

RESOLUTION NO. R-22-55

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM EFURNITUREMAX LLC, FOR THE PURCHASE OF TWELVE (12) CONCEPT SEATING CHAIRS FOR THE CO-LOCATED EMERGENCY SERVICES COMMUNICATIONS CENTER IN THE TOTAL AMOUNT OF \$21,540.00.

WHEREAS, a new emergency services communications center is under construction and will be co-located by Clay County, the City of Liberty, and the City of Gladstone; and

WHEREAS, a variety of chair models from various vendors were evaluated by the participating agencies and the Concept Seating Model 3142 was determined to best meet the needs of our personnel; and

WHEREAS, efurnitureMax LLC, submitted a proposal and provided the lowest bid for twelve (12) Concept Seating Model 3142 leather chairs.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute an agreement with efurnitureMax LLC, for the purchase of twelve (12) Concept Seating Model 3142 leather chairs at a total cost of \$21,540.00.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 14TH DAY OF NOVEMBER, 2022.



Bill Garnos, Mayor

ATTEST:



Kris Keller, City Clerk



Request for Council Action

RES # R-22-55

BILL # City Clerk Only

ORD # City Clerk Only

Date: 11/7/2022

Department: General Administration

Meeting Date Requested: 11/14/2022

Public Hearing: Yes Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing acceptance of a proposal from efurnitureMax LLC, for the purchase of twelve (12) Concept Seating chairs for the co-located emergency services communications center in the total amount of \$21,540.00.

Background: The co-located emergency services dispatch center is currently under construction, which will consist of eleven (11) console positions. A variety of heavy-duty, 24-hour rated chairs were evaluated and a consensus of representatives from each participating agency determined that the Concept Seating Model 3142 would best fit the needs of their personnel. Bids were solicited from three (3) vendors and efurnitureMax, LLC submitted the lowest proposal. Twelve (12) chairs are being purchased to ensure a spare is available in the event a chair would require service or repair.

Budget Discussion: Funds are budgeted in the amount of \$21,540.00 from the Police HQ Project. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$NA

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer
Department Director/Administrator

JM
City Attorney

SW
City Manager



Gladstone Police Department Support Services Division - Memorandum

DATE: 10/26/2022

TO: Assistant City Manager Bob Baer

FROM: Administrative Services Manager Rob Sanderson

CC: Captain Karl Burris; Police Chief Fred Farris

RE: Dispatch Chairs

The new co-located dispatch center will have eleven console positions which will require eleven chairs. Some of our partners have specific needs as it pertains to seating. Liberty's Dispatch currently utilizes the Concept Seating Model 3142 chair.

Per our discussion, here are three quotes for the Concept Seating Model 3142 chairs in full leather:

National Business Furniture: \$2,149.00 per unit x 12 = \$25,788.00

Office Furniture.com: \$2,499.00 per unit x 12 = \$29,988.00

Husky Office (efurnituremax, LLC): \$1,795.00 per unit x 12 = \$21,540.00

We have already purchased a test and evaluation Concept Seating Model 3142 chair from Husky Office (parent company Efurnituremax). The chair arrived ahead of schedule and without incident. This equipment meets our needs.

My recommendation is to purchase twelve more from Husky Office as they are a preferred vendor for Concept Seating and have the lowest price. The extra will be held for future replacements.

Please see the attached bid from Husky Office.

Respectfully,

A handwritten signature in black ink, appearing to read "Rob Sanderson", written over a horizontal line.

Rob Sanderson

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City of Gladstone, Rob Sanderson
7010 N Holmes St
Gladstone MO 64118
United States
☎ +1 816-423-4020






Quotation # SO7435

Need a W9? [Download a Copy](#)

Quotation Date:
10/21/2022

Expiration:
11/04/2022

Salesperson:
Justin Sosbe

Product Image	Description	Quantity	Unit Price	Taxes	Amount
<i>SHIPPING: FREE TAILGATE FREIGHT - (Lift Gate - Included)</i>					
	Concept Seating	1 Unit(s)	0.00		\$ 0.00
	60847 Concept Seating High Back 550 LB 24/7 Multi-Shift Heavy Use Office Chair - Model 3142R1	12 Unit(s)	1,575.00	7.00%	\$ 18,900.00
Material					
	Material Option - Black Leather	12 Unit(s)	220.00		\$ 2,640.00
					Subtotal \$ 2,640.00
Arm Style					
	C-Loop Arms	12 Unit(s)	0.00	7.00%	\$ 0.00
					Subtotal \$ 0.00
Base					
	7 Arm Steel Base	12 Unit(s)	0.00	7.00%	\$ 0.00

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Multi-Surface Casters

12 0.00 7.00% \$ 0.00
Unit(s)

**Estimated Lead Time-8-10 Weeks. We can delay shipment to deliver closer to your end of Feb. time frame*

Subtotal \$ 0.00

Subtotal	\$ 21,540.00
Tax 15%	\$ 0.00
Total	\$ 21,540.00

Acceptance of Quote:

By submitting a purchase order or purchase letter reflecting this quote, Buyer is hereby accepting the below Sales Agreement and terms of the Seller. In the event that the Sales Agreement is not signed, the purchase order or purchase letter will act as the Buyer's signature and acceptance.

