

RESOLUTION NO. 12 –13

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE FURNITURE PURCHASING AGREEMENT BETWEEN THE CITY AND KRUG, 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, Krug, Inc. (the “Seller”) submitted a proposal in response to the RFP and was awarded Contract No. GS-28F-0021J 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 Krug, 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.



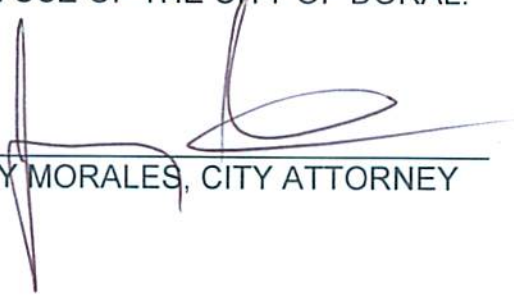
JUAN CARLOS BERMUDEZ, MAYOR

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 Krug Inc., a _____ corporation, located at 421 Manitou Drive, Kitchener, Ontario, N2C 1L5, Canada (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-0021J 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-0021J 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: Krug Inc.
421 Manitou Drive
Kitchener, Ontario
N2C 1L5, Canada
Attn: Joel Herrmann
Vice President of Sales
(888) 578-5784

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:

Krug Inc.
421 Manitou Drive
Kitchener, ON
N2C 1L5, Canada

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”



Terms and Conditions
Information for Ordering Activities

**General Services Administration
Federal Supply Service**

**FSC GROUP 71 FURNITURE
CONTRACT NUMBER: GS-28F-0021J
CONTRACT PERIOD: March 17th, 2009 through March 16th, 2014**

CONTRACTOR/CONTRACT ADMINISTRATOR:

Krug Inc.
421 Manitou Drive
Kitchener, Ontario, Canada
N2C 1L5
Tel: 1-800-265-2796
Fax: 1-800-265-2798

1a. S.I.N Special Item Number

- 711-18 Multi-purpose Seating
pages 14-98 (Seating & Occasional Tables Price List)
- 711-19 Stacking Chairs
pages 74, 83, 86, 93, 95, 96 (Seating & Occasional Tables Price List)
- 711-17 Multiple Seating
pages 99-102 (Seating & Occasional Tables Price List)
- 711-16 Fully Upholstered Furniture
pages 104-117 (Seating & Occasional Tables Price List)
- 711-11 Tables and Accessories
pages 120-132 (Seating & Occasional Tables Price List)
pages 14-17, 23-25, 45, 47 (Conference Price List)
- 711-8 Executive Office Furniture
pages 28-105, 132-213, 232-272 (Casegoods Price List)
pages 25-70, 85-125 (Yorkville & Contour Price List)
pages 30-182, 206-340 (Virtu & Vestrada Price List)
pages 18-67 (Artemis Price List)
- 711-9 Executive Conference Room Furniture
pages 20, 21, 25, 84-117, 156-183 (Conference Price List)
pages 97, 98, 213, 268 (Casegoods Price List)
- 711-316 Hospital and Geriatric Chairs and Lounge Seating
(see Jordan price guide)
- 71-315 Hospital Patient Room Furniture
pages 14-30 (Juno & Trevisa GSA price guide)
pages 36-47 (Juno & Trevisa GSA price guide)





Terms and Conditions
Information for Ordering Activities

71-318 Patient Service Systems
pages 7-8 (Juno & Trevisa GSA price guide)

711-95 Installation
12% for orders under \$500. For orders over \$500 negotiable.

1b.	SPECIAL ITEM NUMBER	MODEL NUMBER	LOWEST PRICE
	711-17 (Seating & Occasional Tables Price List)	2207	37
	711-18 (Seating & Occasional Tables Price List)	1020-S	86
	711-19 (Seating & Occasional Tables Price List)	LOU20	56
	711-16 (Seating & Occasional Tables Price List)	4000-1	108
	Complementing tables 711-11 (Conference Price List)	6808-16	157
	Conference tables 711-8 711-9 (Conference Price List)	68WM-4 62PWR01	13 52
	Hospital and Geriatric Chairs and Lounge Seating 711-316 (Jordan Price List)	JOR6-RCRURE	22
	Hospital Patient Room Furniture 71-315 (Juno & Trevisa Price List)	JS1321N	4
	Patient Service Systems 71-318	Headwall	2504

2.	SPECIAL ITEM MAXIMUM NUMBER	ORDER
	711-17	\$200,000
	711-18	\$200,000
	711-19	\$200,000
	711-16	\$500,000
	711-11	\$500,000
	711-8	\$500,000
	711-9	\$500,000





Terms and Conditions
Information for Ordering Activities

711-316	\$500,000
71-315	\$500,000
71-318	\$500,000

Complementing tables

711-11	\$500,000
--------	-----------

Conference tables

711-8	\$500,000
711-9	\$500,000

3. SPECIAL ITEM MINIMUM

NUMBER	ORDER
711-17	\$100.00
711-18	\$100.00
711-19	\$100.00
711-16	\$100.00
711-11	\$100.00
711-8	\$100.00
711-9	\$100.00
711-95	\$100.00
711-316	\$100.00
71-315	\$100.00
71-318	\$100.00

4. Geographic Coverage
48 contiguous States and Washington, D.C.

5. Point of Production
Krug Inc.
421 Manitou Drive
Kitchener, Ontario, CANADA
N2C 1L5

6. Discount from List Prices
Prices are NET (Discount deducted).

7. Quantity Discounts

SIN#711-11	(Complementing Tables)
\$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%





