

SULTAN CITY COUNCIL AGENDA ITEM COVER SHEET

DATE: February 26, 2009

ITEM: C - 4

SUBJECT: Bank and Office Interiors Contract for Services

CONTACT PERSON: Deborah Knight, City Administrator

Issue:

Authorization is needed from the City Council in order to participate in an Intergovernmental Cooperative Purchasing Agreement (Attachment A) between the City of Sultan and the University of Washington to enter into a contract (Attachment B) with Bank and Office Interiors.

The purpose of the contract is to provide assistance in reorganizing the interior cubicle walls at City Hall and move file cabinets containing archived records to the City owned buildings on First Street.

Staff Recommendation:

Authorize the Mayor to sign an Intergovernmental Cooperative Purchasing Agreement with the University of Washington to enter into a contract with Bank and Office Interiors.

The University of Washington conducted an extension bid process seeking the lowest responsible bidder for the provision of Steelcase, Steelcase Design Partnerships furniture and related services. Bank and Office Interiors were the lowest responsible bidder.

Summary:

The city has been creating a new filing system for city land use and building permit files based on addresses. This new filing system will allow the city to track multiple permits over time to a single address rather than tracking permits by permit type with no single consolidated location. This will provide the public with a more efficient method of locating information regarding their property. This is especially effective for new owners who have questions about past improvements to their homes and businesses. It is also a step toward creating an on-line permit tracking system.

The city has purchased new lateral file cabinets for storing address records using a grant from the State Archivist. Bob Martin, the City's Community Development Director and Donna Murphy have been efficient in using volunteers to create the new filing system and transfer land use and building permit files to the new file folders and cabinets.

As the old files have been transferred, city staff have taken the opportunity to archive files for transfer to the city owned buildings on First Street. Since the new lateral file cabinets are configured differently, the current cubicle arrangement in the center of the City Hall offices needs to be moved to make room for the new cabinets.

City staff recommend contracting with Bank and Office Interiors to assist the City with rearranging the City's office space and moving archived files. Snohomish County and other cities use Bank and Office Interiors for similar work and recommend the company. Snohomish County used Bank and Office to transfer file cabinets and other materials to City Hall during the transition to the Snohomish County Sheriff's Office for police services.

Fiscal Impact:

City staff are meeting with the Bank and Office representative on February 23, 2009 to discuss the project and get a quote for the work. The work is tentatively scheduled for March 11, 2009.

Staff anticipate it will take between 4 and 6 hours to move the file cabinets and archived records and rearrange the office space. The cost for the work should not exceed \$750 including drive time (2 people x 6 hours x \$42/hour). Staff recommend using the building maintenance and repair fund to complete the work.

Alternatives:

1. Authorize the Mayor to sign an Intergovernmental Cooperative Purchasing Agreement with the University of Washington to enter into a contract with Bank and Office Interiors. The total amount for the work is not to exceed \$750. This alternative implies the Council is comfortable contracting with Bank and Office Interiors to assist the City with rearranging office space and relocating files.
2. Do not authorize these tasks. Do not authorize the Mayor to sign an Intergovernmental Cooperative Purchasing Agreement with the University of Washington to enter into a contract with Bank and Office Interiors. Direct staff to areas of concern. This alternative indicates the Council has serious questions or concerns about the scope of work, project cost estimates or overall project. The Council could choose to delay a decision until the March 12, 2009 meeting. The project could be delayed slightly as a result of Council action.
3. Do not authorize the Mayor to sign an Intergovernmental Cooperative Purchasing Agreement with the University of Washington to enter into a contract with Bank and Office Interiors. The action implies the City Council has serious concerns about the proposed scope of work and/or project.

Recommended Action:

Authorize the Mayor to sign an Intergovernmental Cooperative Purchasing Agreement with the University of Washington to enter into a contract with Bank and Office Interiors.

Attachments:

A – Intergovernmental Cooperative Purchasing Agreement

B – Contract for Services

Council Action:

Date:

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

Pursuant to Chapter 39.34 RCW and to other provisions of law, the University of Washington (“University”) and the following named municipal corporation or political subdivision of the State of Washington, or political subdivision of another state, _____ (hereinafter called the “Political Subdivision”) hereby enter into this Intergovernmental Cooperative Purchasing Agreement (hereinafter called the “Agreement”), the purpose of which is to purchase goods and services from Workspace Development, LLC, dba Bank and Office Interiors (“Vendor”) pursuant to the Master Contract Between University and Vendor, Contract Number SL0206 (“Contract”), dated November 2, 2006, upon the following terms and conditions:

- (1) The University has contracted for the purchase of goods and services from Vendor according with the laws and regulations governing purchases by and on behalf of the University.
- (2) The bid or solicitation notice for the Contract was posted on a web site established and maintained by the Journal of Commerce for the purposes of posting public notice of bid and proposal solicitations.
- (3) The Political Subdivision may purchase goods and services covered by the Contract on the same terms and conditions as the University. Purchases by the Political Subdivision may be made by a purchase order issued by the Political Subdivision to the Vendor. The Political Subdivision accepts full responsibility for payment for any goods and services it purchases under the Contract.
- (4) The Political Subdivision reserves the right to contract independently for the purchase of any particular class of goods or services, with or without notice being given to the University.
- (5) This Agreement shall be effective on the later of the two signature dates appearing below, and shall continue in force until cancelled in writing by either party.

