SUBJECT: CITYWIDE PURCHASE OF ERGONOMIC CHAIRS

BID #: SC-0254-22

OPEN DATE: 6/30/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PURCHASING DIVISION

BASIS OF AWARD: MULTIPLE AWARDS – GREATEST DISCOUNT PERCENTAGE FOR EACH MANUFACTURER

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED:** 6 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the following suppliers as the lowest responsive, responsible bidders based on the attached Bid Tabulation: Budget Office Interiors, Inc.; Office Environments & Services, Inc.; Perdue, Inc.; PRIDE Enterprises; Venture Office Solutions; and W.B. Mason.

Total estimated initial expenditure amount not-to-exceed $75,000.00. Period of service will be from October 1, 2021 through September 30, 2022 with three (3) one (1) year renewal options.

Funding shall be encumbered from various accounts and executed by Purchase Orders.

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2021. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ATTACHMENTS: Recommendation Memo; Bid Tabulation; Terms & Conditions; Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: GREG PEASE, CHIEF, PROCUREMENT DIVISION

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

To: Gregory W. Pease, Division Chief, Procurement Division

From: David Klages, Purchasing Analyst

Date: August 23, 2021

Subject: SC-0254-22 Citywide Purchase of Office Ergonomic Chairs

The Procurement Division recommends approval of award to the following suppliers as the lowest responsive, responsible bidders based on the attached Bid Tabulation: Budget Office Interiors, Inc.; Office Environments & Services, Inc.; Perdue, Inc.; PRIDE Enterprises; Venture Office Solutions; and W.B. Mason.

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Thank you for your assistance and consideration in this matter.

CC: Dustin Freeman
Manager of Purchasing Services
Procurement Division

Bid Tabulation
SC-0254-22 Citywide Purchase of Ergonomic Chairs

Supplier	Manufacturer	Discount %
Budget Office Interiors, Inc.	Allseating Corp.	41.00%
W.B. Mason	Allsteel, Inc.	64.00%
Venture Office Solutions	ergoCentric U.S., Inc.	55.00%
Office Environments & Services, Inc.	Haworth	50.00%
W.B. Mason	HON Company	60.95%
W.B. Mason	Humanscale Corp.	58.50%
Budget Office Interiors, Inc.	Indiana Furniture	41.00%
PRIDE Enterprises	Krueger International, Inc.	55.00%
Office Environments & Services, Inc.	National Office Furniture	57.65%
Office Environments & Services, Inc.	Sit On It Seating	56.00%
Perdue, Inc.	Steelcase	50.00%

TERMS AND CONDITIONS

CITYWIDE PURCHASE OF ERGONOMIC CHAIRS

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Citywide Purchase of Ergonomic Chairs** as listed in the bid documents.

2. **AWARD**
Award will be **MULTIPLE AWARDS** to the responsive, responsible bidder(s) offering the greatest discount percentage for each manufacturer. The responsive, responsible bidder offering the greatest discount percentage for a particular manufacturer will be awarded the contract for that manufacturer (see below).

Bidder 1 offers a 50% discount for ABC, Inc. (Manufacturer).
Bidder 2 offers 45% discounts for ABC, Inc. and XYZ, Inc. (Manufacturers).

Bidder 1 would be awarded a contract for ABC, Inc. and Bidder 2 would be awarded a contract for XYZ, Inc.

In the event of a tie for the same discount percentage for the same manufacturer, the tie will be broken by drawing lots at the General Government Awards Committee (GGAC) meeting. The name of the bidder drawn will be the winner.

The City reserves the right to add or delete manufacturers as deemed necessary.

The City reserves the right to reject any or all bids. All awards are subject to the availability of funds.

As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.

- Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.
- Restrictions and exemptions may apply. Please refer to Section 126.114 for specifics.

3. **TERM OF AGREEMENT**
The term of this agreement will be October 1, 2021 through September 30, 2022 with three (3) one (1) year renewal options. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

   a. Bidder shall provide proof of applicable local business license if located within Duval County.

5. **PRE-BID CONFERENCE**
N/A.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
No guarantee is given to any awarded bidder(s) as to the total number of purchases or of the average dollar amount per order that may result during the term of this contract.

8. **DELIVERY**
A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. **ESCALATION/DE-ESCALATION**
All discount percentages submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for discount percentage escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any discount percentage decrease request.

