Revision number: Purchasing Agent: Terri O'Toole
Phone #: (801) 538-3147
Email: totoole@utah.gov

**Item: EDUCATION FURNITURE – STUDENT (DORM) HOUSING (RESIDENTIAL FURNITURE)**

Vendor: VC0000185485
American Seating Company
401 American Seating Center
Grand Rapids, MI 49504

Remit to Address: 9058 Payspere Circle
Chicago, IL 60674

Internet Homepage: [www.americanseating.com](http://www.americanseating.com)

General Contact: Randy Hermann
Telephone: (800) 748-0268
Fax number: (616) 732-6401
Email: randy.hermann@amseco.com

Usage Report Contact: Same

Reporting Type: Item-Line

Brand/trade name: American Seating

Price: See Attached Pricing
Terms: Net 30
Effective dates: 06/14/14 through 06/13/19
Potential renewal options remaining: None
Days required for delivery: 30 Days
Price guarantee period: One Year
Freight: FOB Destination, Freight Prepaid, or FOB Origin

Minimum order: None
Other conditions: Design services included no charge, installation fees apply.

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This is a new contract.
Solicitation #: TO14000
The administrative fee for this contract is **0.50%** and is already included in the contract price.

This contract covers only those procurement items listed. When placing orders, make sure to identify your organization as a government entity and provide the contract number. It is the responsibility of the ordering agency to ensure that the vendor is given the correct delivery and billing address. Agencies should return to the vendor any invoice which reflects incorrect pricing. Other items ordered that are not listed on the contract must be invoiced...
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separately.

State agencies are to place orders directly with the vendor creating a PRC in Finet.

This contract information sheet is subject to change. State Purchasing doesn’t recommend that you print a copy due to the potential to change. Always view contract information online at www.purchasing.utah.gov

This is a multiple award contract please see MA662-American Seating, MA663-AmTab Manufacturing, MA664-Contrax Furnishings, MA666-Ecologic Furniture, MA667-Edutek Corporation, MA668-Foliot Furniture, Inc., MA670-Hertz Furniture, MA671-Kreuger International, Inc (KI), MA673-Leeder Furniture LLC, MA675-School Specialty, MA677-Sedia Systems.

Please contact the Purchasing Agent listed above if you have questions or concerns.

SUMMARY OF CONTRACT SCOPE, TERMS, AND CONDITIONS

Please refer to the full contract for more detail.

PRODUCT CATEGORY
Lecture Hall Furniture:
Seating and Tables designed for lecture hall including fixed and stand-alone tables and fixed and stand-alone seating.

Auditorium Seating:
Auditorium seating that is available in a variety of configurations and options. Accessories may include, but are not limited to aisle lights, cup holders, tablet/computer arms, and power and data connections.

DISCOUNT MATRIX
The following discounts apply to all lecture hall/auditorium furniture.

Price List #/Date: American_Seating_Arch_Fixed_Price_4-23-2013. Available upon request.

Lecture hall and Auditorium Seating and Accessories

<table>
<thead>
<tr>
<th>Brand/Manufacturer</th>
<th>Collection</th>
<th>FOB Destination</th>
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<tbody>
<tr>
<td></td>
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<td>Price Tier 1</td>
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<td>Discount</td>
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**WARRANTY**

The education furniture and other products offered in response to this RFP must be appropriate for a school setting environment with high traffic and high abuse and heavy use. Normal wear and tear is different than that of an office environment.

Products (including parts and components) that fail under normal use as a result of a defect in design, materials, workmanship, or installation shall be repaired or replaced free of charge (including labor, delivery, travel, and installation) throughout the warranty period. Parts and components include any component or part that is installed on the furniture when it is delivered to the site. Products that require warranty repair or replacement must be repaired or replaced within a reasonable time frame that is agreed to by the participating entity. This process is to ensure sufficient lead-time for ordering warranty parts, components or products during the entire warranty period.

Full warranty information for the various products/brands is available for viewing on the website and/or is included in the price list file.
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DESIGN SERVICES
Contracted Supplier shall provide to all purchasing entities, through their Authorized Dealer network, Representative, or a contracted supplier, all design services at no additional charge. See full contract for a full description of requirements.

