Last saved on 09/23/2014 12:00 PM

TUESDAY, SEPTEMBER 23, 2014 CITY COUNCIL REVISED AGENDA 6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Chairman Henderson).
- III. Minute Approval.
- IV. Special Presentation.
- V. <u>Ordinances Final Reading</u>:

ECONOMIC AND COMMUNITY DEVELOPMENT

a. <u>An ordinance amending Chattanooga City Code, Part II, Chapter 11, Article XVI, Section 11-456, relative to the Small Business Incentive Grant Program.</u>

PUBLIC WORKS AND TRANSPORTATION

<u> Public Works</u>

- b. <u>MR-2014-082</u> Jonathan Wocher, AICP, Leed GA (Abandonment). An ordinance closing and abandoning of a sewer easement lying between properties at 1300 and 1450 East 3rd Street and 340 North Holtzclaw, subject to relocation of the sanitary sewer as approved by the City Engineer. (District 8)
- VI. Ordinances First Reading:

PUBLIC WORKS AND TRANSPORTATION

<u>Transportation</u>

- a. <u>MR-2014-065</u> Hopkins Surveying for Fountain Head Properties (Abandonment). An ordinance closing and abandoning of an unopened alley at 1400 Fairleigh Street at the rear of the property at 2805 Riverside Drive. (Recommended for approval by Transportation) (District 8)
- VII. <u>Resolutions:</u>

ECONOMIC AND COMMUNITY DEVELOPMENT

a. <u>A resolution authorizing the Administrator of the Department of Economic and Community Development to enter into and execute a Donation Agreement between the City of Chattanooga and the Trust for Public Land, to accept properties at no cost, by way of a Limited Warranty Deed, for the purpose of a bike park **located on Spears Avenue**. (District 1) (Revised)</u>

Revised Agenda for Tuesday, September 23, 2014 Page 2 of 5

- b. <u>A resolution authorizing the acceptance of funds from Hamilton County</u> <u>Commissioner Greg Beck for the benefit and support of the Shepherd</u> <u>Community Action Council's Neighborhood Partners Project Community</u> <u>Bus Shelter, in the amount of \$1,281.00.</u> (District 6)
- c. <u>A resolution authorizing the Administrator of the Department of Economic and Community Development to enter into a Personal Services Contract with Neighborhood Reinvestment Corporation d/b/a NeighborhoodWorks America for neighborhood leadership training, for an amount not to exceed \$40,110.00.</u>

MAYOR'S OFFICE

- d. <u>A resolution to confirm the Mayor's re-appointment of Andre Harriman</u> (District 3) to the Beer Board for an expired term of July 31, 2017. (District 3)
- e. <u>A resolution to confirm the Mayor's appointment of Lee Deer (District 5)</u> to the Beer Board for an expired term of July 31, 2017. **(District 5)**
- f. <u>A resolution to confirm the Mayor's re-appointment of Ron Smith (District</u> <u>6) to the Beer Board for an expired term of July 31, 2016</u>. **(District 6)**

<u>PLANNING</u>

- g. 2014-102 Wadsworth Old Chicago, Inc./Northgate Mall-Hixson Mall, LLC (Special Exceptions Permit). A resolution approving a Special Exceptions Permit for use of a late night entertainment center located at 250 Northgate Mall Drive, more particularly described in the attached documents. (District 3)
- h. <u>A resolution authorizing Tennessee Stillhouse, LLC to operate an intoxicating liquors manufacturing plant and approving a Special Exceptions Permit for a distillery at 1439 Market Street, subject to certain conditions.</u> **(District 8)**

PUBLIC WORKS AND TRANSPORTATION

<u>Public Works</u>

i. <u>A resolution authorizing the waiver of the East Lake Park fees and deposit associated with the free community event to be held on September 28, 2014, for an amount not to exceed \$200.00. (District 7)</u>

<u>Transportation</u>

j. <u>A resolution authorizing Washington Hills Neighborhood Association c/o</u> <u>Calvin Jones to use temporarily 4628 Oakwood Drive for the installation</u> <u>of a neighborhood sign, as shown on the photo attached and made a part</u> <u>hereof by reference, subject to certain conditions.</u> **(District 5)**

Revised Agenda for Tuesday, September 23, 2014 Page 3 of 5

k. <u>A resolution authorizing the Administrator for the Department of</u> <u>Transportation to apply for and, if awarded, accept a grant from the</u> <u>Lyndhurst Foundation for the Virginia Avenue Neighborhood Greenway,</u> <u>in the amount of \$75,500.00.</u> (District 7)

PURCHASING

- l. <u>A resolution authorizing the City Purchasing Agent to execute an</u> <u>Interlocal Agreement with National Joint Powers Alliance (NJPA) and all</u> <u>other documents necessary to allow for the purchase of goods and</u> <u>services from the cooperative.</u>
- VIII. <u>Departmental Reports</u>:
 - a) Police.
 - b) Fire.
 - c) Economic and Community Development.
 - d) Youth and Family Development.
 - e) Transportation.
 - f) Public Works.
 - g) Finance.
- IX. Other Business.
 - a) Bacchus Wine & Spirits Hwy. 153
 - b) JJ Liquor Rossville Blvd.
- X. Committee Reports.
- XI. Agenda Session for Tuesday, September 30, 2014.
- XII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- XIII. Adjournment.

