-777-5055 ext. 256
Fax No.: 219-627-6496

Sales Representative responsible for contract:

Name: Jan Neukomm
Address: 4700 Cypress Creek Circle
Lexington, KY 40515-1237
Phone No.: 859-272-5926
Fax No.: 859-272-6149

Inside Personnel to contact for pricing help:

Name(s): Mike Taritas
Phone No.: 800-777-5055 ext. 245
Fax No.: 219-627-6496

Inside Credit Personnel to contact for invoicing problems:

Name(s): Aimee Gibson
Phone No.: 800-777-5055 ext. 213
Fax No.: 219-627-6496

Servicing Dealer if other than bidder:

Name(s): Installer's Plus, Inc.
Phone No.: 859-388-9151
Fax No.: 859-389-7940

Installing Dealer if other than bidder:

Name(s): Installer's Plus, Inc.
Phone No.: 859-388-9151
Fax No.: 859-389-7940

A Separate Form Must Be Submitted For Each Manufacturer If Information Varies.

One copy of each of the following must be enclosed for each manufactured bid:

- Current Price List(s) Dated (Enclose a copy with Bid)
- Return / Refund Policy
- Warranty Statement
- Contract Representatives Form

Manufacturer	% Discount On Drop Ship	% Discount on Quick Ship Program	% Discount On Delivered And Installed Items	% Discount On Delivered And Installed Items With Wage Rate Project
Falcon				
Herman Miller				
Jasper Chair				
Knoll				
Krueger International				
Loewenstein				
Nemschoff				
Sauder				
Hon				
Cabot Wrenn				
Fixtures				
Weiland #119, 2/1/2001	50%	n/a	45%	45%
Worden				
Thonet				
Keilhauer				