



## AGENDA ITEM SUMMARY FORM

**MEETING DATE:** 11/25/24

**PREPARED BY:** Linda A. Kunath

**AGENDA ITEM CONTENT:** Replace Workstations - Finance & City Manager Departments

**AGENDA ITEM SECTION:** Consent Agenda

**BUDGETED AMOUNT:** \$56,700

**FUNDS REQUESTED:** \$0

**FUND:** 101-248-981-5000

**EXECUTIVE SUMMARY:**

The FY 2024-25 Budget includes funding for the replacement of furniture in the Finance and City Manager's Departments. The workstations in these two City Hall Departments are not cohesive sets, are in fair to poor condition over 25 years old, and are the remaining Civic Center Project workstations to be replaced. Farmington Hills cooperative bid pricing has been extended to Madison Heights for purchase at Smart Business Source.

**RECOMMENDATION:**

Staff recommends Council approve the purchase of replacement workstations from Smart Business Source in the amount of \$50,732.58, as presented.



**Business Source**  
everything for your workplace

**Phone: 248-577-0740**

Page 1 of 1

**Direct Phone # : 248-577-0740 x115**  
**Customer PO # :**

[illegible]

<b>Grand Total</b>	<b>\$ 50,732.58</b>
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**Date**

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL**  
**November 14, 2022**

**SUBJECT: AWARD OF PROPOSALS FOR AS NEEDED CITY OFFICE FURNISHINGS**

**ADMINISTRATIVE SUMMARY**

- Sealed proposals were advertised, available on the MITN e-procurement website, and after one postponement to encourage additional response, publicly opened read aloud on October 25, 2022, for office furnishings. Request for Proposals (RFP's) were sent to seventy-six (76) vendors (including nineteen (19) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled) with four (4) responding. Once the award has been made it will be extendable to all MITN members. The past awarded agreement was also extendable and was utilized by multiple agencies throughout Michigan.
- Various office furnishings are required for departments at different times during the year. The agreement provides contract pricing for one (1) year from the date of award and four (4) additional one (1) year extensions through mutual consent under the same terms and conditions. The request for proposals requires vendors to quote a percentage off list price to design workstations, provide, deliver and install office furnishings from specified manufacturers. The specified manufacturers chosen are for products that have been standards for several years and are proven to be of superior quality.
- Central Services staff evaluated the responses and checked references and is recommending awarding to Smart Business Source. They offered very competitive pricing; they have in-house designers & installers and they have excellent references. In fact, the City has ordered several items from them in the past six (6) month's and received excellent service. Staff is confident that both companies understand the scope of the agreement and will provide satisfactory service. As with all similar agreements the City reserves the right to contract outside this agreement if the need arises.
- A minimum two (2) year warranty for all furnishings purchased was included as part of the specifications.
- All purchases are budgeted in department capital and operating accounts.

**PRICING TABULATION**

MANUFACTURER	LB Office Supply Madison Heights, MI	Resource Office Interiors Novi, MI	Smart Business Source Troy, MI	Nexttrinsk Corp. dba NextTech Professional Services Southfield, MI
	PERCENT OFF LIST PRICE	PERCENT OFF LIST PRICE	PERCENT OFF LIST PRICE	PERCENT OFF LIST PRICE
Hon Furniture	50%	N/A	53%	N/A
Intelligent Office Furniture (IOF)	50%	N/A	56%	N/A
Trendway Furniture	50%	*Omnia contract pricing	55%	N/A
Lacasse Furniture	50%	51%	50%	N/A
Great Openings	50%	58%	N/A	N/A
United Chair	50%	53%	53%	N/A
9-5 Seating	50%	53%	50%	48%
Lorell Furniture	50%	N/A	50%	N/A
LazyBoy	50%	N/A	50%	N/A
Seating Incorporated	N/A	N/A	50%	47%

**RECOMMENDATION**

In view of the above, it is recommended that City Council authorize the City Manager to approve all budgeted purchase orders for office furnishings to Smart Business Source for one (1) year with one or more administration-approved extensions not to exceed a total of four (4) additional years, under the same terms and conditions, through mutual consent by the City of Farmington Hills and each awarded vendor.