- (6) The Political Subdivision agrees that all purchases from the Contract will be made only for the direct use of the Political Subdivision and will not be made on behalf of other jurisdictions.
- (7) It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement.
- (8) The Political Subdivision shall be responsible for filing a copy of this Agreement with its county auditor's office or the auditor's office in Thurston County, Washington.
- (9) By its signature below, the University confirms it approves of this Agreement as required by RCW 39.34.050 and it is authorized to enter into this Agreement pursuant to RCW 39.34.080. Similarly, by its signature below, the Political Subdivision confirms it is authorized to enter into this Agreement pursuant to RCW 39.34.080.
- (10) NOTICES: Any notice, demand or other communication required or permitted to be given under this Contract shall be made to the parties at the addresses provided below.

University of Washington contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Name: _____
Address: _____
City, St. Zip _____
Phone Number _____
Federal ID #: _____
Fax Number: _____
Email Address: _____

Political Subdivision contact information:

Contact Person (To whom contract documents and related communications are to be mailed or faxed).

Political Subdivision Name: _____
Name: _____
Address: _____
City, St. Zip _____
Phone Number _____
Federal ID #: _____
Fax Number: _____
Email Address: _____

The undersigned has read, understands and agrees to the terms and conditions of this agreement.

Political Subdivision Authorized Signature: _____

Name: _____
Title: _____
Address: _____
Phone Number: _____
Date: _____

FOR UNIVERSITY OF WASHINGTON USE ONLY (Completed by University, this page will be returned to you in executed copy)

University has assigned you customer number _____. Please provide this number when ordering from contracts or communications with University.

UNIVERSITY AUTHORIZED SIGNATURE

Name Title Date

MASTER CONTRACT
BETWEEN
UNIVERSITY OF WASHINGTON
AND
WORKSPACE DEVELOPMENT, LLC
dba BANK AND OFFICE INTERIORS
CONTRACT NUMBER SL0206

DATE 11/2/06

1. PARTIES

This Master Contract is made and entered into by and between University of Washington (including its Tacoma and Bothell branch campuses), and the below named firm, for the provision of Steelcase and Steelcase Design Partners products and relating services in accordance with the scope of work, terms and conditions, and requirements as stated in this Contract;

Workspace Development, LLC
dba Bank & Office Interiors
5601 6th Avenue South
Seattle, WA 98108
Phone: (206) 768-8000
Fax: (206) 768-0236
Washington State UBI# 602-011-715
Washington State Vendor # SWV0007142-00

2. DEFINITIONS

Buyer, User, Purchaser	University of Washington, Political sub-divisions non-profits organizations as defined in Paragraph 18, and WIPHE members as defined by paragraph 19
University	University of Washington
Seller, Vendor, Contractor	Workspace Development, LLC dba Bank & Office Interiors
Manufacturer	Steelcase and Steelcase Design Partners
Contract, Agreement	Master Contract # SL0206

3. RECITAL

Whereas, the University of Washington conducted an open, competitive acquisition process and issued an Invitation to Bid dated March 10, 2006, **Exhibit 1** hereto, for the provision of Steelcase and Steelcase Design Partners products and related services.

Whereas, Vendor submitted a timely response on March 31, 2006, **Exhibit 2** hereto, and after evaluation was identified as the apparent successful Vendor, and

Whereas, University has determined that entering into a Contract with Vendor will meet the needs of University and be in its best interest;

Now therefore, University hereby awards this Contract to Vendor to furnish Steelcase and Steelcase Design Partners products and services in accordance with the requirements, Terms and Conditions stated herein.

In the event of conflicts between the Terms and Conditions of this Contract and the referenced Exhibits, the following priority shall apply:

- 1.) Terms and Conditions of this Master Contract
- 2.) Terms and Conditions of University's Invitation to Bid# SL0206 and Addendum No.1
- 3) Vendor's Response to University's ITB SL0206 dated 3/31/06

SL0206 ATTACHMENT A2 - SERVICE RATES

Except as specifically noted, all pricing below are based on work performed during Vendor's normal business hours of 7:00am to 3:30pm and does not include electrician services.

Inside Delivery	3% of total discounted purchased price; Steelcase products only If within 30 miles range of the Vendor's Seattle and Spokane Distribution Centers 6% of total discounted purchased price; Steelcase products only If outside 30 miles range of the Vendor's Seattle and Spokane Distribution Centers Inside Delivery for Design Partners and Pathway products to be quoted on a "per order basis
Installation Services	13.96% of total discounted purchased price, Steelcase products only
Installation Services	20.94% of total discounted purchased price, Steelcase products only, during evening, weekends and holidays.
Installation Services	\$42/Hour per man hour
Installation Services	\$63/Hour per man hour during evenings, weekends and holidays
Furniture Project Management (FPM)	\$40.00/hour
Furniture Project Management (FPM)	\$60.00/hour during evening, weekends and holidays
Reconfiguration and reassembly services	\$42/Hour per man hour
Reconfiguration and reassembly services	\$63/Hour per man hour during evenings, weekends and holidays
Warehousing	\$.80/Squre Foot per month (First 30 days of warehousing is included in basic pricing)
Layout and Design/CAD services	\$50.00/Hour
Guardsman brand fabric protection service	\$5.00/ Square yard, \$12.00/Chair
Audit & check of specifications as requested	\$50.00/Hour
Non - Warranty repair services (Labor & travel)	\$0.00/Hour (Limited to Steelcase and Steelcase Design Partners products only)
Service of an Electrician	\$85.00/Hour
Service of an Electrician	\$125.00/Hour if during evenings, weekends and holidays.
AST Management	\$55.00/Hour, \$5.00 In fee and \$4.00 Out fee.
Inventory Services	\$50.00/Hour
Wood Refinish Services	\$65.00/Hour