Sales Agreement

This Sales Agreement ("Agreement") is made between efurnitureMax, LLC ("Seller") and the signed ("Buyer") on the sales quote confirmation date ("Effective Date").

Seller and Buyer agree as follows:

Quote Accuracy: Seller makes its reasonable efforts to ensure that the quote attached to this Agreement and made a part hereof as Exhibit 1 ("Quote") reflects the Buyer's requested items, options, and quantities. It is the Buyer's responsibility to verify that all items, product options, and quantities in this Agreement and/or the Quote are accurate. Buyer agrees Seller will not be held liable for any Quote inaccuracies or financial consequences of inaccuracies for Quotes that have been reviewed and accepted by the Buyer. Any Buyer accepting and using Seller's Quote, whether in a Purchase Order, or otherwise, also accepts this Agreement in its entirety.

Order Cancellation: Buyer acknowledges that this Sales Agreement may not be eligible for cancellation once submitted and processed for fulfillment. Seller will use its commercially reasonable effort to honor any cancellation request of Buyer, but Buyer must strictly follow Seller's return policy, in part as outlined in this Agreement, if it is too late to cancel. Custom products that have already entered production may incur sizeable restocking fees, or may not be eligible for cancellation, depending on how far along in the production process they have advanced. Any changes to this Agreement after acceptance may incur fees, for which the Buyer is responsible (re-routing after shipment, adding delivery services, etc.).

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Payment: Prepayment via credit card, check, or bank transfer is required to secure this Agreement, unless the Buyer is offered terms. Purchase Orders with net 30 terms are accepted from schools, government organizations, and some companies, but will require preapproval. All delinquent invoices are subject to 1.5% interest per month. Any tax imposed by federal, state, or other governmental authority on the sale of the merchandise and service referred to on this order shall be paid by the Buyer. Transfer of title and/or ownership and/or use rights of any kind in the products and items of each and every kind proposed to be sold by Seller to Buyer under this Agreement (collectively, "Goods") shall not pass to Buyer until Buyer has paid in full the purchase price to Seller.

Delivery: Orders will ship via FedEx/UPS, or via LTL freight carrier, depending on the size of the shipment or item (s). If free freight is offered, it includes FedEx Ground, UPS Ground, and tailgate freight only. The Buyer will be responsible for unloading all LTL freight shipments from the tailgate, and shall bear all risk of loss associated with same, unless additional services are requested at the time of ordering. Additional freight services such as a lift gate or inside delivery are available upon request, for an additional charge. Any delivery services added at the time of delivery will be billed to the Buyer at cost.

Damages & Shortages: For all freight shipments, any damages or shortages must be noted on the delivery receipt before signing to be eligible for a claim. Seller must be notified within 24 business hours of any freight damage or shortages due to the limited window that freight carriers provide for filing a claim. Please note that any damages or shortages not written on the delivery receipt are subject to the carrier's grace. Seller cannot be held liable for any freight damages or shortages not noted at the time of delivery. For FedEx/UPS shipments, please notify Seller within 5 days of receipt if there is damage.

Shipment Refusals: The Buyer is responsible for any return shipping costs due to shipment refusals, or undeliverable shipments. The Buyer is also responsible for any restocking fees charged by the manufacturer due to a refusal. If the item is not eligible for return, the shipment will be refused by the manufacturer and the Buyer will incur all charges.

Returns: Orders eligible to be returned must be initiated within 30 days. Custom products are not eligible for return due to their nature. All Goods and items must be returned in the original condition, and in original packaging. All returns must be preauthorized and accompanied by an RMA number for identification. Orders over \$750 will incur a restocking fee of 35%. The Buyer is responsible for arranging and paying for return shipping of any standard return, unless the return is a result of a Seller's error.

Venue/Governing Law/Fees/Jury Trial: This Agreement has been made and shall be construed and interpreted in accordance with the laws of the State of Indiana, and any dispute of any kind relating to, connected with or arising out of this Agreement in any fashion ("Dispute") shall only be heard and decided exclusively in the Superior Courts of Marion County, Indiana, and Buyer waives any (i) objection to such exclusive venue, and (ii) right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement. Buyer agrees to reimburse Seller for Seller's reasonable attorneys' fees, costs, and expenses of any kind in connection with such Dispute.