Prepared by: Michelle Aranowski, Senior Buyer  
Reviewed by: Kelly Monico, Director of Central Services  
Approved by: Gary Mekjian, City Manager

COPY

Smart Business Source

CITY OF FARMINGTON HILLS  
DEPARTMENT OF CENTRAL SERVICES  
PURCHASING DIVISION



PHONE 248-871-2435  
FAX 248-871-2431

31555 W. ELEVEN MILE ROAD  
FARMINGTON HILLS, MI 48336-1165  
www.fhgov.com

Pg. 1 of 16

## REQUEST FOR PROPOSALS

**ITB:** #rfp-fh-22-23-2359

**ITEM:** Office Furnishings

**DEADLINE:** Tuesday, October 25, 2022, 10:00 a.m. E.D.T.

**QUESTIONS:** Accepted via email to Michelle Aranowski, Senior Buyer, [maranowski@fhgov.com](mailto:maranowski@fhgov.com)

### 1. SUBMISSION AND RECEIPT OF PROPOSALS

Proposals to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE PROPOSALS WILL BE ACCEPTED.** The City reserves the right to postpone the opening for its own convenience. Bidders shall use the proposal documents furnished as none other may be accepted. Proposals are considered received when in the possession of the Farmington Hills City Clerk. All proposals shall be labeled with the above-identified RFP number, item, as well as the aforementioned deadline date& time and the vendor name and address on the outside of the envelope. Proposals shall be sealed when submitted. Separate proposals shall be submitted for each proposal RFP number and shall be typewritten or written in ink and legibly prepared. Proposals having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No Bid", do not follow the above directions but send a letter to the Purchasing Division indicating a "No Bid".** Proposals shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or emailed proposals will be accepted.**

### 2. RESPONSIVE PROPOSALS

All pages of this Request for Proposals document ("RFP") or "proposal document" and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unless otherwise specified, the City reserves the right to accept any item in the proposal. Bidders may submit proposals on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive and reject any incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements stated in this RFP will negate any response. The City of Farmington Hills promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations

### 3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept NO CHANGES to the proposal document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the proposal document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the proposal document. Any Vendor who submits a proposal and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the proposal document, shall be bound by the Authorized Version of the proposal document, including any changes, modifications or additions to the Authorized Version. If a proposal is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the proposal, and that Vendor fails to accept the award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that

document appearing on the MITN with amendments and updates. The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). **Copies of documents obtained from any other source are not considered official copies.** Only those vendors who obtain documents from either the Purchasing Division or the MITN system is guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy and any addenda.

**4. INTERPRETATION OF BID PROPOSAL AND/OR CONTRACT DOCUMENTS**

Any interpretation to a bidder regarding the proposal and/or contract documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within a reasonable time prior to the stated deadline in order that a written response in the form of an addendum to this RFP, if required, can be processed before bids are opened. Inquires received that are not made in a timely fashion may or may not be considered.

**5. CHANGES AND ADDENDA TO BID PROPOSAL DOCUMENTS**

Each change or addendum issued in relation to this proposal document will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

**6. SPECIFICATIONS**

Unless otherwise stated by bidder, the bidder's proposal will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the proposal document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the proposal. The City reserves the right and discretion to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

**7. ALTERNATES**

Bidders are cautioned that any alternate bid, unless requested by the Purchasing Division, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this proposal document, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

**8. PRICING**

Prices shall be stated in units of quantity specified in this proposal document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

**9. TAXES, TERMS AND CONDITIONS**

The City of Farmington Hills & all agencies listed in this RFP are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 - 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm>. The City's tax number is 38-6006902. General payment terms are Net 30 days upon receipt of goods (unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.



#### **10. QUANTITIES**

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

#### **11. PROCESS OF REVIEW OF BIDS & AWARD OF CONTRACT**

- A. To be considered your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & Two (2) copies (PAGES 10-16) of the bid in one sealed envelope or box.**
- B. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered.**
- C. If within the past ten (10) years, the vendor or any of its proposed subcontractors has sued the City of Farmington Hills, or has been sued by the City of Farmington Hills, with respect to project related claim or issue, the vendor shall not be eligible for consideration.**
- D. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.**
- E. The City of Farmington Hills reserves the right, in their sole and exclusive discretion, to reject any or all bids for any or no reason at all, to not award this contract to any of the bidders for any or no reason, to waive irregularities and/or informalities, and to make the award that in the opinion of the City Council is in the best interest and to the best advantage of the City of Farmington Hills.**

#### **12. WITHDRAWAL OF PROPOSAL**

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the stated proposal deadline. No proposal may be withdrawn for at least 90 days after proposal opening except the successful company whose proposal may not be withdrawn and prices shall remain firm for all time and through the entire contract period. In case of error by the bidder in preparing a proposal, the Director of the Purchasing Division may, in her discretion, reject such a proposal, provided the bidder submits to the Purchasing Division, prior to the award of contract, a signed letter which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

