

RESOLUTION NO. 12 –12

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE FURNITURE PURCHASING AGREEMENT BETWEEN THE CITY AND HIGHMARK SMART, RELIABLE SEATING, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FURNITURE PURCHASING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the United States General Services Administration (“GSA”) issued RFP Solicitation No. 3QSA-JB-100001-B to create a pool of vendors of various types of furniture (the “RFP”); and

WHEREAS, Highmark Smart, Reliable Seating, Inc. (the “Seller”) submitted a proposal in response to the RFP and was awarded Contract No. GS-29F-0020J by GSA for the purchase of certain furniture (the “GSA Contract”, a copy of which is attached hereto as Exhibit B); and

WHEREAS, the City of Doral (the “City”) wishes to purchase furniture for the new City Hall building that is scheduled to open in the Summer of 2012 and has identified various vendors for the different types of furniture that are required; and

WHEREAS, the City, pursuant to Section 2-322 of the City Code which allows the City to piggyback on contracts that have been competitively procured by other governmental authorities, wishes to enter into an agreement with Seller for the procurement of furniture in accordance with the terms of the GSA Contract;

WHEREAS, the City Council finds that the Furniture Purchasing Agreement, attached hereto as Exhibit A, together with the GSA Contract, is in the best interests of the City and its residents.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF DORAL AS FOLLOWS:**

Section 1. The City Council hereby approves the Furniture Purchasing Agreement with Highmark Smart, Reliable Seating, Inc., substantially in the form of Exhibit A attached hereto, together with the GSA Contract. The City Manager is hereby authorized to execute the Furniture Purchasing Agreement, subject to any non-substantial changes that are approved by the City Manager and the City Attorney.

Section 2. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor DiPietro who moved its adoption. The motion was seconded by Councilmember Boria and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilman Luigi Boria	Yes
Councilman Pete Cabrera	No
Councilwoman Ana Maria Rodriguez	Yes

PASSED and ADOPTED this 25th day of January, 2012.



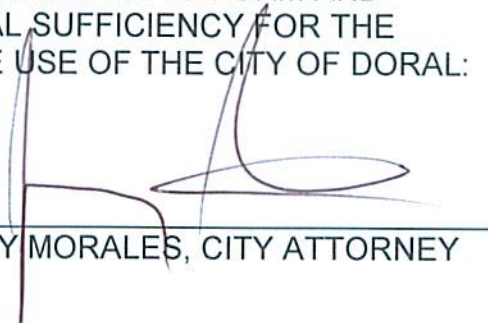
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:



JIMMY MORALES, CITY ATTORNEY

EXHIBIT “A”

FURNITURE PURCHASING AGREEMENT

This Agreement is effective on the _____ day of _____, 2012, by and between Highmark Smart, Reliable Seating, Inc., a _____ corporation, located at 15731 Graham Street, Huntington Beach, California 92649-1612 (the "Seller"), and the City of Doral, Florida, a Florida municipal corporation, located at 8300 NW 53rd Street, Doral, Florida 33166 (the "City").

WHEREAS, the United States General Services Administration ("GSA") issued RFP Solicitation No. 3QSA-JB-100001-B to create a pool of vendors of various types of furniture (the "RFP"); and

WHEREAS, the Seller submitted a proposal in response to the RFP and was awarded Contract No. GS-29F-0020J by GSA for the purchase of certain furniture (the "GSA Contract"); and

WHEREAS, the City of Doral (the "City") wishes to purchase furniture for the new City Hall building that is scheduled to open in the Summer of 2012; and

WHEREAS, the City, pursuant to Section 2-322 of the City Code which allows the City to piggyback on contracts that have been competitively procured by other governmental authorities, wishes to enter into an agreement with Seller for the procurement of furniture in accordance with the terms of the GSA Contract; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **GSA Contract.** Except as expressly provided for herein, the terms of Seller's Contract No. GS-29F-0020J with the United States General Services Administration, attached hereto as Exhibit A, are incorporated herein by reference and shall govern the relationship between the Seller and the City with respect to the furniture covered by the GSA Contract. Seller hereby represents and warrants to the City that the GSA Contract is still in full force and effect, and no defaults exist there under.

2. **Dealer.** Seller represents that Pradere Office Products is an authorized, registered dealer of the Seller for purposes of the GSA Contract (the "Dealer"), and agrees that

the City may deal directly with the Dealer to place orders, arrange for installation and any other issues with respect to the purchase of furniture hereunder.

3. **Exclusivity.** The parties agree that this Agreement is not exclusive and the City shall have the right to order furniture from other providers and manufacturers.

