

Award Summary

ErgoGENESIS
Ergonomic Task Seating

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Supplier Address

ErgoGENESIS
6107 SW Murray Blvd
#408
Beaverton, OR 97008

Contact: Marykay Hoenstine
Phone: 1 (503) 520-9401
Fax: 1 (503) 520-9403
Email: mkhoenstine@ergogenesis.com

Externally Approved

Contract # 9716
Opportunity # 102-1338-07
Contract Start Date 03/27/2009
Expiration Date 03/26/2010
Supplier Number 16261

All dates are mm/dd/yyyy

Attachments Exist
Secondary Suppliers Do Not Exist

Contract Administrator

State Procurement Office
1225 Ferry Street SE, U140
Salem, OR 97301-4285

Contact: Tim Jenks
Phone: 1 (503) 378-4778
Fax: 1 (503) 373-1626
Email: tim.jenks@das.state.or.us

Receiving Address

See purchase order

Price Agreement Summary Page

Attention: Authorized Purchaser, open the "Attachments Exist Folder" and review all documents.

The first attachment is the "Best Value Analysis" this document should be used in order to help make your selection. The second attachment is "Price" and "Discount," this document can be used as factors in your selection process. The third document is the "Sample" purchaser order. This document includes the "Mandatory Purchaser Order Language" and a note to the Authorized Purchaser with respect to naming the Vendor or Dealer from the Certified Authorized Representative list. The fourth attachment is the Certified Authorized Representative list.

State agencies use the Price Agreement for Ergonomic Task Seating as their primary resource for selecting and purchasing ergonomically adjustable office chairs. Prior to purchasing an office chair for a specific individual, it is the expectation that agencies are assessing the ergonomic needs of the individual and purchasing the chair that best suits the individual's and agency's needs in a cost-effective manner. When purchasing office chairs in bulk, it is the expectation that agencies are assessing the overall adjustability of the chair(s) and selecting the ones that best meet the ergonomic needs of the work being done in a cost-effective manner.

Awarded Manufacturer Name: ErgoGenesis

Awarded Brand of Chair: ErgoGenesis Bodybilt

Manufacturer Contact Information:

Manufacturer Primary Contact: MaryKay Hoenstine
Telephone Number: 1 (503) 520 9401, Cell 1 (503) 703-7628
Email Address: marykay@ergogenesis.com
Fax Number: 1 (503) 520-9403

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Manufacturer Secondary Contact: Virginia Sanders

Telephone Number: 1 (800) 364-5299 Ext. 263

Email Address: vsanders@ergogenesis.com

Fax Number: 1 (936) 825-1725

Manufacturer Mailing Address: Ergonomic Accessories International Corp.
One BodyBilt Place
Navasota, Texas 77868

Manufacturer Pricing Discount-off-list: 50% Price Book dated January 2008 Delivery outside a 50 miles radius will have 3.3% energy/fuel surcharge, .50 per mile including assembled and installed.

Online Catalog: WWW.ergoGenesis.com

Manufacturer Pricing Discount-off-list: 50% Price Book dated January 2008 Delivery outside a 50 miles radius will have 3.3% energy/fuel surcharge, .50 per mile including assembled and installed.

PURCHASE ORDERS: Contractor shall only accept purchase orders that: (a) contain the Mandatory Purchase Order Language set forth below, except that for Authorized Agencies, Contractor shall only accept purchase orders as indentified below; (b) specify the quantity of Goods ordered; (c) specify a delivery schedule, if any; (d) specify delivery location; (e) specify invoicing address; and (f) specify Authorized Purchaser's authorized representative ("Purchase Order"). Contractor shall only accept Purchase Orders that do not vary, amend, modify, or add Price Agreement or Contract provisions other than changes to the Authorized Purchaser's authorized representative, identification of Goods and order quantities, optional Services, equipment and accessories offered under the terms of the Price Agreement, delivery schedules in accordance with the terms of the Price Agreement, delivery destination and invoicing address. Each such Purchase Order Contractor accepts shall create a separate Contract between the parties, enforceable in accordance with the terms thereof and independent of all other such Contracts.

Authorized Agencies:

Authorized Agencies shall use the SPO-approved Purchase Order forms to order Goods under the Price Agreement unless otherwise authorized by SPO. Such Purchase Order forms shall reference the Price Agreement by the Price Agreement number and include the RFP number, and Bid item number(s) of the Goods ordered.

MANDATORY PURCHASE ORDER LANGUAGE:

THIS PURCHASE IS SUBMITTED PURSUANT TO STATE OF OREGON SOLICITATION # 102-1338-07 AND PRICE AGREEMENT # [ORDERING ORGANIZATION WILL INSERT PRICE AGREEMENT #]. THE PRICE AGREEMENT INCLUDING CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S AND C'S, EXPRESS OR IMPLIED.

Notwithstanding any other provision of this Price Agreement, in the event that an Authorized Purchaser uses a credit card to pay for an order, an Authorized Purchaser generated Purchase Order is not a necessary document to the transaction. In lieu of a Purchase Order document, a Contractor order acknowledgement document will become a part of the Contract. However, in no event will an order acknowledgement, web order page or other Contractor generated document used to acknowledge the order such modify or provide additional terms and conditions to this Price Agreement. Such order acknowledgement document shall be for the sole purpose of acknowledging the order and payment and are not part of this Price Agreement or any resulting Contract.

SALES TO UNAUTHORIZED PURCHASERS:

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It is the Contractor's responsibility to verify Authorized Purchasers' authority to contract pursuant to the Price Agreement. If Contractor is found to have entered into two or more Contracts with an entity other than an Authorized Purchaser, Contractor will be deemed to be in material breach of the Price Agreement.