TUESDAY, SEPTEMBER 30, 2014 CITY COUNCIL AGENDA 6:00 PM

- 1. Call to Order.
- 2. Pledge of Allegiance/Invocation (Councilman Mitchell).
- 3. Minute Approval.
- 4. Special Presentation.
- 5. <u>Ordinances Final Reading</u>:

PUBLIC WORKS AND TRANSPORTATION

<u>Transportation</u>

- a. <u>MR-2014-065</u> Hopkins Surveying for Fountain Head Properties (Abandonment). An ordinance closing and abandoning of an unopened alley at 1400 Fairleigh Street at the rear of the property at 2805 Riverside Drive. (Recommended for approval by Transportation) (District 8)
- 6. <u>Ordinances First Reading</u>:

PUBLIC WORKS AND TRANSPORTATION

<u>Public Works</u>

- a. <u>An ordinance to amend Part II, Chattanooga City Code, Article VI, Chapter</u> <u>18, Section 18-106, relative to wood recycling and compost facility.</u>
- 7. <u>Resolutions:</u>

MAYOR'S OFFICE

a. <u>A resolution to confirm the Mayor's appointment of Dan Mayfield (District</u> <u>4) to the Beer Board for an expired term of July 31, 2017.</u> **(District 4)**

POLICE

b. <u>A resolution authorizing the acceptance of the donation of two (2) police</u> <u>bicycles from the Riverfront Business and Resident Partnership (RBRP).</u>

PUBLIC WORKS AND TRANSPORTATION

<u>Transportation</u>

c. <u>A resolution authorizing WFM Holdings, LLC c/o John P. McClellan to use</u> temporarily a deck to be constructed adjacent to the building within the alleyway located at 538 Cherokee Boulevard, as shown on the photos and drawings attached hereto and made a part hereof by reference, subject to certain conditions. (District 1)

Revised Agenda for Tuesday, September 23, 2014 Page 5 of 5

- d. <u>A resolution authorizing the Administrator of the Department of</u> <u>Transportation to award Contract No. T-14-013-201 to Geostabilization</u> <u>International, Elder Mountain Road Slope Repair, for an estimated cost of</u> <u>\$140,497.00.</u> (District 1)
- e. <u>A resolution authorizing the appointment of Kevin Taylor as a special police officer (unarmed) for the Chattanooga Area Regional Transportation Authority (CARTA), to do special duty as prescribed herein, subject to certain conditions.</u>

YOUTH AND FAMILY DEVELOPMENT

- f. <u>A resolution authorizing the Administrator of the Department of Youth</u> <u>and Family Development to apply for and, if granted, accept a grant from</u> <u>the CHAMPS Food Program, in the amount of \$50,000.00.</u>
- 8. <u>Departmental Reports</u>:
 - a) Police.
 - b) Fire.
 - c) Economic and Community Development.
 - d) Youth and Family Development.
 - e) Transportation.
 - f) Public Works.
 - g) Finance.
- 9. Other Business.
- 10. Committee Reports.
- 11. Agenda Session for Tuesday, October 7, 2014.
- 12. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
- 13. Adjournment.

City Council Purchases 09-23-2014

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R101669 Finance & Administration	Payment for Election Expenses	æ		Hamilton County Election Commission	\$28,901.`16	General Fund	Recommendation for payment to the Hamilton County Election Commission for Chattanooga Referendum Election Ordinance 12781.
R101158 Mayor's Office	Purchase of Workstations and Chairs for 311 Call Center			CWC	\$53,196.49	Gen Government Capital Projects	New purchase of workstations and chairs for the 311 Call Center. This purchase will utilize the US Communities cooperative purchasing contract for furniture contract No. 4400003403. TCA 6- 56-304.2 allows for this purchase exempted from the usual advertising and bidding procedures.