FREIGHT AND DELIVERY
The contracted supplier(s) shall offer to ship products F.O.B. Destination; freight prepaid or allow the purchasing entity to make freight arrangements F.O.B. Origin, freight collect. The purchasing entity shall determine which method of freight terms apply and is required to note the method on the purchase order.

Responsibility for Freight Cost and Transit Risk:
F.O.B Destination, freight prepaid
Seller – Pays freight charges
Seller – Bears freight charges and selects carrier
Seller – Owns goods in transit
Seller – Files claims (if any)

F.O.B. Origin, freight collect
Buyer – Pays freight charges
Buyer – Bears freight charges and selects carrier
Buyer – Owns goods in transit
Buyer – Files claims (if any)

The contracted supplier is responsible for filing and expediting all freight claims with carriers. The contracted supplier shall pay title and risk loss or damage charges.

Unless otherwise noted on a purchase order the Contracted Supplier and/or Authorized Dealer offering furniture products must comply with the following delivery requirements. The Contracted Supplier or its Authorized Dealer must be able to offer the following delivery methods. Pricing and fees for additional services, such as Inside Delivery, Liftgate Service, and Installation guidelines and terms will be negotiated during the quote and/or purchase order process with the purchasing entity. Installation services shall be capped as described in the chart in ‘Installation’ section. Delivery type and any associated fees must be included on the bid and on the purchase order. Delivery instructions will be specified on the purchase order by the purchasing entity. Firms responding with an offer for non-furniture products only are not required to offer installation services.

Delivery Methods:
Drop Ship – Products will be delivered by a common carrier to a dock, a tailgate, or a position immediately adjacent to the delivery vehicle via FOB Destination or FOB Origin as selected by the purchasing entity. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.
**Inside Delivery** – Products will be delivered by the Authorized Dealer or a carrier inside a building location as designated on a purchase order. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in the truck. No assembly is required by the Authorized Dealer. Additional freight charges apply and will be provided on the quote and on the invoice. The driver is required to go inside (beyond the front door or loading dock) to deliver a shipment instead of remaining on the dock or in his truck. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

**Liftgate Service** – Products will be delivered to a receiving address that does not have a loading dock. Manual unloading is necessary and a liftgate truck that can raise and lower a shipment from the truck to the ground will be required. Additional freight charges apply and a rate will be negotiated during the Participating Addendum process. When the shipping or receiving address does not have a loading dock, manual loading or unloading is necessary. A liftgate is a platform at the back of certain trucks that can raise and lower a shipment from the ground to the truck. This is usually needed when there is an oversize dimension or when the weight of the shipment is 120 lbs. or greater and there is no loading dock or forklift. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the delivery instructions and fees.

**Installation/Full Service** – Products will be delivered, unloaded, and assembled according to a design plan and to a move-in ready condition incorporating all Installation of Product Mandatory Requirements Section 2.12. Fees and instructions must be negotiated prior to issuance of purchase order. Purchase order shall state the installation instructions and fees.

**INSTALLATION SERVICES**

The Contracted Supplier or Authorized Dealer shall take precautions during the installation of any product not to damage the premises or the property of the Purchasing Entity. If damages do occur as a result of operations under this contract, the Contracted Supplier or Authorized Dealer is responsible for ensuring that the affected area/item(s) are returned/restored to their original condition or the Contracted Supplier or Authorized Dealer shall make restitution, as agreed upon by the parties. See full contract for a full description of requirements.

Installation shall be quoted on a project-by-project basis by American Seating. Every reasonable attempt shall be made to keep the installation amount below 20% of the total product sale amount. American Seating shall provide, at the request of the purchasing entity, a detailed quote with a breakdown of the services offered. The installation quote must contain pertinent information and must be approved by the purchasing entity and the cost and/or any other terms included in the purchase order. Installation fees may be calculated as a flat fee with detailed quote, or actual hours with a detailed quote and adjustment to actual hours on the invoice. The purchasing entity shall approve the method and quote and add it to the purchase order.
Installation fees shall have a cap as described below. The cap is based on the total purchase order amount. A contracted firm may request an exception to the caps listed below directly to the purchasing entity for one or more of the following reasons. The request for exception must contain pertinent information and include a quote for installation costs. The request must be approved by the purchasing entity and the cost and/or any other terms included in the purchase order.