4. **Cancellation.** The City may terminate this Agreement, at any time, upon ten (10) days prior notice in accordance with paragraph 5 hereof.

5. **Notices.** All notices and communications to the City shall be in writing and be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

City: Yvonne Soler-McKinley
City Manager
City of Doral
8300 NW 53 Street, Suite 100
Doral, Florida 33185

With a copy to: Jimmy Morales, Esq.
City Attorney
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 W. Flagler Street, Suite 2200
Miami, Florida 33130

Seller: Highmark Smart, Reliable Seating, Inc.
15731 Graham Street
Huntington Beach, California 92649-1612
Attn: Paul Anderson
Vice President of Sales
(714) 903-2257

With a copy to: Michele Pradere
Pradere Office Products
7655 W. 20th Avenue
Hialeah, Florida 33014
(305) 823-0190

6. **Attorney Fees.** If suit or action is instituted to enforce or interpret any of the terms of the Agreement (including an action for replevin), the prevailing party shall be entitled to recover from the other Party, in addition to costs, such sums as the court may adjudge reasonable for legal fees at trial and on any appeal there from.

7. **Independent Contractors.** The parties hereby agree they are each independent contractors and neither City nor Seller or any selected third party provider are an agent of the other.

8. **Assignment.** Neither party shall assign or in any way dispose of all or any part of its rights or obligations under this Agreement without the prior written consent of the other party.

9. **Controlling Law.** This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Florida. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be the federal or state courts of the State of Florida, County of Miami-Dade.

10. **Successors.** The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns (as such assigns are permitted herein) of each of the parties.

11. **Waiver.** A waiver by either party of a breach of any provision of this Agreement shall not constitute a waiver of that party's rights to otherwise demand strict compliance with this Agreement and any and all provisions hereof.

12. **Non-discrimination.** During the term of this Agreement, Seller shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination

13. **Ownership and Access to Records and Audits.** All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Seller and/or Dealer providing services to the City under this Agreement shall be the property of the City. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and

the right to examine and audit any Records of the Seller and the Dealer involving transactions related to this Agreement. The City may cancel this Agreement for refusal by the Seller or the Dealer to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

14. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto. There are no other promises, representations, terms, conditions, or obligations other than those contained herein. This Agreement supersedes and cancels all prior communications, representations, or agreements, oral or written, between the parties and shall not be modified except in writing signed by both parties.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the day and year last stated below.

Seller:

City:

Highmark Smart, Reliable Seating, Inc.
15731 Graham Street
Huntington Beach, CA 92649-1612

City of Doral
8300 NW 53 Street, Suite 100
Doral, FL 33166

By: _____

Name:

Title:

By: _____

Yvonne Soler-McKinley

City Manager

Witness: _____

Attest: _____

Barbara Herrera

City Clerk

By: _____

Jimmy L. Morales

City Attorney

EXHIBIT “B”



**HIGHMARK SMART, RELIABLE SEATING, INC.
GS-29F-0020J SUPPLEMENT 2**

Contract Number: GS-29F-0020J Supplement 2

Contact Period: 02/01/06-01/31/11

Cage Code Number: 1LVC2

DUNS Number: 10-404-5703

Federal Tax ID Number: 95-3784268

Schedule Title: Office Furniture

FSC Group 71, Part 1

FSC Class 7110

Contractor:

Highmark Smart, Reliable Seating, Inc.

15731 Graham St. Huntington Beach, CA 92649

Phone: (714) 903-2257, (800) 441-4975 Fax: (714) 903-0644

Email: customerservice@highmarkergo.com

Website: <http://www.highmarkergo.com>

Business Size: Small Business

PLEASE CLICK HERE TO VIEW & PRINT A PDF VERSION OF OUR PRODUCTS AND SERVICES

1A. SPECIAL ITEM NUMBERS (SIN)

711-18 Multi-Purpose Seating

711-19 Guest and Stacking Chairs

1B. LOWEST PRICED MODEL

Reflexx 105-T2, Grade A = \$107.87

2. MAXIMUM ORDER

\$200,000 (All SIN Number)

3. MINIMUM ORDER

\$50.00

4. GEOGRAPHIC COVERAGE

48 Contiguous States and Washington, D.C.

5. POINT OF PRODUCTION

Huntington Beach, California 92649

6. DISCOUNT FROM LIST PRICE

57.7% – \$50-\$60,000

58.6% – \$60.001-\$120,000

59.5% – \$120,001-\$250,000

60.4% – \$250,001+

7. QUANTITY DISCOUNTS

See above

8. PROMPT PAYMENT TERMS

Net 30 days

9A. GOVERNMENT CREDIT CARD

Accepted below micro-purchase threshold.
Visa and MasterCard only.