City of Chattanooga Mayor Andy Berke

September 16, 2014

Mr. Brent Messer Chief Information Officer Information Services Department 100 East 11th Street, 4th Floor Chattanooga, TN 37402

Subject: Workstations and Chairs for 311 Call Center – Information Services Department – Division of the Mayor's Office – Organization – A00501

Dear Mr. Messer:

Council approval is recommended for the purchase, delivery, and installation of new workstations and chairs for the 311 Call Center. The attached quote includes the purchase, delivery, and installation of new workstations and chairs for the 311 Call Center of the Information Services Department, Division of the Mayor's Office.

This purchase is from CWC, utilizing the U.S. Communities Office Furniture Contract No. 4400003403. The total amount of the quotation is \$53,196.49. A copy of the quotation is attached for your review.

TCA 6-56-304.2 allows for this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,

Javid Carmody Purchasing Manager

DC/sl

Attachments

Lea Sharon

From:	Smith Christopher
Sent:	Tuesday, September 16, 2014 12:21 PM
То:	Lea Sharon
Subject:	Fwd: Furniture Quotation
Attachments:	CHATTANOOGA 311 CALL CENTER UPGRADE 9-16-14.pdf; HMI_Warranty.pdf; Sit On It
	Seating Warranty.pdf

Here's the new quote from CWC with Herman Miller products.

Christopher Smith IT Technician City of Chattanooga Information Technology 100 E 11th St, Suite 400 Chattanooga, TN 37402 Cell: 423-910-9636 Office: 423-643-6321 <u>csmith@chattanooga.gov</u> Sent from Android

------ Original message ------From: Jeff Allen <<u>jeff.allen@c-w-c.com</u>> Date:09/16/2014 11:58 AM (GMT-05:00) To: <u>smart@chatt.gov</u>, jeffery_d@chatt.gov, Henley Liz <<u>henley_l@chattanooga.gov</u>>, <u>messer_b@chatt.gov</u> <u>woods_rosh@chatt.gov</u> Cc: Smith Christopher <<u>csmith@chattanooga.gov</u>> Subject: Furniture Quotation

Good afternoon, attached please find the furniture quotation for the Chattanooga 311 Call Center, and the Warranty information for both Herman Miller and Sit on It. Please feel free to call me with any additional questions.

Thank you,



Jeff Allen, Account Executive

CHATT. 311 CALL CENTER Furniture Upgrade

CWC Jeff Allen 631 Broad Street Chattanooga Tn. 37412

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CHATT. 311 CALL CENTER

9-15-14

Furniture Upgrade

CWC Jeff Allen 631 Broad Street Chattanooga Tn. 37412

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9/16/2014 11:32:46 AM

CWC Jeff Allen 631 Broad Street Chattanooga Tn. 37412

CHATT. 311 CALL CENTER

9-15-14

Furniture Upgrade

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CHATT. 311 CALL CENTER Furniture Upgrade

9-15-14

CWC Jeff Allen 631 Broad Street Chattanooga Tn. 37412

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9/16/2014 11:32:47 AM

CHATT. 311 CALL CENTER

CWC Jeff Allen 631 Broad Street Chattanooga Tn. 37412

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9-15-14



A warranty is a promise.

Here's ours: 12 years, 3 shifts, labor included

Our warranty covers everything—including electrical components, casters, pneumatic cylinders, tilts, and all moving mechanisms.

It recognizes the changing nature of work and the need for products that can stand up to continuous use.

And it means that when warranty work is performed in the U.S. and Canada, Herman Miller foots the bill.

At Herman Miller, we work for a better world around you. Our products and our promise to stand behind their quality 100 percent—are designed to improve your environment whether it's an office, hospital, school, home, an entire building, or the world at large.



All products sold under the Herman Miller brand, including Herman Miller Collection, Herman Miller Healthcare, and Geiger", are backed by our 12-year. 3-shift warranty, except as limited or described below. Warranty information for Nemschoff Chairs, Inc., can be found by visiting nemschoff.com/customer-service/warranty.

Herman Miller Products

5 years

Ardea¹ personal light, Connect^{*} power and data, Flute^{*} personal light, laptop holder (Y7522.), laptop/projector stand (Y7524.), Logic Power Access Solutions^{*}, single monitor arm (Y7520.), Tone^{*} personal light, Twist^{*} LED task light

1 year

Formwork stackable desktop storage

Herman Miller Collection Products

5 years

AGL Table Group¹²; Bevel Sofa Group; Bolster Sofa Group; Capelli stool; Eames¹⁴ chaise, desk units, Hang-It-All¹⁴, lounge chair and ottoman, molded plywood lounge and dining chairs, molded fibergtass chairs, molded plastic chairs, molded wood side chairs, molded plywood coffee table, molded plywood folding screen, rectangular coffee table, sofa compact, storage units, two- and three-seat sofas, upholstered molded fiberglass chairs, upholstered molded plastic chairs; walnut stool, wire base elliptical table, wire base low table, and wire chairs; Goetz¹⁴ sofa; Nelson¹⁴ basic cabinet series, coconut chair, marshmallow sofa, miniature chests, pedestal slool, platform bench, platform bench cushion, swag leg group, thin edge group, and x-leg tables; Noguchi¹⁴ table and Noguchi Rudder Table¹⁵; Wireframe ¹ sofa group

