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**CITY OF HOMER
HOMER, ALASKA**

City Clerk/
Library Director

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RESOLUTION 24-021

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AWARDING THE CONTRACT FOR THE HOMER PUBLIC LIBRARY LOUNGE CHAIRS TO THE FIRM OF ODP BUSINESS SOLUTIONS OF ANCHORAGE, ALASKA IN THE AMOUNT OF \$23,048.25 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy the Request for Proposal was advertised in the Homer News on November 16 and 30, 2023 and in the Anchorage Daily News on November 26, 2023; and

WHEREAS, The Request for Proposal was listed with three plans rooms in the State and on the City website; and

WHEREAS, Proposals were due by 4:30 p.m. on Thursday, January 11, 2024 and four proposals were submitted; and

WHEREAS, The Proposals were reviewed in accordance to the criteria established and determined that ODP Business Solutions provided the overall best selection for the price for the Lounge Chairs as identified in the Request for Proposal documents.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the Contract for the Homer Public Library Lounge Chairs to ODP Business Solutions of Anchorage, Alaska in the Amount of \$23,048.25 and authorizes the City Manager to negotiate and execute the appropriate documents.

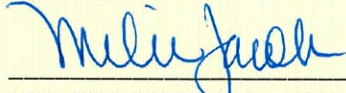
PASSED AND ADOPTED by the Homer City Council this 12th day of February, 2024.

CITY OF HOMER

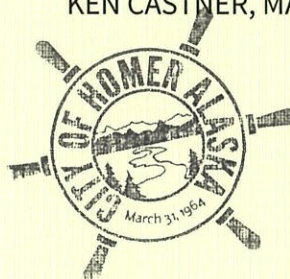


KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK



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46 Fiscal Note: Ordinance 23-43(S) appropriated \$44,030.19 from FY23 Community Assistance
47 Program (CAP) funds; \$44,030.19 remains. Ordinance 23-23(A-3) appropriated \$1,000 from
48 General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund; \$1,000 remains.



MEMORANDUM

Resolution 24-021, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Homer Public Library Lounge Charis to the Firm of ODP Business Solutions of Anchorage, Alaska in the Amount of \$23,048.25 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Library Director.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: January 26, 2024
From: Library Director Dave Berry
Through: Rob Dumouchel, City Manager

Summary:

Council appropriated \$44,030.19 from the FY23 Community Assistance Program (CAP) funds to replace the chairs in the Homer Public Library. Staff have identified the best vendors for the purpose and are ready to award contracts.

Background:

In early 2023, library staff requested capital funding for replacing the 50 task chairs and 15 lounge chairs in the library. The chairs have been part of the original furnishings since the building opened in 2006 and are beginning to show their age.

In June, Council passed Ord. 23-43, which amended the FY 23 capital budget to accept a community assistance program payment from the state and appropriate the funds for various purposes. Among other things, the ordinance appropriated \$44,030.19 for replacing the chairs.

In November, staff issued a Request for Proposals and received four responses, which were evaluated by the selection committee on Jan. 19, 2024. Having read and discussed all the responses, the committee recommended splitting the contracts between two respondents, one for the task chairs and one for the lounge chairs.

The winning response for the task chairs comes to \$19,833.75 and the lounge chairs comes in at \$23,048.25, totaling \$42,882.00. The City will arrange for shipping, as this can be done cheaper in-house than through either of the respondents.

With Council's authorization, we will proceed to awarding contracts.

Recommendation:

Adopt resolutions awarding contracts for replacing the library chairs.

Lindsey Johnson
425.891.6062 Lindsey.Johnson@odpbusiness.com

CITY OF HOMER LIBRARY | CORIANDER LOUNGE CHAIRS

SOLD TO:

City of Homer

Homer AK 99603

SHIP TO:

Homer Public Library
500 Hazel Ave

Homer AK 99603

NOTES:

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
1	5	1050-1-E CORIANDER DESIGNS WHIDBEY LOUNGE CHAIR FABRIC: YARDAGE 4.25 FABRIC: GRADE E - MID GRADE VINYL FABRIC: TBD STANDARD CORIANDER QUOTE #: QUOTE: #2979	\$1,536.55	\$7,682.75
2	5	1050-1-E CORIANDER DESIGNS WHIDBEY LOUNGE CHAIR FABRIC: YARDAGE 4.25 FABRIC: GRADE E - MID GRADE VINYL FABRIC: TBD STANDARD CORIANDER QUOTE #: QUOTE: #2979	\$1,536.55	\$7,682.75
3	5	1050-1-E CORIANDER DESIGNS WHIDBEY LOUNGE CHAIR FABRIC: YARDAGE 4.25 FABRIC: GRADE E - MID GRADE VINYL FABRIC: TBD STANDARD CORIANDER QUOTE #: QUOTE: #2979	\$1,536.55	\$7,682.75

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
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Subtotal \$23,048.25

GRAND TOTAL \$23,048.25

~Ordering Notes~

- * Deposit may be due at time of order
- * The applicable tax will be applied at the time of invoicing
- * Estimated leadtime is subject to the manufactures production / shipping schedules
- * This proposal contains Special Order items that are Not Returnable
- * Once an order is placed, cancellations are Not Allowed

**TERMS AND CONDITIONS OF PURCHASE
(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)**

- 1.ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
- 2.All prices are firm for thirty (30) days from date of proposal.
- 3.Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is navaible immediatelv after anv outstanding issues are resolved.
- 4.All orders are subject to credit approval.
- 5.ODP Business Solutions requires a minimum deposit equaling 50% on all orders over \$20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth
- 6.All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
- 7.An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
- 8.Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
- 9.Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing
- 10.If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
- 11.Floors shall be smooth, level and free from debris.
- 12.Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
- 13.Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate
- 14.Permits are the responsibility of the Customer unless expressly provided in the Proposal.
- 15.If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
- 16.ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
- 17.No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
- 18.ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee. in the event anv claim is referred to a collection
- 19.Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with
- 20.Manufacturer warranties apply for parts only. Labor is not included.
- 21.All items set forth in the quotation are non-returnable.
- 22.IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 23.Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying
- 24.These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer: _____

Customer PO: _____

Customer's _____

Title: _____

Print Name: _____

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 24-023

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING A
REQUEST TO SUBLEASE FROM EAGLE EYE CHARTERS LLC TO
PERMIT A COMMERCIAL SUBLEASE ON THE LEASED PROPERTY
TRACT 1-C, THE FISHING HOLE SUBDIVISION NO. 2

WHEREAS, Eagle Eye Charters LLC DBA Bob’s Trophy Charters, is currently in a long-term lease with the City for Tract 1-C, The fishing Hole Subdivision No. 2; and

WHEREAS, Eagle Eye Charters LLC wishes to sublease a portion of the lot to Antanina Rijkoff to operate a mobile coffee stand; and

WHEREAS, Eagle Eye Charters LLC submitted a letter on January 28th which contained the proposed sublease; and

WHEREAS, The terms of the City’s lease with Eagle Eye Charters LLC require that all subleases must be approved by the Homer City Council.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves Eagle Eye Charters LLC’s request to sublease the area depicted on site plans submitted, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 12TH day of February, 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A