#### **13. DEFAULT CONDITIONS**

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

#### **14. INFRINGEMENTS AND INDEMNIFICATIONS**

The proponent, if awarded a contract, agrees to protect, defend, and save the City, its officials, employees, volunteers, departments and agents (together referred to as the "City") harmless against: any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from liability, actions, claims, suits, demands, judgements, expenses or charges of every nature and description brought against the City for, or on account of, any property damage, death, injuries or other damages received or sustained by the persons or parties as a result of any facts or omissions of the contractor or contractor's employees, or agents.

**15. PATENTS, COPYRIGHTS, ETC.**

The Contractor shall release, indemnify and hold the City, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

**16. NON-COLLUSION**

By signing and submitting its proposal the bidder certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP, designed to limit independent bidding or competition.

**17. CANCELLATION**

Unless otherwise stated within this request, any Contract entered into in response to this Invitation to Bid, including any extension or amendment of a Contract, may be terminated at any time, with or without cause, with 30 days written notice by the City. The City shall not be responsible to make any further payments for work performed after the effective date of such termination and shall be responsible only for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. Termination shall not relieve Contractor of its obligation to provide City with all of the plans and product generated under this Contract through the effective date of termination. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Contractor shall deliver to the City all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, Jogs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Contractor may retain a copy of such materials for its files.

**18. DEFAULT AND REMEDIES**

Any of the following events shall constitute cause for the City of Farmington Hills to declare Contractor in default of the contract: (A) Nonperformance of contractual requirements or (B) A material breach of any term or condition of this contract. Please note the City of Farmington Hills shall issue a written notice of default providing a period of no more than thirty (30) days in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after the designated period of time to cure, the City of Farmington Hills may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate this contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future bid solicitations.

**19. LAWS AND REGULATIONS**

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal, State and City laws, ordinances, codes and regulations.

**20. GOVERNING LAW**

This procurement and any resulting contract shall be governed by and construed in accordance with the laws of the State of Michigan. Jurisdiction and venue for any claim, dispute or action concerning this procurement process or any resulting contract shall be in Oakland County, Michigan.

**21. ASSIGNMENT/SUBCONTRACT**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Farmington Hills.

**22. NONDISCRIMINATION**

The bidders and contractor agree to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidders and contractor further agree to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. The bidders and contractor agree to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the contractor fails to comply with the provisions of these laws and regulations. The contractor must include this provision in every subcontract relating to performance of this contract to ensure that subcontractors are bound by this provision.

**23. SEVERABILITY**

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**24. FORCE MAJEURE**

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Farmington Hills may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**25. BID PREPARATION COSTS**

The City of Farmington Hills is not liable for any costs incurred by the bidder in the preparation or administration of its proposal materials.

**26. CONFLICT OF INTEREST**

The City of Farmington Hills Code of Ethics prohibits City officials and employees from using their official position to unreasonably secure, request, or grant any privileges, exemptions, advantages, contracts or preferential treatment for themselves or others, and further, requires the reporting of certain financial or other interests held by themselves or their family members in any organization that does business with the City. Consistent with the principles of the City of Farmington Hills Code of Ethics, and in accordance with applicable federal regulations, no employee, officer or agent of the City shall be permitted to participate in the selection, the award, or the administration of a contract if the employee, officer or agent of the City, or his or her immediate family member or members, or his or her business partner or partners, works for, or has any financial or other interest in any company bidding for the contract.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Farmington Hills, or others who are or have been within the past year, in a decision making position with the City



of Farmington Hills, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship.

The City will review the relationship for conflict of interest. If a determination is made that the relationship is contrary to any Federal Regulations your company will be removed from the bid process. Violation of the City's Code of Ethics as the result of non-disclosure will be reviewed in accordance with Section 5 of the City of Farmington Hills Code of Ethics and may result in disciplinary action, and/or termination of the subject contract.

**27. INDEPENDENT CONTRACTOR**

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

**28. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this contract, and nothing expressed or referred to in this contract will be construed to give any person or entity other than the parties to this contract any legal or equitable right, remedy, or claim under or with respect to this contract or any provision of this contract. This contract and all of its provisions and conditions are for the sole and exclusive benefit of the parties named.