3 years

Eames aluminum group outdoor, Eames table outdoor, and Eames wire base low table outdoor, Nelson pedestal table outdoor

None

Beware of Imitations Poster, Girard Throw, Maharam' Memory 3 Game, Maharam Pillows, Textiles & Objects Poster

Herman Miller Healthcare Products

5 years

Compass - above-bed light: Procedure/Supply Carls basic, deluxe, and proximity keyless lock bars (CT621,, CT630.D, CT630.P)

3 years

Compass system faucets; electric motors for height-adjustable tables and keyless entry lock bar (CT620.)

1 year

Compass system faucet sensors and control box

Herman Miller Options" and Vary Easy*

Standard product warranty unless otherwise noted on individual product, quotes

Herman Miller Materials

5 years

Herman Miller proprietary fabrics applied to seating products (exceptions covered under 12-year warranty include AireWeave", Balance, Bingo, Colorguard, Crepe, Crossing, FLEXNET", Leather, Lyris 2°, MCL Leather, Pellicle*, and Rhythm)

3 years

Herman Miller Textile Alliance Program 🕾

1 year

Herman Miller Design on Textile (DOT') and Customer's Own Image (CDI)

All Other Products, Parts, and Services

5 years

Electronic ballasts used in task lighting; mechanical components (drive shaft, crank handle, etc.) on Everywhere[®] table legs (DT6 and DT7), Renew[®] Sit-to-Stand Tables, and Locale[®]

3 years

All service parts

2 years

Electrical components (switch, control box, etc.) on Everywhere table legs (DT6 and DT7), Renew Sit-to-Stand Tables, and Locale

6 months

All other products, parts, and any services not listed above, sold or furnished by Herman Miller or its subsidiaries, except for consumable products such as light bulbs, fans, keyless locks, and other electronic products for which no warranty is given

Other Manufacturers' Products

2 years

Magis- and Mattiazzi-branded products are warranted for two years from the date of purchase by the original purchaser

None

Herman Miller will pass through to the original purchaser any warranty supplied by other manufacturers to the extent possible, including, but not limited to, open-line laminates.



Provisions that apply to all Herman Miller-branded products and services:

Herman Miller, Inc. ("Herman Miller"), 855 East Main Avenue, PO Box 302. Zeeland, Michigan 49464-0302, USA, warrants the products sold by it and its subsidiaries to be free from defects in material and workmanship, regardless of the number of shifts during which the products are used, for the warranty periods specified.

This warranty covers the sale of Herman Miller product in all countries. Not all of the product lines appearing on this list are marketed by Herman Miller in all countries, and appearance on this list does not imply an offer for sale of a product line in a particular place. Product line availability is defined in current price lists applicable to different regions.

During the applicable warranty period, Herman Miller, as its sole obligation, will repair or replace (at its option) any product, part, or component covered by this warranty and sold after the effective date of this warranty which fails under normal use as a result of a defect in material or workmanship; Herman Miller will repair or replace the aforementioned product, part, or component with a comparable product, part, or component.

This warranty extends only to the original purchasers who acquire new product from Herman Miller, its subsidiaries, or its authorized resellers. Any product, parl, or component must have been used according to Herman Miller's published instructions and installed and maintained by a Herman Miller factory-trained technician or an authorized Herman Miller dealer installer, if these requirements are met, warranty coverage will be extended. Any misuse, abuse, or modification to the original product voids the warranty, Herman Miller does not warrant the performance of the product when used in combination with other than original Herman Miller product.

The warranty period starts from the date of purchase.

This document inclusively describes all of the warranties given and remedies available with respect to the company's products and services. Horman Miller and its subsidiaries disclaim any other warranty whether express or implied, statutory or otherwise, in relation to the products.

Herman Miller does not warrant:

- natural variations in wood grain or figure or the presence of character marks
- changes in surface finishes, including colorfastness, due to aging or exposure to light
- · marks, scars, or wrinkles occurring naturally in leather
- veins, marks, voids, fissures, or cracks found naturally in stone.