9B. GOVERNMENT CREDIT CARD, MICRO-PURCHASE THRESHOLD

Accepted above micro-purchase threshold.
Visa and MasterCard only.

10. FOREIGN ITEMS

None

11A. TIME OF DELIVERY

30 days after receipt of order

11B. EXPEDITED DELIVERY

None offered (considered on a case by case basis)

11C. OVERNIGHT AND 2ND DAY DELIVERY

None offered (considered on a case by case basis)

12. F.O.B. POINT

Destination (no inside delivery)

13A. ORDERING ADDRESS

HighMark
15731 Graham Street Huntington Beach, California 92649
Phone: (800) 441-4975 or (714) 903-2257 Fax: (714) 903-0644
Email: customerservice@highmarkergo.com

13B. ORDERING PROCEDURES

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS

Same as ordering address above.

15. WARRANTY PROVISION

HIGHMARK products are manufactured with careful attention to detail and with an ongoing commitment to achieve a level of quality that is free of defects in materials and workmanship. In an effort to stand behind this philosophy, HIGHMARK hereby warrants, to the original purchaser of the product and from the original date of purchase, the following:

FOR ALL SERIES EXCEPT HERCULES AND OVERTIME CHAIRS

- Lifetime warranty on everything, except upholstery*
- 5 years on upholstery*
- This warranty is for standard commercial use, which is considered to be a standard eight hour work day, five days a week.

FOR OVERTIME CHAIR OR OTHER CHAIRS WITH HEAVY- DUTY PACKAGE

- 12 year warranty on everything, except upholstery*
- 5 years on upholstery*
- This warranty is for 7 day, 24 hour multi-shift commercial use.

FOR HERCULES CHAIRS

- 12 year warranty on everything, except upholstery*
- 5 years on upholstery*
- This warranty is for 7 day, 24 hour multi-shift commercial use.

THE WARRANTY

Should any product fail, the defective product must be returned to HIGHMARK or one of its authorized dealers, freight prepaid, with proof of original purchase. Written authorization must be obtained before shipping the product directly to HIGHMARK. For products shipped directly to HIGHMARK, HIGHMARK will repair or replace the part(s) or product at its discretion. If the product is returned to an authorized dealer for repairs, highmark will provide the materials to repair the product free of charge, including transportation costs.

FABRIC, VINYL & LEATHER VARIATIONS

- Seating upholstered in fabric, vinyl or leather is sold, subject to normal variations and / or irregularities in color, texture and grain.
- HIGHMARK is not responsible for slight differences in fabric color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED, HIGHMARK MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Under no circumstances, including but not limited to breach of contract, breach of warranty or negligence, shall HIGHMARK be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if HIGHMARK had notice of these damages or they were foreseeable. HIGHMARK shall not be responsible for verifying Dealer's or customer's description of needs, data, or the fitness for a

particular purpose of goods. HIGHMARK liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from misuse, abuse, alteration, negligence, accidents or lack of maintenance are not covered under this warranty.

** Upholstery = HIGHMARK Fabric, Vinyl or Leather and all filling materials (foam, Dacron).*

Customer's Own Material (COM / COV / COL) is not covered by upholstery warranty.

17. TERMS AND CONDITIONS OF CREDIT CARD

Per credit card company. No additional cash discounts on credit card purchases. Oral orders shall be confirmed in writing.

18. TERMS AND CONDITIONS OF RENTAL

N/A

19. TERMS AND CONDITIONS OF INSTALLATION

Available. Price to be quoted by project basis.

20A. TERMS AND CONDITIONS OF REPAIR PARTS

Per commercial terms

20B. TERMS AND CONDITIONS FOR ANY OTHERSERVICE

N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS

N/A

22. LIST OF PARTICIPATING DEALERS

Call for the dealer nearest you or
email:customerservice@highmarkergo.com

23. PREVENTIVE MAINTENANCE

N/A

24A. SPECIAL ATTRIBUTES

Recycled upholstery material available

24B. ELECTRONIC AND INFORMATION TECHNOLOGY

N/A

25. DATA UNIVERSAL NUMBER SYSTEMS (DUNS): 10-404-5703

CAGE CODE : 1LVC2
FEDERAL TAX ID.:95-3784268

26. CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE

Contractor is registered with CCR.

PLEASE CLICK HERE TO VIEW & PRINT A PDF VERSION OF OUR PRODUCTS AND SERVICES