

**RESOLUTION NO. 12 –14**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE FURNITURE PURCHASING AGREEMENT BETWEEN THE CITY AND NUCRAFT FURNITURE CO.; 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**, Nucraft Furniture, Co. (the “Seller”) submitted a proposal in response to the RFP and was awarded Contract No. GS-28F-2037D 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 Nucraft Furniture, Co., 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

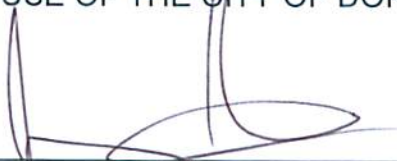
PASSED and ADOPTED this 25<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
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 Nucraft Furniture Co., a \_\_\_\_\_ corporation, located at 5151 West River Drive, Comstock Park, Michigan 49321-8938 (the "Seller"), and the City of Doral, Florida, a Florida municipal corporation, located at 8300 NW 53<sup>rd</sup> 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-2037D 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-2037D 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: Nucraft Furniture Co.  
5151 West River Drive  
Comstock Park, Michigan 49321-8938  
Attn: Thomas R. Walker  
Government Sales Manager  
(616) 328-8328

With a copy to: Michele Pradere  
Pradere Office Products  
7655 W. 20<sup>th</sup> 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:

Nucraft Furniture Co.  
5151 West River Drive  
Comstock Park, MI 49321-8286

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 Ordering Information

Office furniture - FSC Group 71 - Section D - Contract # GS-28F-2037D

**This price book supercedes all previous versions.**

## GSA Ordering Information

1. Maximum Order Limitation: \$500,000
2. Minimum Order Limitation: \$50.00
3. Geographic Coverage: 48 Contiguous States and Washington , DC
4. Point of Production: Comstock Park, Michigan
5. Discount

List Order	Discount
\$0 - \$681, 818	55.7%
\$681,819 - \$1,162,790	56.7%
6. Prompt Payment Discount: 1% 10 days, Net 30 Days
7. Foreign Items: None
8. Time of Delivery: 90 days ARO
9. FOB Point: FOB Origin (Freight pre-paid)
10. Ordering address: Nucraft Furniture Co.  
C/O (Participating Dealer)  
5151 West River Dr.  
Comstock Park, MI 49321
11. Payment address: Same as above
12. Warranty: Nucraft warrants that each piece of Nucraft furniture it manufactures will be free from defects in materials and workmanship for a period of ten (10) years of single-shift use. Textiles, decorative trim, electrical components, mechanical defects, casters and custom-made products not described in Nucraft's catalog are warranted for one year from the date of original delivery. This warranty is applicable only if the furniture is given normal and proper care and is properly installed and maintained. This warranty extends only to products through authorized dealers, directly from Nucraft or from others specifically authorized by Nucraft to sell its products. Nucraft's sole obligation under this warrant is to repair or replace, at Nucraft's discretion, products which prove to be defective during the warranty period. Purchasers may be required to establish that a claim is within the warranty period. To initiate a warranty claim, the purchaser should contact Nucraft Customer Service Department.  
This warranty does not cover: \*Damage caused by a carrier \*COM (customer's own materials) specified by the customer that are not a standard product offering \*Color, grain or texture of wood and other covering materials (due to natural variations over which Nucraft has no control) \*Damages resulting from user modification, attachments to a product, misuse, abuse, alteration or negligent use.
13. Export packing charges: N/A
14. Government Credit Cards: Yes (Visa, Mastercard & American Express)
15. Terms and conditions of rental: N/A
16. Terms and conditions of repair parts: N/A
17. Terms and conditions of installation: N/A
18. Service and distribution points: N/A
19. Participating dealers: Yes
20. Preventive maintenance: Use normal care

21. Cancellation Policy: There will be no cancellation fee for orders cancelled prior to production. In case of orders cancelled after production has begun, the cancellation fee will be the actual cost incurred by Nucraft. Nucraft will not charge fees for any item which is able to re-sell within three months after receipt of the cancellation notice.
23. Returned goods: Merchandise to be returned must have prior written approval. Authorized returns are subject to a 20% restocking charge. Return goods must be in original condition and return freight pre-paid. Credit is subject to inspection by our receiving department.

Contractor: Nucraft Furniture Company  
5151 West River Dr.  
Comstock Park, MI 49321  
(877) 682-7238 Toll Free  
(616) 784-4402 Fax

Contract Administrator: Nucraft Furniture Company  
Business Size: Small