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Defective Products/Disclaimer: Within 30 days, the Seller will either replace or refund any defective products or parts that comprise Goods, using Seller's discretion, with replacement as a priority. After 30 days, products and parts that comprise Goods are subject to the warranty as provided by the manufacturer, and information regarding manufacturer's warranty may be found on/in manufacturer's website, catalogues and other materials, and/or by contacting manufacturer directly. The Seller provides complimentary warranty service and will facilitate a warranty claim on behalf of the Buyer, but cannot take responsibility for the final resolution as these decisions are up to the manufacturer. EXCEPT FOR THE EXPRESS WARRANTIES IF ANY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The section and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent or any provision of this Agreement. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the Goods. This Agreement cannot be modified or changed except by another agreement in writing signed by Seller and Buyer. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the Seller or its successors or assigns, and the Buyer or its successors or assigns. This Agreement may be terminated at any time by Seller. The Seller, its members, managers, officers, agents, and employees, shall not be liable to any person for any action or omission, negligent, tortious or otherwise, of any agent or employee of the Seller or the Buyer in the performance of this Agreement, except to the extent such acts are determined to have been the result of the fraud, gross negligence, or intentional misconduct of any of the Seller or the Seller's members, managers, officers, agents, and employees, and the Buyer hereby agrees to indemnify, defend and hold harmless the Seller, its members, managers, officers, agents, and employees, from and against any liability, loss, damage, cost or expense (including reasonable attorneys' fees) by reason of any such act or omission except to the extent such acts are determined to have been the result of the fraud, gross negligence, or intentional misconduct of any of the Seller or the Seller's members, managers, officers, agents, and employees. Notwithstanding anything in this Agreement to the contrary, all of the obligations of the Seller contained in this Agreement are limited in that the Seller is only required to use its reasonable efforts to accomplish the desired result or to prevent the undesired result, and the liability of the Seller for breach of the provisions of this Agreement shall be limited to gross negligence or willful violations of such obligations. The Buyer shall provide written notice to Seller of any purported breach or default of Seller within ten (10) days of the time it first comes to the knowledge of Buyer, otherwise such shall be deemed waived. Buyer shall at all times comply with all laws applicable to this Agreement, Buyer's performance of its obligations hereunder, and Buyer's use or sale of the Goods. Without limiting the generality of the foregoing, Buyer shall (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the purchase or use of the Goods and (b) not engage in any activity or transaction involving the Goods, by way of shipment, use or otherwise, that violates any law. Seller makes

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no guarantee, warranty or representation of any kind. Buyer agrees it shall have no setoff rights of any kind. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER OR COMPLY WITH THIS AGREEMENT, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY SELLER, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE GOODS.

Buyer has (i) read and agree to the terms of this Agreement, including but not limited to the medical and weight capacity disclaimers attached hereto and made a part hereof as Exhibit 2, and (ii) reviewed the Quote for accuracy of items, quantities, prices, and product options, and agrees with and accepts Agreement and Quote.:

Buyer- _____

Signature: _____ Date: _____

If electronically signed, the date is the date of quote acceptance and online signature.

EXHIBIT 1

Quote- See Above

EXHIBIT 2

medical and weight capacity disclaimers

Medical Disclaimer:

Seller specializes in heavy duty, big & tall seating for demanding work environments. Seller does not advertise its products as a solution for those with medical or mobility issues. If you have a medical or mobility issue, we advise you to seek a seating solution from a medical solutions provider and discuss your needs with a medical professional. Our products are not designed for this purpose.

Seller chairs are designed for typical office use only. They should not be used as a mobility tool, such as a wheelchair or as a walker. Users must have the necessary mobility to appropriately stand up and sit down in the office chair. To stand up, users must do so under their own strength, or use an adequate table for support, not a part of the chair. The armrests, backrest, and other components of our office chairs are not designed to withstand a user's entire weight in the action of standing up or sitting down. Most office chairs are designed with wheels and are expected to move or tip if force is applied unevenly on the chair - bracing on a single armrest, etc. This action poses a dangerous risk for those with mobility issues

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and who may fall if the chair shifts under inappropriate use.

Seller does not advertise its products as a solution for chronic pain, back surgeries, or arthritis. For individual with specific needs relating to pain, we highly suggest looking for a medical-specific furniture solution. Seller specializes in heavy duty chairs designed for the office and will be comfortable for standard office use, but do not contain any special features to accommodate medical issues.

All office chairs offered by Seller are to be used at the user's own risk. By ordering with us, you agree to not hold Seller responsible nor liable for damages incurred through use of one of our office chairs.

Weight Capacity Disclaimer and Definitions:

As a dealer in heavy duty, commercial furniture, weight capacity is a common specification on most of our products. Weight capacities advertised should be assumed as static load capacities unless otherwise noted in the product description.

Static Load Capacity: Static load refers to the weight of an object, all things stationary. If you set an item on a table, or sit in a chair, the static load is the weight once the load has settled and is no longer moving.

Dynamic Load Capacity: Dynamic load capacity refers to the weight of a load, assuming it is moving. For example, dropping a 40 LB bag of sand will have a force greater than 40 LBs until the load settles on the surface it lands on. For seating, the act of sitting down can increase the load exerted on a chair, depending on how much the user "falls" into the chair and the weight of the user. For tables, any machinery with moving parts that will rest on the table, will add the load weight. The act of setting an object on a table will also increase the load weight.

In addition, all weight capacities assume a load is evenly distributed across the surface of the item. Loads not evenly distributed will decrease effective static load capacity of any item. Highly unbalanced loads can pose a safety issue.

Please use this guidance accordingly when making decisions regarding which products will be suitable for your use. Buyer assumes all responsibility for determining the static weight capacity needed for their application. Seller shall not be held liable for product failures not adhering to static load capacity guidance.

Payment terms: Immediate Payment