In addition, Herman Miller does not warrant:

- · failure resulting from normal wear and tear
- pilling of textiles
- the matching of colors, grains, or textures of natural materials.
- the colorfastness or the matching of colors of textiles, including an exact match to cuttings, samples, or to swatch cards
- damage, marking, or staining of veneer surfaces due to contact with rubber or similar compounds; damage from sharp objects or imprinting from writing instruments, or prolonged exposure to direct sunlight

- discoloration of Lyris^{*}, Lyris 2, and any light-colored textiles due to soiling, stains, or dye transfer from clothing including denim
- foreign objects abrading fabric over time

Herman Miller tests Customer's Own Material (COM) and other customersupplied items for manufacturing quality only and does not provide any warranty with regard to these materials.

Herman Miller docs not warrant products that are exposed to extreme environmental conditions or that have been subject to improper storage.

Herman Miller's products meet the requirements of national and specific local codes as stated in the price books and other written publications.

TO THE EXTENT ALLOWED BY LAW, ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND TO THE EXTENT THEY ARE LEGALLY REQUIRED, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY.

HERMAN MILLER SHALL NOT BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Applies in US only: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in the two preceding paragraphs may not apply. This warranty gives the purchaser specific tegal rights; however, the purchaser may also have other rights that may vary from state to state.

Applies outside US: Except as stated above, Herman Miller will not be liable for any loss or damage (including costs) however caused, whether direct or consequential, incurred or suffered by the purchaser or any third party in respect of the products but nothing contained herein will or will be considered to exclude or restrict any liability on Herman Miller's part for death or personal injury resulting from negligence.

Effective August 2014

HermanMiller

For some information about our products and seconds on to set a list of dealers, algebre should a sear were normalized out on a stability of the second second second second second second second

Container man million Inc., Zeeland, Michigan

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SITONIT SEATING LIMITED LIFETIME WARRANTY

SitOnIt Seating (the "Company") warrants to the original end user that this product will be free from defects in its material and workmanship when used in a Single Shift (standard 8 hour day, 5 days per week) except as set forth below.

EXCEPTIONS TO THE LIFETIME WARRANTY COVERAGE

12-Year Warranty Coverage for Multi-Shift Use (24/7):

• Amplify, Torsa and Wit

10-Year Warranty Coverage for Multi-Shift Use (24/7):

Non-Stop Heavy Duty and chairs purchased with an HD Option

5-Year Warranty Coverage:

- Census and Swirl
- Fabric, Foam, Knit Back, Mesh and Plastic

2-Year Warranty Coverage:

• Fabric and Foam Cushioning for Non-Stop Heavy Duty, Freelance Heavy Duty and Chairs Purchased with an HD Option

THE COMPANY DOES NOT WARRANT

- COM/COL textiles
- Product abuse or misuse
- User modification of or attachments to the product
- Products or parts not used, maintained or installed in accordance with the Company's installation, maintenance and/or applicable guidelines
- Products that are exposed to extreme environmental conditions and/or have been subject to improper storage
- Floor samples or display models
- · Products purchased "as is" and/or secondhand
- · Products sold by unauthorized dealers
- Creasing and/or gathering of textiles during upholstery application process
- Minor irregularities of color, surface, grain, and texture
- Minor variations of color in textiles
- Variations of texture and natural markings such as neck wrinkles, scratches, backbone marks and stretch marks in leather
- Color matching of textiles exactly to samples, swatches or prior purchases

APPLICABLE PROVISIONS TO ALL PRODUCTS AND SERVICES

The Company will repair or replace with a comparable product, at its option, without charge to the original purchaser, only defective products or parts found defective during the Warranty Period. If requested by the Company, the original purchaser must return the part or product with freight or other shipping charges prepaid.

This warranty shall be effective for the applicable time period beginning from date of purchase as shown on original purchaser's original receipt or other proof of purchase.

For products purchased on or after August 1, 2012, the Company shall pay for all labor costs pre-approved by the Company. The payment of such pre-approved labor costs will be in the form of a credit to an active Company account.

There are no other warranties, expressed or implied, other than those specifically described, including, without limitations, any implied warranty or merchantability or of fitness for a particular purpose. The Company will not be responsible for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may have other rights which vary from state to state.

The Company will advise you of the procedure to follow when making warranty claims. Call the Company at (888) 274-8664 to explain the defect. Give your name, address, and telephone number. Please be prepared with the model number and sales order number found under the seat of the chair.

