



Memorandum

TO: Fox Cities Transit Commission

FROM: Ron McDonald, General Manager

DATE: September 01, 2023

RE: Authorization to purchase office furniture per VT Specification 119147

Valley Transit broke ground for the Whitman Ave. rehabilitation and construction in early August. New furniture is necessary for this project. Office furniture lead-times are extensive. By placing an order well in advance of when it is needed, allows the manufacturer to enter the order into their build schedule. That allows for a greater expectation the furniture will be delivered when it is needed.

ANALYSIS

Valley Transit is authorized to purchase office furniture through the State of Wisconsin competitive procurement, 505ENT-M20-OFFURNITUR. Building Service, Inc. is an eligible dealer within the state contract. BSI worked with Valley Transit to assess furniture needs based on the facility renovation. Through extensive effort, BSI provided a final proposal meeting or exceeding the State procurement discounts.

FISCAL IMPACT

BSI proposed furniture to cost \$236,533.77, including delivery and installation. Valley Transit has grant funds and has budgeted sufficiently to purchase this furniture.

RECOMMENDATION

Staff recommends issuing a purchase order to BSI for office furniture per VT Specification 119417 as allowed through State of Wisconsin contract 505ENT-M20-OFFURNITUR equal to \$236,533.77 plus contingency (10%) \$23,653.23. The project maximum should not exceed \$259,187.



August 31, 2023

Project #119417

City of Appleton
801 S Whitman Ave
APPLETON, WI 54911
Attn: Ronald McDonald

Proposal for: **Valley Transit Renovation Proposal**

****FURNISHINGS PROPOSAL****

BSI is pleased to submit this proposal to furnish labor and materials required to perform all work in accordance with direction / drawings by BSI dated 10/19/22 and the following attachment:

- Attachment #1 – Specification 119417 _State Contract Items_Omnia Contract Discounts_20230822.pdf
- #2 – Drawing 119417_Valley Transit Renovation_20230806.pdf

Project Total: \$236,533.77

TAX EXEMPT

Notes:

Please note that across the nation, there is a shortage of raw materials, such as foam and plastic, needed to fabricate products. This situation, along with increased demand, is affecting lead times.

Terms of Payment

- 50% due at time of order for projects under \$250,000. For projects over \$250,000, 1/3 of total due at time of order, 1/3 due at start of install, balance to be invoiced upon project completion.
- All invoices due within 30 days of invoice date. Interest at a rate of 2.5% per month will be charged on all delinquent payments.
- No payment shall be withheld on any invoice because of partial delivery of the entire order.
- BSI limits credit card transactions to \$1000.00 per contract, all transactions will be assessed a 2.5% processing fee.

This proposal is subject to written acceptance within (30) days of its date. The terms on the attached are expressly made a part of this agreement.

Accepted by	Date	Presented by	Date
_____		<i>CK Killian</i>	8/31/23
Signature		Carol Killian	
		Account Executive	
		BSI (Building Service Inc.)	

Title			

All sales are final upon receipt of signed proposal or customer purchase order issued to BSI, and accepted by an officer of Building Service Inc.

BSI (Building Service Inc.) Date

Title



www.buildingservice.com
Waukesha 262.955.6400
Appleton 920.735.3636

Terms and Conditions

Signature of proposal or receipt of customer purchase order binds client to the following terms and conditions.

Warranty

- All work is warranted by BSI (Building Service, Inc.) to be free from defects in materials or workmanship for a period of twelve (12) months from date of delivery /or substantial completion, or for the length of manufacturers stated warranty (whichever is longest). No agent or representative of BSI is authorized to make any additional representations or warranties unless in writing and made part of these terms and conditions of sale.

Delays

- If delivery cannot be made as scheduled (due to non-BSI related conditions) buyer will pay any applicable warehousing and redelivery charges. The product will be made available for inspection at the designated storage facility and will be invoiced according to original schedule and payment terms.

Safety & Storage

- Purchaser agrees to furnish a safe place for storage of BSI supplies and equipment as well as all furnishings and materials, described herein. In addition, supply without cost; necessary light, heat, power, elevator service and a safe environment for BSI and its associates. BSI associates shall be informed by the owner of all hazardous substances which they may come in contact with at the site.
- The site shall be clean, clear and free of debris prior to commencement of work. Adequate facilities for off-loading, staging, moving and handling shall be provided.
- After arrival at site, any loss or damages by weather, fire or other elements, other trades or buyers' personnel shall be the responsibility of the buyer. Purchaser must notify BSI, in writing, of any claim for damages to goods within 3 days of delivery. In the event of damages BSI reserves the right to repair damaged product or replace the item as deemed appropriate by BSI.

Asbestos/Mold

- In the event it shall be determined or found during the course of BSI's performance of this contract that there is asbestos or mold in the area of the work being so performed, it is understood and agreed that BSI shall discontinue its work until such time as the asbestos or mold is removed by owner and/or general contractor with whom this contract is being made. In the event the asbestos or mold is not so removed or other suitable arrangements are not made, this contract shall then terminate and BSI shall then be paid for the work performed by it up to the time of the termination of its performance. BSI shall not be responsible for the removal, cost of removal or the cost of any construction delays which shall be caused, incurred and/or sustained by reason of the presence of asbestos or mold on the subject premises.
- After asbestos containing materials or mold has been removed by a qualified abatement contractor, the owner shall provide BSI with a written air clearance sample results (as determined by laboratory analysis) that are no greater than 0.01 fibers per cubic centimeter as analyzed by phase contrast microscopy or as accepted by EPA transmission electron microscopy clearance standard.

Changes

- All change orders or proposals for additional work must be signed before work will commence. No credit allowance shall be made for alterations, unless such credit or allowance has been agreed to by BSI in writing.
- All additions, amendments, or changes of any manner whatsoever, subsequent to this contract, shall be now and at all times subject to the provisions, restrictions, limitations, conditions and remedies provided for in this contract, whether or not such orders, additions, amendments or changes be evidenced by further writings.
- In the event a cancellation must be made after this proposal is approved and submitted by the purchaser to BSI, it is understood and agreed that BSI will be paid for materials ordered, all stock inventory and all work already accomplished on the project to date of cancellation, as well as all manufacturer cancellation/change penalties.

Escalator Clause

- In the event of significant delay or price increase of material or freight, occurring during the performance of the contract resulting from acts beyond BSI's reasonable control including, without limitation, acts of God, pandemics, epidemics, quarantine, government mandated shutdowns, acts of war or terrorism, shortages of material, labor difficulties, riots, or civil unrest, the contract sum, the time of completion, or contract requirements shall be equitably adjusted by Change Order. A change in price of an item of material or freight will be considered significant when the price of an item increases 20% or more between the date of this Contract and the date of installation. The amount of the increase shall be capped at 50% of the increase in cost of the original budget price for the item. In addition, during periods of excessive inflation on gas prices, a small gas surcharge of ¼ of 1% will be added to all invoices capped at \$750.00 max.