A. Labor market and/or prevailing wages for the installation location do not allow for the installation fee to be below the cap.

B. The installation project is more complex and requires more labor hours, expertise, additional field measurements, travel to remote locations, and/or other labor requirements that are not typical or do not fall below the installation cap.

<table>
<thead>
<tr>
<th>Purchase Order Total/Type</th>
<th>% Cap</th>
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<tbody>
<tr>
<td>Purchase Orders Over $2,500</td>
<td>10%</td>
</tr>
<tr>
<td>Outdoor Furniture Installation</td>
<td>20%</td>
</tr>
<tr>
<td>Fixed Seating Installation</td>
<td>20%</td>
</tr>
</tbody>
</table>

The standard installation fee will be 10% of purchase order product total unless otherwise stated on the purchase order and agreed upon by purchasing entity and Leeder. Inside and Liftgate service delivery to be quoted and upon approval included on the purchase order.

American Seating also provides Refurbishment services for past projects. These services shall be quoted on a project-by-project basis. These services are inclusive of historic sites/projects. Site visits for current installations is available by appointment.
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FINET COMMODITY CODE(S):
20323 - Carts, Computer, Environmentally Certified Products
20723 - Carts, Computer
41591 - Tables, Laboratory Type
42003 - Arts and Crafts Furniture (tables, Etc.)
42004 - Auditorium, Stadium, Team Seating Furniture and Portable Bleachers
42008 - Cafeteria Furniture, Chairs and Tables (incl. Stacking Types)
42009 - Cafeteria Furniture, Booths
42013 - Children's Furniture (incl. Stackable Types) (see 41054 for Hospital Types)
42016 - Dormitory Furniture, Metal: Wardrobes, Beds, Bunkbeds, Desks, etc.
42020 - Dormitory Furniture, Wood: Wardrobes, Beds, Bunkbeds, Desks, etc.
42024 - Folding Chairs, Tables, and Chair Trucks, Metal
42025 - Folding Chairs and Tables, Plastic or Resin
42056 - Library Furniture: Book Trucks, Card Cabinets, Carrels, Chairs, Curb-side Book
Returns, Dictionary Stands, Step Stools, Tables, etc.
42059 - Lounge Furniture, Upholstered
42060 - Lounge Furniture, Steel, Indoor
42061 - Lounge Furniture, Steel, Outdoor
42062 - Lounge Furniture, Indoor: Fiberglass, Plastic, etc. (incl. Stacking Types)
42063 - Lounge Furniture, Outdoor: Fiberglass, Plastic, Aluminum, etc. (incl. Stacking Types)
42084 - Schoolroom Furniture, Metal: Cabinets, Chairs, Desks, etc.
42086 - Schoolroom Furniture; Plastic, Polypropylene, Fiberglass Type: Cabinets, Chairs, Desks,
etc. (incl. Stacking Types)
42088 - Schoolroom Furniture, Wood: Cabinets, Chairs, Desks, etc.
42520 - Desks and Tables, Metal
42521 - Desks and Tables, Wood
42553 - Lockers, Storage (for Coats, Hats and Baggage) (includes Foot Locker Type)
42558 - Plastic, Polypropylene, Fiberglass Office Furniture: Chairs, Desks, Tables, etc.
47045 - Furniture, Special: Chairs, Stands, Stools, etc. (for Beds See Class 410)
55760 - Seating and Upholstery
55965 - Seating and Upholstery
58005 - Band and Choral Risers
85581 - Stages, Theatre (all Types)
88085 - Storage Cabinets (for Visual Education Equipment and Supplies)
88086 - Tables, Light (visual Education)
93145 - Furniture Installation and Reconfiguration Services (including Systems Furniture)

REVISION HISTORY: