

RESOLUTION NO. 12 – 11

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE FURNITURE PURCHASING AGREEMENT BETWEEN THE CITY AND ARCADIA CHAIR COMPANY; 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, Arcadia Chair Company (the “Seller”) submitted a proposal in response to the RFP and was awarded Contract No. GS-28F-1042C 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 Arcadia Chair Company, 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.

ATTEST:




JUAN CARLOS BERMUDEZ, MAYOR



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 Arcadia Chair Company, a _____ corporation, located at 5692 Fresca Drive, La Palma, California 90623-1048 (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-28F-1042C 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-28F-1042C 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: Arcadia Chair Company
5692 Fresca Drive
La Palma, California 90623-1048
Attn: Kimberlee Gomez
Director of Client Services
(714) 562-8200

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:

Arcadia Chair Company
5692 Fresca Drive
La Palma, CA 90623-8200

City:

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”



GSA 2009-2014 CATALOG

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE
PRICE LIST/CATALOG**

FSC GROUP 71, PART I – OFFICE FURNITURE

CONTRACT NUMBER: GS-28F-1042C

CONTRACT PERIOD: NOVEMBER 1, 2009 – OCTOBER 31, 2014

CONTRACTOR: ARCADIA CHAIR COMPANY
5692 FRESCA DRIVE
LA PALMA, CA 90623
TEL: 714-562-8200
FAX: 714-562-8202

BUSINESS SIZE: SMALL

GENERAL SERVICES ADMINISTRATION

CONTRACTOR

Arcadia Chair Company
5692 Fresca Drive
La Palma, CA 90623
Tel: (714) 562-8200
Fax: (714) 562-8202

BUSINESS SIZE

Small

INFORMATION FOR ORDERING ACTIVITIES

1. Awarded Special Item Numbers
 - 711-9 Executive Conference Room Furniture
 - 711-11 Tables & Accessories
 - 711-16 Upholstered Seating
 - 711-17 Multiple Seating
 - 711-18 Multi-Purpose Seating
 - 711-19 Stack Chair & Dollies
 - 711-20 Communication Boards
2. Maximum Order Limitation
 - 711-9 \$500,000 711-18 \$200,000
 - 711-11 \$500,000 711-19 \$200,000
 - 711-16 \$300,000 711-20 \$100,000
 - 711-17 \$200,000
3. Minimum Order: \$100 net
4. Geographic Coverage (Delivery Area): Continental United States
5. Point of Production: La Palma, California
6. Discounts: Prices shown in the Master Price List dated June 2008 are List Prices (discounts not deducted). Please apply a discount of 51.9% to all List Prices herein.
7. Quantity Discounts: Discounts apply to net amount of special item numbers ordered.

Special Item Number	Value of Items Ordered	Discount Allowed
711-16 Upholstered Seating (Lounge)	\$25,000 - \$50,000	1%
	\$50,001 - \$75,000	2%
	\$75,001 - \$100,000	3%
	\$100,001 - \$180,000	4%
	\$180,001 - \$200,000	5%
	\$200,001 - \$300,000	6%
711-18 Multi-Purpose Seating (Executive, Task, Guest)	\$10,000 - \$25,000	1%
	\$25,001 - \$50,000	2%
	\$50,001 - \$75,000	3%
	\$75,001 - \$100,000	4%
711-11 Tables & Accessories	\$15,000 - \$50,000	3%
	\$50,001 - \$100,000	5%
	\$100,001 - \$150,000	6%
	\$150,001 - \$250,000	6%
	\$250,001 - \$350,000	7%
	\$350,001 - \$500,000	7%

GENERAL SERVICES ADMINISTRATION

8. Payment Terms: Net 30 days
9. Government purchase cards: Accepted
10. Foreign Items: None
11. Delivery Terms: 60-90 days after receipt of order
12. F.O.B. Point: Destination (for shipments within the 48 Contiguous United States).
For shipments outside the 48 contiguous United States, all freight charges to the point of embarkation are free. All freight charges beyond the point of embarkation are the responsibility of the purchaser.
- 13/14. Ordering and Payment Address: Arcadia
5692 Fresca Drive
La Palma, CA 90623
15. Warranty: See page 6 of the Master Price List for complete details.
Cancellation Policy: No cancellation charge prior to production. After production, actual cost incurred will be billed to the Government if the items are not sold within six months.
Restocking Fee: A 25% restocking fee will be charged for items returned that are not covered under warranty.
16. Export Packing Charges: None Offered
17. For government credit card orders: Arcadia requires a written statement of quantity, model number, finish and upholstery, as well as the credit card number, holder's name and expiration date. The information should be faxed to (714) 562-8202.
18. Terms and conditions of rental, maintenance, and repair: Not applicable
19. Installation: Participating dealers available to perform work on an as needed basis
20. Terms and conditions of repair parts: Not applicable
- 20a. Terms and conditions of any other service: Not applicable
21. List of service and distribution points: Not applicable
22. List of participating dealers: Not applicable
23. Preventative maintenance: Not applicable
24. Environmental attributes: Not applicable
25. DUNS # 07-021-5009
26. CCR Registration: Arcadia Chair Company is registered
27. Cage Code: 64744