Terms and Conditions
Information for Ordering Activities

SIN#711-16

\$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%

SIN#711-11 (Conference Tables)

\$25,000 - \$50,000	1%
\$50,001 - \$100,000	2%
\$100,001 - \$150,000	3%
\$150,001 - \$250,000	4%
\$250,001 - \$350,000	5%
\$350,001 - \$500,000	6%

SIN#711-8

\$300,000 - \$350,000	2%
\$350,001 - \$400,000	4%

SIN#711-9

\$300,000 - \$350,000	2%
\$350,001 - \$400,000	4%

SIN#711-17

\$25,001 - \$50,000	1%
\$50,001 - \$100,000	2%
\$100,001 - \$150,000	3%
\$150,001 - \$200,000	4%

SIN#711-18

\$25,001 - \$50,000	1%
\$50,001 - \$100,000	2%
\$100,001 - \$150,000	3%
\$150,001 - \$200,000	4%

SIN#711-19

\$25,001 - \$50,000	1%
\$50,001 - \$100,000	2%
\$100,001 - \$150,000	3%
\$150,001 - \$200,000	4%

SIN#711-316

\$100,000.00 - \$200,000	1%
\$200,000.01 - \$300,000	1.5%
\$300,000.01 - \$400,000	2%
\$400,000.01 - \$500,000	2.5%





Terms and Conditions
Information for Ordering Activities

SIN#71-315	
\$100,000.00 - \$200,000	1%
\$200,000.01 - \$300,000	1.5%
\$300,000.01 - \$400,000	2%
\$400,000.01 - \$500,000	2.5%

SIN#71-318	
\$100,000.00 - \$200,000	1%
\$200,000.01 - \$300,000	1.5%
\$300,000.01 - \$400,000	2%
\$400,000.01 - \$500,000	2.5%

8. Prompt Payment Terms
Net 30 Days

9a. Visa and MasterCard are accepted below the micropurchase threshold.

9b. Visa and MasterCard are accepted below the micropurchase threshold.

NOTE: No additional discount will be offered on orders placed using credit cards.

10. Foreign Items
All items manufactured in Canada.

11a. Time of Delivery
60-90 Days ARO for all items.

11b. Expedited Delivery
Items available for expedited delivery are noted in the price list. Please see page 7 of this price list for KrugExpress information.

11c. Overnight & 2 day Delivery
N/A

11d. Urgent Requirements
Please contact Krug for urgent requirements.

12. F.O.B. Point
Origin - Central Territorial Warehouse

13. Ordering Address
KRUG INC.
Kitchener, Ontario, CANADA
N2C 1L5
Tel. 1.800.265.2796
Fax. 1.800.265.2798





Terms and Conditions
Information for Ordering Activities

14. Payment Address

Same as above

15. Warranty

Krug warrants the construction and the finish for all our products to be free from defects in materials and workmanship for a period of 10 years from the date of purchase. This warranty does not apply to components not manufactured by Krug including textiles, which are subject to the specific warranties of those manufacturers, if any. Textile (fabric, leather, vinyl, or any other covering material) suppliers do not guarantee their products for durability and color fastness, and nor does Krug. Casters, mechanical and electrical components have a warranty of five years from the date of purchase. The Krug warranty does not apply to COM specified materials, damage caused by a carrier other than Krug, or variation in wood finishes due to natural wood color variation. Krug cannot be held responsible for variations in fabric dye lots from order to order. All fabric is carefully inspected when it is received, but a degree of variation in color should be expected. Repair or replacement of any defect covered by Krug warranty will be made at no charge to the original purchaser during the warranty period. This warranty does not apply to defects resulting from negligence, misuse, alteration, improper cleaning, stains or accidents. Krug's judgement will be final in all matters concerning the condition of the defect, and the necessity or manner of repair. Krug is not responsible for the damage or degradation of product that may occur due to extreme hot or cold temperatures after it has left Krug. Krug product should not be exposed to any extreme hot or cold temperatures during its life. All products should be stored in climate-controlled warehousing and should be transported on climate-controlled trailers and containers, in order to protect its integrity. Trailers and containers should not be used for storage of products. Products should remain in a climate-controlled environment until the time that transport commences, and should be moved into a climate-controlled environment as soon as transport is completed. Exposure to extreme heat or cold temperature voids the Krug warranty. This warranty applies to products sold in North America only, and is made by Krug only to the original purchasers acquiring our products through authorized Krug dealers, directly from Krug, or from others specifically authorized to sell our products.

16. Export Packing Charges

Quoted upon request.

17. Terms and Conditions of Government Commercial Credit Card

ACCEPTANCE: KRUG will accept the government commercial credit card but will not offer any additional discount for orders placed using the credit card.

18. Terms and Conditions of Rental Maintenance and Repair.

N/A





Terms and Conditions
Information for Ordering Activities

- 19. Terms and Conditions of Installation**
N/A
- 20. Terms and Conditions of Repair**
N/A
- 20a. Terms and Conditions for any other services**
N/A
- 21. Service and Distribution points**
Call contractor.
- 22. Participating Dealers**
Call contractor.
- 23. Preventative Maintenance**
N/A
- 24. Environmental Attributes**
Krug maintains a program to reduce the impact on the environment of our products and operations.
- 25. Data Universal Number System (DUNS) number**
251476669
- 26. Notification regarding registration in Central Contractor Registration (CCR Database)**
37310 (Cage code)