**29. CITY POLICY ON SMOKING**

The bidder, if awarded a contract, agrees to follow the City of Farmington Hills Smoking Policy which states: "The City of Farmington Hills is dedicated to providing a healthy, smoke free workplace for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles.

**30. NON-IRAN LINKED BUSINESSES**

By signing the proposal, I certify and agree on behalf of myself and the company submitting the proposal the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

**31. PRICES BID**

The prices, or costs, in this proposal shall cover the costs of any nature, incident to and growing out of the work and services provided or to be provided. In explanation, but not in limitation thereof, the prices and costs stated in this proposal and contract shall include the cost of everything necessary for or resulting from the performance and completion of this contract in the manner and time prescribed, including without limitation, all of the following: the furnishing of all material, tools, vehicles, equipment, transportation, labor, supervision; all costs on account of loss by damage or destruction of the work performed or the material, tools, vehicles and equipment used in the performance of the work; all costs due to unforeseen weather, surface conditions, safety precautions, circumstances, situations or difficulties encountered; all money damages, costs and expenses for personal injuries or replacement or repair of damage to vehicles

- F.** Proof of Insurance Coverage: The Contractor shall provide the City of Farmington Hills at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required **endorsements**. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.
- G.** Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).
- H.** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Farmington Hills at least ten (10) days prior to the expiration date.

or other property caused, partly or wholly, by the contractor's defective, improper or negligent performance of the work or services required under this contract; and for all else necessary therefore and incidental thereto.

### **32. COVID-19 MANAGMENT ADHERANCE**

As a result of the Covid-19 pandemic, in the event of the issuance of any order by federal, state or local health authorities, which requires the suspension of any or all activities for any time period, all Vendors are hereby on notice that in the event that certain types of public works projects, including but not limited to the Project set forth in this Invitation to Bid, are at any time determined by the City or other governmental authorities, to be required to be suspended, in accordance with the applicable order, this project may be delayed or terminated, as set forth in Section 26 of this Invitation to Bid, and/or Article II of this Agreement. The City shall not be responsible for additional costs relating to delay of the Project, and the Project schedule may be revised to reflect requirements of the order.

### **33. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)**

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Farmington Hills. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000. per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Farmington Hills as additional insured, coverage afforded is considered to be primary and any other insurance the City of Farmington Hills may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Farmington Hills, Attention: Mr. Thomas Skrobola, 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336.

#### 34. GENERAL INFORMATION

- A. The City of Farmington Hills is accepting proposals for the purchase & installation of office furnishings as required. The City is purchasing items to work in conjunction and/or match existing furniture to accommodate the needs of departments going forward. For this reason the brands listed herein are manufacturers that the City has standardized on. These manufactures' products have proven to be durable, long lasting and easy to work with. **The City retains the right to award this agreement to one or more vendors.**
- B. Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City of Farmington Hills is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposal based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest priced proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the service requested, of which experience, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award.

#### 35. PROPOSAL INFORMATION- **PROPOSALS NOT INCLUDING ALL THIS INFORMATION MAY BE REJECTED. Documents have been uploaded in their native format (Word) for ease of information entry. Vendors are prohibited from making changes or additions to the document except as requested (in the document).**

- A. Bidder's General Questionnaire
- B. Subcontractor form
- C. Legal Status of Bidder form
- D. Proposal form
- E. Extension & Authorization form.
- F. A list of links to 2022 published list prices for products specified below OR current catalogs of published list prices.

#### 36. SPECIFICATIONS & SCOPE

- A. Awarded vendor(s) will provide & deliver office furnishings as needed.
- B. Due to the nature of this agreement the City requires interested vendor(s) bid a straight percent off list price.
- C. **All design, re-design, delivery and installation will be done at zero (0) additional cost to the City of Farmington Hills. No additional truck, fuel or other charges will be accepted.**
- D. Unless otherwise specified (for a specific project) please schedule all work with the Central Services Department.
- E. All items will be shipped via the vendor's delivery system. No items will be dropped shipped to the City of Farmington Hills. The awarded vendor will provide complete installation. The work site will be maintained in a clean and safe manner during installation. The awarded vendor will remove all shipping containers, packaging. If a dumpster is needed on-site (for larger projects), it will be provided by the vendor to dispose of materials.
- F. All labor and materials are fully guaranteed for a minimum of two (2) years.
- G. All percentages off list pricing will remain firm for ninety (90) days or award, whichever comes first, except for the successful bidder whose prices are to remain firm for one (1) year from date of award. The City of Farmington Hills reserves the right to extend the agreement for an additional four (4) years term through mutual consent under the same terms and conditions.