10. **PRICES**
All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. **PICK UP AND RETURNS**
The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **COMPLIANCE WITH SPECIFICATIONS**
The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. **INVOICING**
Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. **INSURANCE / INDEMNIFICATION**
Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. **REPORTING**
The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. **SUPPLIER ACCESSIBILITY**
The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

CITYWIDE PURCHASE OF ERGONOMIC CHAIRS

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

All items furnished shall be completely new, unopened if packaged, and free from defects.

All orders must be received within six (6) weeks (42 calendar days) after receipt of a Purchase Order. In the event the awarded bidder fails to deliver within these guidelines, the City reserves the right to cancel the order in whole or in part at no cost to the City and to make necessary purchases outside of the contract.

In most cases there will be several available sources of supply to fill the needs of the City. When the need arises, the awarded bidder(s) will be contacted for price quotations and the City agency will select the source/product line affording the least cost, consistent with quality and service, that meets its needs.

FORMS:

- **Form 1 Discount Percentage:** State the manufacturer(s) the bidder is an authorized dealer of and the cost discount percentage for the manufacturer's product line(s). Bidder must take into account all fees/charges when offering the discount percentage as no additional fees/charges will be acceptable.

  Bidders may submit discounts for multiple manufacturers.

- **Form 2 Additional Discounts/Costs:** State additional discounts, if applicable, such as a discount for a single order of multiple contract items to be delivered at one time, to one destination.

  If the bidder has a Quick Ship Program, he/she must state the number of business days for the delivery of products under the program.

  The bidder will state the cost to warehouse items in which delivery has been delayed for more than fourteen (14) calendar days through no fault of the supplier.

- **Form 3 Contact Information:** Provide the full contact information of the sales representative for ordering products under this solicitation. Also provide the contact information for the person responsible for administering the contract (i.e. contract renewals, etc.).

- **Form 4 Authorized Dealer Verification Form:** Complete the form and include a signed letter from the manufacture (on the manufacturer's letterhead) verifying that the supplier (bidder) is an authorized dealer for the manufacturer.

- **Form 5 Warranty Information:** Warranties must be equal to, or better than, the requirements contained herein. Failure to complete the form for each manufacture shall render the bidder's submission for said manufacturer non-responsive.

BIDDER'S RESPONSIBILITY:

- Bidders must maintain a local office and provide a dedicated sales representative(s) available to the City agencies on a daily basis, as needed.

- Bidders must have an available service representative(s) to handle any warranty claims during the warranty period.

- Bidders must have an available representative(s) that will come to the site and assist in color coordination, chair size (i.e. pan size), and overall fit for the user when requested by the City as part of the delivery fee.

- Awarded bidders must have samples available in their showrooms of the manufacturers' product lines they were awarded. If samples of the product line are not readily available, the awarded bidder will produce a sample(s) in a timely manner.

- Awarded bidders must only supply products in accordance with the Specifications herein. Products delivered that do not meet the minimum quality requirements will be returned to the bidder at no cost to the City.

- The awarded bidders will provide all labor, products, invoices, and freight necessary to fulfill the City's needs. All orders will be coordinated between the using agency, the buyer, and the supplier. Contract issues and other unresolved problems will be coordinated through the Procurement Division and/or the Ombudsman's Office and the supplier's authorized representative.

- Bidders must include a letter of verification from the manufacturer's representative stating they are authorized to represent, sell, service and install their product(s) (see *Form 4 Authorized Dealer Certification Form*). This must be honored for the length of this contract. Manufacturers' letters must be submitted with the bid in order for the bidder to be considered for award for said manufacturer.

- When requested by a City agency, the awarded bidder (supplier) must provide a written sales quotation (quote) to the agency detailing the following:
    - Supplier's item number(s)
    - Manufacturer's item number(s) if different from the supplier's item number(s)
    - Product description(s)
    - Manufacturer's suggested retail price (MSRP)
    - Supplier's discount percentage (must be no less than the discount percentage offered on *Forms 1 – 6*)
    - Unit of Measure
    - Estimated timeframe for delivery.

  Note: Quotes not having all the required information will not be accepted.

- Quoted prices must include of **all** fees/charges.

- Quoted prices shall be binding for up to three (3) weeks (21 calendar days) from the date on the quote.

DELIVERY:

- The City will order items under this contract by issuance of a City purchase order (PO). Each purchase order will specify the item(s) being ordered, the quantity required, the delivery address, and the user (City contact person).

  The supplier shall be prepared to deliver all orders to the user's location and within the delivery timeframe stated on the supplier's quote.

  Prior to issuing a purchase order, the City may require the supplier to provide (deliver) a sample product(s) to the City for up to one (1) week at no cost to the City. The City reserves the right to return (picked up by the supplier) the sample product(s) at no cost.