Notification Details

TN SWC 238

or VS communities - Herman Miller

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То		Requisition Total	78,192.00 USD			
Sent	28-Aug-2014 15:52:50	Estimated Tax	0.00 USD			
Due ID	04-Sep-2014 15:52:50 980899	Attachments	Chaltanooga 311	Global Furniture	Upgrade.pdf, 3	L1.GlobalQuote.pdf
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To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

OCT 1 0 2012

Herman Miller, Inc. 855 East Main Ave P.O. Box 302 Zeeland, MI 49464

Attention: Dave Gillman, Contract Manager

Reference: RFP2000000330 - Office Furniture and Related Services and Solutions

Dear Mr. Gillman:

ACCEPTANCE AGREEMENT

Contract Number: 4400003403

This acceptance agreement signifies a contract award to Herman Miller, Inc. in it's entirety for Office Furniture and Related Services and Solutions. The period of the contract is from January 1, 2013, through December 31, 2016, with four (4), one (1) year renewal options.

The contract award shall be in accordance with the following:

1) This Acceptance Agreement;

2) The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by the County. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days of receipt of this letter. Contract award documents may be viewed on the Department of Purchasing and Supply Management website at www.fairfaxcounty.gov/cregister.

Cathy A. Muse, CPPO Director/County Purchasing Agent

Department of Purchasing and Supply Management 12000 Government Center Parkway, Suite 427 Fairfax, VA 22035 Website: <u>www.fairfaxcounty.gov/dpsm</u> Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATION RFP2000000330

The County of Fairfax (hereinafter called the County) and Herman Miller, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400003403. The final contract contains the following items:

- a. Fairfax County's RFP2000000330
- b. All Addenda
- c. Herman Miller, Inc. Technical and Business proposal as amended by this Memorandum of Negotiations
- d. Response to clarifications dated August 7, and 8, 2012
- e. The Memorandum of Negotiations

The following and are to be included In the contract:

- 1. This contract will begin on January 1, 2013 and terminate on December 31, 2016. Fairfax County reserves the right to renew the contract for four (4) years, one (1) year at a time by mutual agreement.
- 2. Revised Cost Proposal Attachment A Price Sheet submitted via e-mail on August 9, 2012.
- 3. Discounts will remain firm for the duration of the contract. Discounts will be taken from the price books dated September 4, 2012 until new price books are released.

All other prices, terms, and conditions remain the same.

ACCEPTED

John Amrhein, Vice President of Operations & North America Strategy Development Herman Miller Inc.

Cathy A. Muse, CPPO Director/County Purchasing Agent

10/9/12. Date

10/2/12 Date

DPSM GCT 3112AM10:28

Department of Purchasing and Supply Management 12000 Government Center Parkway, Suite 427 Fairfax, VA 22035 Website: <u>www.fairfaxcounty.gov/dpsm</u> Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

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U.S. Communities Government Purchasing Alliance Fairfax County, VA / US Communities Contract 4400003403 Effective March 27, 2014

Herman Miller, Inc., Price Sheet	F	iers are bas	D ed on List nts for or	Product Version	Discounts are from List Price are based on List Product Value of each order (except First C Discounts for orders over 3400.000 List Value are neontiable	t Price h order (ex f Value are	Discounts are from List Price Tiers are based on List Product Value of each order (except First Office) Discounts for orders over \$400,000 List Value are neordiable	()
		\$1 - \$100,000	0,000			\$100,00	\$100,001 - \$400,000	
Product Line	Drop Ship	Inside Delivery	Basic Install	Exp'd Install	Drop Ship	Inside Delivery	Basic Install	Exp'd Install
Action Office [®] Systems, Ethospace [®] System, Quadrant B & F Front Pedestals, Eames [®] Tables (ET101 – ET308) and Avive [®] Tables, Erg. Comp. Furn.,	69%	67%	64%	62%	71%	69%	66%	64%
Canvas Office Landscape TM (Walls, Pvt. Off., Filing, Storage, Beam, Group)	%69	67%	64%	62%	71%	%69	66%	64%
Thrive Portfolio TM , Public Office Landscape TM	54%	52%	49%	47%	56%	54%	51%	49%
Arrio©, Resolve©, Intersect™	53%	51%	48%	46%	55%	53%	50%	48%
Ergon 3° Seating, Equa 2° Seating,	57%	55%	54%	52%	59%	57%	56%	54%
Passage®, My Studio Environments™	50%	48%	45%	43%	52%	50%	47%	45%
Sense TM Desking System, Locale TM	58%	56%	53%	51%	60%	58%	55%	53%
Meridian® Storage & Towers, Meridian® 5000 Series, Quad. B & F Front Lats	52%	50%	47%	45%	54%	52%	49%	47%
Meridian®Pedestals, Lateral & Vertical Files	54%	52%	49%	47%	56%	54%	51%	49%
Aeron® Seating, Mirra® 1 & 2 Chairs, Celle™ Chair, Setu™ Chairs & Tables, Sayl™ Chairs	51%	49%	48%	46%	53%	51%	50%	48%
Embody [®] Chair	49%	47%	46%	44%	51%	49%	48%	46%
Ambi® Seating, Caper® Seating, Limerick® Seating, Aside® Seating	53%	51%	50%	48%	55%	53%	52%	50%
Everywhere Tables TM , Renew TM Sit-to-Stand Tables	67%	65%	62%	60%	69%	67%	64%	62%
Earnes® Alum., Shell & Tandern Seating, Classical Seating, Collection, Celeste TM Seating, Burdick Group TM , International Collection TM , Swoop Lounge Furniture, Earnes Stone-Top Tables	46%.	44%	43%	41%	48%	46%	45%	43%
Tu TM Files, Tu TM Peds, Tu TM Storage, Tu TM Towers, Tu TM Laminate, Q Tables	65%	63%	60%	58%	67%	65%	62%	62%
Eames Molded Plastic and Wire, Goetz Sofa, Stools, Magis, Mattiazzi,	40%	38%	37%	35%	42%	40%	39%	37%
Co/Struc®, Action Lab™, Casework	51%	49%	46%	44%	53%	51%	48%	46%
Herman Miller for Healthcare Carts	12%	10%	7%	5%	12%	10%	%2	5%
Geiger [®] Casegoods and Seating, GeigerEXPRESS ^{em}	51%	49%	46%	44%	52%	50%	47%	45%
SitOnIt [®] Products	54.5%		51.5%	49.5%	6	56%		53%
Eiret Office Broducte (Tiaring based on EO producte anly)	\$ 1 - \$ 25, 54 7%	1 - \$ 25,000 (cust. s 54 7% 52 7%	49 7%	Sell (0 dock discount) 49 7% 47 7%	- LUU, C2 ¢ (57 7%		54.7% 52.7%
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Purchase Orders must be issued to the local authorized Herman Miller dealer. List prices include freight within the 48 contiguous United States. Shipments outside of the contiguous United States are shipped freight prepaid to point of embarkation with freight costs beyond that point shipped collect.