VERIFICATION OF PARTICIPANT AUTHORITY:

ORCPP: ORCPP Participants can be verified on the SPO website:

(A) Worldwide Web: <http://procurement.oregon.gov>.

(B) Procurement Centers (located throughout Oregon). Call (503) 378-4649 for information or to view list of centers identified on SPO Web page.

PAYMENT:

Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under the Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THE CONTRACT. Payment is due by Authorized Purchaser within forty-five (45) days after the date of the invoice pursuant to ORS 293.462.

INSPECTIONS/ACCEPTANCE:

The Authorized Purchaser shall have ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods. If the Goods are rejected, the Authorized Purchaser shall provide Contractor with written notification of rejection. Notice of rejection shall include itemization of apparent defects, including but not limited to (i) discrepancies between the Goods and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Goods (including late delivery). Notice of rejection shall also indicate whether cure will be allowed.

REPRESENTATIONS; WARRANTIES:

Contractor shall promptly correct, without charge to the Authorized Purchaser, any defects arising from faulty materials, workmanship or performance, to the satisfaction of the Authorized Purchaser, for a minimum of five (5) years from date of delivery. The warranty on components shall include chair frames, steel frame components, seat cushions, base and chair control mechanisms, gas cylinders, bearings and casters, normal wear and tear excepted. Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Price Agreement and that this Price Agreement, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

WARRANTY ON MATERIALS, DESIGN, MANUFACTURE:

Contractor represents and warrants that all Goods shall be new, unused, current production models, where applicable, and shall be free from defects in materials, design and manufacture for a minimum of five (5) years. Where mandatory requirements and specifications have been made a part of the RFP, Contractor further represents warrants that all Goods shall be in compliance with and meet or exceed all mandatory requirements and specifications.

WARRANTY ON SERVICE STANDARDS:

Contractor warrants that all services required to be performed, if any, shall be performed and in accordance with the highest applicable professional or industry standards.

WARRANTY OF TITLE:

Contractor represents and warrants that all Goods are free and clear of any liens or encumbrances, and that Contractor has full legal title to the Goods, and that no other person has any right, title or interest in the Goods which shall be superior to or infringe upon the rights granted to the Authorized Purchasers hereunder.

WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:

Contractor represents and warrants that Goods provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health Administration (OSHA), and all Oregon safety and health requirements,

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including, but not limited to, those of the State Workers' Compensation Division.

WARRANTIES CUMULATIVE:

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Contract. All warranties provided in the Contract shall be cumulative, and shall be interpreted expansively so as to afford the Authorized Purchasers and the State the broadest warranty protection available.

MANUFACTURER WARRANTIES:

Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchasers at time of delivery at no charge.

PURCHASE ORDERS: ACKNOWLEDGEMENTS:

The parties acknowledge and agreement that other than designation of order quantities, types of Goods, delivery destination, and dates of order and scheduled delivery of other performance, any Purchase Orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Goods under this Price Agreement and that no other terms or conditions contained in those documents shall be of any force or effect or be binding upon the parties.

TRIAL PERIOD:

Contractor shall have a sufficient number of "demo" contract chairs available for use on a trial or loan basis by Authorized Purchaser's. Chairs shall be delivered to the Authorized Purchaser's for trial within two (2) weeks of the request. Authorized Purchaser's may request the chairs for a maximum of one (1) week (5 working days) period. Upon completion of the Authorized Purchaser's examination, the chairs will be returned to Contractor with no obligation to buy. These chairs shall be provided free of charge and freight paid, including return freight.

Catalogs:

Contractor shall, upon request, provide manufacturer's catalogs and price lists to state agencies and other Authorized Purchasers. Contractor shall update the material as necessary.

DELIVERY:

Delivery is required within twenty (20) business days after receipt of order for standard product. In the event Contractor is unable to deliver all ordered products within such time, Contractor shall immediately provide written notification of inability to perform. In this event, the Purchasing Section reserves the right to cancel the order and make the purchase from another supplier. Contractor shall reimburse the Authorized Purchaser for the difference between the Price Agreement pricing and actual price paid. Neither product supply shortages nor inadequate allocations to Contractor shall relieve Contractor from the obligation to perform. Repeated failure to meet delivery requirements may result in Price Agreement cancellation.

TRAINING:

In addition to individually tailored measurement, fitting, delivery, assembly and installation, Contractor shall provide on-site feature and operational training to each user. Further, for all chairs, Contractor shall supply in written format, at no additional cost to the state or any other Authorized Purchaser, training that provides complete step-by-step instructions in the total use and operation of the chair. In addition to the written format, Contractor may also provide the instruction on a disc, if available. Contractor shall also provide the Authorized Purchaser with the name and telephone number of a contact person who can provide, by telephone, instructions in the use and operation of the chair. This information shall be supplied by Contractor at time of delivery.

Delivery Requirements

30

Payment Terms

Net 45

FOB

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Delivery Requirements			
FOB Destination			
Item #	Quantity / Unit	Description	Unit Cost
1	1 EACH	CHAIRS, OFFICE, ERGONOMIC, MAXIMUM COMFORT	\$0.00
Mandatory or Convenience		Renewal Option	Contract Value
Mandatory			
Minimum Order			\$1,000,000.00
N/A			
Return Policy			
See Summary and Price Agreement			
Warranty			
See Summary and Price Agreement			
Best Value Analysis			
Freight/Surcharge			