  The issuance of a purchase order shall bind the City to the purchase price stated on the purchase order.

- Instructions for use, including explanations of all the features and functions, demonstrations, and instructions for making adjustments, must be offered to the user. Additionally, the name of the individual receiving the chair should be noted on the documents to ensure that the correct person is receiving the chair. Inspection and acceptance by the user should also be noted somewhere on the paperwork.

- Suppliers are required to contact the user identified on the purchase order(s) at least 24 hours prior to delivery to

ensure space is ready to receive the item(s). Failure to notify the user within 24 hours may cause postponement of the delivery. The City will not be liable for additional charges under this circumstance.

- Delivery shall include placement, assembly (if applicable), and servicing (adjustment) of the item(s) to operational status. Inspection and acceptance shall be performed and authorized by the user listed on the purchase order or by another designated City employee.

- All unusable materials and debris shall be removed from the premises by the supplier and properly disposed of. Upon completion of delivery, the supplier shall thoroughly clean all areas to the satisfaction of the City where the item(s) was delivered and serviced.

- Quoted prices must include delivery (see above for description of delivery requirements) of all items listed on the purchase order(s). All deliveries are the responsibility of the supplier. The City will not pay for any additional charges other than what is contained in the purchase order(s) based on the written quote(s) provided.

- All damages and claims are the responsibility of the supplier. No shipment of items by public carrier shall name the City or any of its agencies as consignee.

- All deliveries will be made Monday through Friday between the hours of 8:00 a.m. – 5:00 p.m. Servicing may be performed at other hours at no additional cost to the City but only with written approval obtained in advance from an authorized City employee.

- Should conditions dictate that delivery must be delayed, through no fault of the supplier, the supplier shall be required to warehouse the item(s) for a period not to exceed fourteen (14) calendar days at no additional cost to the City. Additional charges for warehousing items must be not greater than the bidder's proposed charges in *Form 2 – Additional Discounts/Costs*.

- In the event the supplier is not able to deliver the order within the timeframe stated on the written quote, the supplier must contact the user listed on the purchase order to establish a new delivery date. Depending on the situation and the need of the item(s), the supplier may be required to loan a comparable item(s) to the City at no cost until delivery is made.

- A City of Jacksonville Procurement Division representative will monitor the supplier's performance, particularly in terms of delivery, assembly, and service. Suppliers who consistently fail to deliver orders on time, or who sell items not approved under this contract or items from manufacturers that were not awarded to them will have their award (contract) rescinded.

DISCOUNTS:

- Bidders must submit their offered discounts on *Form 1 Discount Percentage*. Awarded bidders shall honor their discount(s) for the duration of the contract term. No supplemental or altered discount form will be accepted. Any deviation from this requirement will result in the rejection of the bid submittal for that manufacturer.

- The City prefers to verify MSRP of the item(s) quoted through the manufacturer's or the supplier's website, if available. A printout of the item's MSRP shall be included with the written quote provided by the supplier.

QUALITY:

- All items delivered under this contract must be brand new and of current production model. No used, refurbished, or previously returned items will be accepted.

- All items must be factory assembled.

WARRANTY:

- The City of Jacksonville requires a **ten (10) year** warranty on all products purchased under this solicitation. The warranty must include all parts and service.

- If the manufacture's standard warranty is not equal to, or better than, the requirements listed above, the bidder must provide, with his/her bid submittal, a signed letter from the manufacturer confirming that the manufacturer will honor said requirements.

- By stating on *Form 5 Warranty Information* that the manufacturer's warranty conforms to the requirements herein, the bidder shall be responsible for any and all warranty claims made under the warranty.

- Exceptions to the ten (10) year warranty requirement:
  - Casters: three (3) year warranty
  - Upholstery: three (3) year warranty
  - Pneumatic: five (5) year warranty

QUICK SHIP PROGRAM:

- All awarded bidders who have a "Quick Ship Program" must make the program available to the City of Jacksonville at no additional cost to the MSRP or reduction of discount.

TERMINATION:

- If, in the opinion of the City of Jacksonville, at any time during the contract the supplier fails to meet the requirements herein or fails to perform in accordance with the terms of this solicitation or in accordance with the Better Industry Standards, the contract may be cancelled upon thirty (30) days written notice. If such action is deemed necessary, the supplier may be placed on the Disqualified/Probationary Vendors List for a specified period of time, subject to appeal to the General Government Awards Committee and the Mayor's Office.