Herman Merer

Additional Services and Solutions	Hourly Min.	Rat	tes Max.
Installation of existing product	\$ 35.00	\$	55.00
After hours installation	\$ 52.50	\$	82.50
Design	\$ 55.00	\$	75.00
Project Management	\$ 55.00	\$	85.00
Asset Management	\$ 55.00	\$	85.00
Refurbishment*	n/a		n/a
*HMI or our dealer will work with the customer to determine the best product disposition via our rePurpose program or Trade-in	To Be (Juot	ed
	Month	ly F€	e
Storage – for planning only, actual cost to be quoted; in/out and other services onsite and/or trailer storage are extra	\$ 1.40/sq. fta		\$1.80/sq. ft.
Other Related Services and Solutions	Hourly Min.	Rat	tes Max.
Reconfiguration	\$ 35.00	\$	55.00
Strategic Planning Services	\$ 100.00	\$	150.00
Occupancy Planning/CAD Drafter	\$ 60.00	\$	85.00
Build-Out Project Mgt. Services	\$ 90.00	\$	110.00
FF&E Mgt. Services	\$ 90.00	\$	110.00
*Travel expenses will be quoted extra			
Performance Environments – (Ref Attach.)	To Be (Juot	ed

Note:

1. Drop Ship, price includes product delivery to the site, the purchaser is responsible for unloading.

2. Inside Delivery, price includes product delivered to the site and unloaded.

3. Basic Installation, price includes inside delivery, uncrating, assembly, installation, removal of debris from premises, installation documents and the bill of materials per the purchaser's approved plan and specifications.

4. Expanded Service Installation price to include basic installation; field measurements surveyed, documented and coordinated; electrical and tele/data infeed locations are surveyed, documented and coordinated; attend required coordination meetings with purchaser and other contractors; and creation and implementation of punch list by project manager.

Installation & Delivery Services:

The service option product discounts include "standard" services only, <u>subject to the conditions listed below</u>. The discounts are "not to exceed" percentages that may be lower as quoted by the servicing dealer dependent on the specific project conditions. Additional charges and services shall be negotiated in advance of the service being performed.

- Installation will be performed during normal weekday working hours.

- Adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided.

- Service work will shall not be hindered by other trades.

- Electric, heat, and adequate elevator service will be furnished without charge.

The immediate installation area shall be complete and free of debris including the carpet/flooring before installation commences.
 Any work requiring a licensed electrician is the responsibility of the buyer.

Additional Charges May Apply For:

1) Orders of an aggregate quantity of 1 - 10 chairs, desks, files, peds - NTE \$300 fee per delivery.

2) Major Metro Markets and any non-ground floor installation: NTE 1% - 3.5% of list product value

- Major Metro Markets include large population centers and urban environments.