### BIDDER'S GENERAL QUESTIONNAIRE

Please give the following information regarding your proposal for this bid:

1. Number of years' experience in this work: 34 YEARS
2. Provide a brief narrative of your company's relative work experience and services you provide.  
SMART IS A FULL SERVICE OFFICE FURNITURE SUPPLIER  
WE OFFER OVER 100 MANUFACTURERS AS WELL AS  
OUR OWN INTERNAL INSTALLATION AND DESIGN TEAM  
OUR SALES STAFF HAS A COMBINED 70 YEARS OF  
FURNITURE SALES EXPERIENCE
3. What makes your firm better qualified to perform the services listed herein than your competitors:  
OUR EXPERIENCE IN SALES AND OUR COMMITMENT  
TO CUSTOMER SERVICE.
4. Please give information about your project team. Who is our main contact? What is their experience? Etc.  
DALE WOOD DIRECTOR OF SALES 34 YEARS  
EXPERIENCE IN CONTRACT FURNITURE SALES  
MANAGEMENT
5. Give us an overview of your customer service Department? On a scale of 1-10 how would you personally rate your customer service and why?  
OUR CUSTOMER SERVICE DEPT RATES A 9!  
OUR GOAL IS TO RETURN EMAIL/CALL WITHIN 2 HOURS  
IF THAT ISNT POSSIBLE AT LEAST WITHIN THAT DAY



6. List the Michigan Municipalities that you have contracted with for this type of work during the past three (3) years.

Name: City of Farmington Hills Contact Person: Michelle Aranowski  
Phone #: 248-671-2426 E-mail address: maranowski@shaw.com

Name: City of Madison Heights Contact Person: Melissa Marsh  
Phone #: 248-583-0829 E-mail address: Melissa.Marsh@Madison-Heights.org

Name: City of Novi, Fire Contact Person: Capt Mark Thiesen  
Phone #: 248-756-4550 E-mail address: mthiesen@cityofnovi.org

7. Have you ever failed to complete any work awarded to you? NO  
a. If so, note when, where and why?

8. Name of your bank and other financial references:

SEE ATTACHED

9. Please list any & all exceptions to specifications & scope:

ALL PRODUCTS AS SPECIFIED

SIGNED:

Dale Wood

PRINTED NAME:

DALE WOOD

TITLE:

DIRECTOR OF SALES

DATE:

10/10/2022

NAME AND ADDRESS OF FIRM: (Print or Type)

SMART BUSINESS SOURCE

1940 NORTHWOOD

TROY MI

ZIP CODE:

48084

PHONE NO.

248-577-0740

FAX NO.

248-577-0739

E-MAIL ADDRESS:

dwood@smrtbz.com

### SUBCONTRACTORS

The contractor shall not sublet, assign or transfer the contract or any portion of any payment due the contractor hereunder, without the written consent of the City. If it is the intention of the bidder to use subcontractor(s) for any of the work called for herein, the bidder shall provide the information required for each subcontractor, below.

**NONE WILL BE USED**

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work to be performed for general contractor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work to be performed for general contractor: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Work to be performed for general contractor: \_\_\_\_\_

### LEGAL STATUS BIDDER

Fill out the appropriate section below for your company and strike out the other three. Provide additional sheets if more space is needed for your responses.

**Corporation:**

State and County in which incorporated: \_\_\_\_\_

Official title of person signing proposal: \_\_\_\_\_

Address of signer: \_\_\_\_\_

Full names, addresses and titles of all the corporation's directors and officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership:**

State and County in which established: \_\_\_\_\_

Official title of person signing proposal: \_\_\_\_\_

Address of signer: \_\_\_\_\_

Full names, addresses and titles of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company (LLC):**

State and County in which established: MICHIGAN, OAKLAND

Official title of person signing proposal: DIRECTOR OF CORPORATE FURNITURE

Address of signer: 1940 NORTHWOOD DR, TROY MI 48064

Full names, addresses and titles of all members and managers of the LLC:

CURT ILG 1940 NORTHWOOD DR, TROY MI 48084 - CFO  
JOHN ALLEN 1940 NORTHWOOD DR, TROY MI 48084 - CEO

**NON-IRAN LINKED BUSINESS CERTIFICATION**

Pursuant to Michigan law before accepting any bid or proposal or entering into any contract for goods & services with any prospective firm, the firm must certify that it is not an "Iran Linked Business."