3) Installation in a clinical/medical environment: NTE 1% - 3.5% of list product value

4) Special restrictions or limits established by local laws, ordinances or the directions of the buyer, including but not limited to restrictions on transportations of materials, street access to the job site and/or dock facilities: NTE 1% - 3.5% of list product value

5) Installations outside of a 50 mile radius of the servicing dealer: NTE 1% - 2% of list product value.

6) Local Prevailing Wage and/or Union Labor Rates

Any additional charges shall be quoted by the dealer and approved by the buyer prior to performance of the work. NTE = Not To Exceed



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AMENDMENT

AMENDMENT NO. 3

MAR 27 2014

CONTRACT TITLE: Office Furniture and Related Services

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

4400003403

Herman Miller Inc. 855 East Main Ave. Zeeland, MI 49464

By mutual agreement contract 4400003403 is amended as indicated below effective immediately.

1000011666

Add: New Products		Dis	scounts					
	Dock	\$0. Inside	-\$100,00 Basic Install	00 List Expanded Install	Dock	\$100 Inside	,000 - \$4 Basic Install	400,000 List Expanded Install
Renew Sit-to-Stand	67%	65%	62%	60%	69%	67%	64%	62%
Locale	58%	56%	53%	51%	60%	58%	55%	53%
Public Office Landscape	54%	52%	49%	47%	56%	54%	51%	49%

All other discounts, terms, and conditions remain the same.

Steve Pierson, CPPB, VCO Contracts Manager Cathy A. Muse, CPPO

Cathy A. Muse, CPPO Director/County Purchasing Agent

DISTRIBUTION

Department of Finance – Accounts Payable0Facilities Management Dept. – Bill Robinson/e0Facilities Management Dept. – Cathy Spaine/e0Facilities Management Dept. – Rhinda Edwards/e0Facilities Management Dept. – Christine Covey/e0U. S. Communities – Corey Imhoff – cimhoff@uscommunities.org

Contractor Contract Specialist – G. Bright Asst. Contract Specialist - Team 2

Department of Purchasing & Supply Management 12000 Government Center Parkway, Suite 427 Fairfax, VA 22035-0013 Website: <u>www.fairfaxcounty.gov/dpsm</u> Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3681



AMENDMENT

DEC 2 0 2013

AMENDMENT NO. 2

CONTRACT TITLE: Office Furniture and Related Services and Solutions

CONTRACTOR

SUPPLIER CODE

CONTRACT NO.

Herman Miller Inc. 855 East Main Ave. Zeeland, MI 49464 1000011666

4400003403

The purpose of this amendment is to notify all users that Herman Miller Inc. is implementing a price list adjustment of 2.6%, effective February 3, 2014. The new price list also includes new and refreshed fabrics, finishes and options.

All other terms and conditions remain the same.

Steve Pierson, CPPB, VCO Contracts Manager

Cathy A. Muse, CPPO Director/County Purchasing Agent

DISTRIBUTIONDepartment of Finance – Accounts PayableOFacilities Management Dept. – Bill Robinson/eOFacilities Management Dept. – Cathy Spaine/eAFacilities Management Dept. – Rhinda Edwards/eFacilities Management Dept. – Christine Covey/eU. S. Communities – Corey Imhoff – cimhoff@uscommunities.org

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AMENDMENT

AMENDMENT NO. 1

JUL 1 9 2013

CONTRACT TITLE: Office Furniture and Related Services and Solutions

CONTRACTOR Herman Miller Inc. 855 East Main Ave. Zeeland, MI 49464 SUPPLIER CODE 1000011666 CONTRACT NO. 4400003403

By mutual agreement contract 4400003403 is amended as indicated below effective immediately. This change is for Fairfax County only.

Herman Miller Inc. is structured to sell their products through their distributors, therefore, Fairfax County is adding the following dealer to the contract. This dealer has been assigned their own contract number and supplier code.

This dealer is authorized to issue quotes, receive purchase orders, process, deliver and provide customer support in accordance with the discounts, terms, and conditions established with Herman Miller Inc.

This change in no way alters the responsibilities of Herman Miller, Inc. under the above referenced contract.

Payment Terms: Net 30

Cathy A. Muse, CPPO Director/County Purchasing Agent

 DISTRIBUTION
 Department of Finance – Accounts Payable
 O

 Facilities Management Dept. – Bill Robinson/e
 O

 Facilities Management Dept. – Cathy Spaine/e
 A

 Facilities Management Dept. – Shirley Dowell/e
 A

 Facilities Management Dept. – Christine Covey/e
 A

 U. S. Communities – Corey Imhoff – cimhoff@uscommunities.org
 C

Contractor Contract Specialist – G. Bright Asst. Contract Spec., Team 2

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