By signing below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran Linked Business," and that term is defined in section 26 of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the firm submitting this proposal will immediately COMPLY with any further certifications or information submissions requested by the City in this regard.

Company Name: SMART BUSINESS SOURCE

Authorized Representative Signature: Dale Wood

Printed: DALE WOOD

Date: 10/7/2022

**PROPOSAL FORM**

**PROJECT:** OFFICE FURNISHINGS

**OWNER:** CITY OF FARMINGTON HILLS  
31555 W. 11 MILE ROAD  
Farmington Hills, Michigan 48336  
Phone 248-871-2430, Fax 248-871-2431

Pursuant to notices given, the undersigned proposes to furnish all materials and labor necessary to supply office furnishings as described and in strict accordance with specifications listed above. I, the undersigned, having familiarized myself with the attached Specification Documents do hereby propose to supply office furnishings to the City of Farmington Hills. By my submission of this Bidding Proposal I acknowledge that **ALL DESIGN, DELIVERY AND INSTALLATION WILL BE DONE BY MY COMPANY OR SUBCONTRACTORS AT ZERO (0) ADDITIONAL COST TO THE CITY OF FARMINGTON HILLS AT THE PERCENTAGE OFF THE PUBLISHED LIST PRICE LISTED BELOW.**

MANUFACTURER	PERCENT OFF PUBLISHED LIST PRICE
Hon Furniture	53 %
Intelligent Office Furniture (IOF)	56 %
Trendway Furniture	55 %
Lacasse Furniture	50 %
Great Openings	NOT A DEALER %
United Chair	53 %
9-5 Seating	50 %
Lorell Furniture	50 %
LazyBoy	50 %
Seating Incorporated	50 %



**EXTENSION & AUTHORIZATION**

**EXTENSION OF AWARD TO THE MEMBERS OF THE MITN PURCHASING COOPERATIVE**

\_\_\_\_\_ is a member of the MITN Purchasing Cooperative.

(City, Township or Entity will fill out as applicable)

If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location (s) and must be invoiced separately to the address indicated on the purchase order.

If an award is made to SMART BUSINESS SOURCE, it is agreed that  
(Company)

(X) The contract will be extended to any entity in the MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative

Dale Wood

( ) Our company is NOT interested in extending the contract to additional un-named agencies.

**AUTHORIZATION OF PROPOSAL**

The undersigned herein submits this proposal and agrees to enter into an agreement with the City of Farmington Hills on behalf of the aforementioned entities and MITN Purchasing Cooperative in accordance with the Contract documents. In submitting this completed and signed proposal, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

NAME OF COMPANY: SMART BUSINESS SOURCE

BUSINESS ADDRESS OF COMPANY: 1940 NORTHWOOD TROY, MI 48064

AUTHORIZED SIGNATURE:

Dale Wood

PRINTED:

DALE WOOD

TITLE OF SIGNER:

DIRECTOR OF SALES

DATE OF SIGNATURE:

10/7/2022

EMAIL:

dwood@smartbiz.com

WEBSITE:

www.smartbusinesssource.com

PHONE:

248-703-6268

FAX:

248-577-0739

FEIN#

cell

**Smart Business Source (F.K.A Detroit Pencil Company)**  
**1940 Northwood Dr**  
**Troy, Michigan 48084**

**NAICS Codes**

Phone Number 424120, 337214, 337211  
 Fax Number 248-577-0740  
 FEIN 248-577-0739  
 Contact 38-3612763  
 Duns: Curt Ilg/CFO  
 Tax Exempt # (M)075906847  
 38-3612763

**Banking References**

Company	Address	City	State	Zip	Phone	Fax	Contact	Acct #
Huntington Bank	801 W Big Beaver	Troy	MI	48083	(248) 244-9802	(888) 371-8646	Fred Nazarko	

**Trade References**

Company	Address	City	State	Zip	Phone	Fax	Contact	Acct #
Thalerus Group	1280 Iroquois Ave	Naperville	IL	60563	630-955-9990		Accounting	DPC001
SP Richards Co	6300 Highlands Pkwy	Smyrna	GA	30082	770-436-6861	678-309-7098	Accounting	1233449.00
HON	PO Box 404422	Atlanta	GA	30384	800-833-3964		Accounting	1416
Ford Credit	PO Box 552679	Detroit	MI	48255	800-727-7000	318-841-6329	Accounting	46034325

Curt Ilg                      Owner