

**RESOLUTION NO. 12 –15**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE FURNITURE PURCHASING AGREEMENT BETWEEN THE CITY AND INSCAPE CORPORATION; 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**, Inscape Corporation (the “Seller”) submitted a proposal in response to the RFP and was awarded Contract No. GS-28F-2082D 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 Inscape Corporation., 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 Inscape Corporation, a \_\_\_\_\_ corporation, located at 67 Toll Road, Holland Landing, Ontario, L9N 1H2, Canada (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-2082D 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-2082D 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: Inscape Corporation  
67 Toll Road  
Holland Landing, Ontario  
L9N 1H2, Canada  
Attn: Jeffrey P. Woodward  
Director, Government Sales  
(905) 836-7676

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:

Inscape Corporation  
67 Toll Road  
Holland Landing, ON  
L9N 1H2, Canada

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”

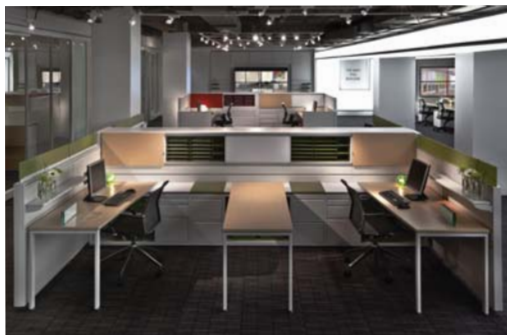
# INSCAPE

**Inscape** is a leading designer and manufacturer of innovative solutions for today's constantly evolving workplace, offering a range of award winning products, including office furniture systems, filing and storage, desking, casegoods and architectural products. Inscape's products are designed to integrate together and create unique product solutions to meet the needs of today's multi-generational workforce.

For over 120 years, we have been incorporating innovative and world class design engineering principles to the development of our products. Our portfolio has a common contemporary aesthetic and is designed to integrate together. Ingrained into Inscape's design philosophy is what we call "Customer Centered Innovation". It simply means that product designed today fits the one you bought yesterday and the one you might buy from us tomorrow so you can minimize ongoing investment even as business needs change.

Our wide range of highly integrated product solutions can work for you. Our government customers include many Federal agencies as well as State and Local Governments. Visit our **Planning Tool**, an interactive resource on our website to view layouts, renderings and line drawings for all our product lines.

Inscape gives you the flexibility to design and redesign your own interior landscape. Visit our website at [www.inscapesolutions.com](http://www.inscapesolutions.com) to view our entire line.



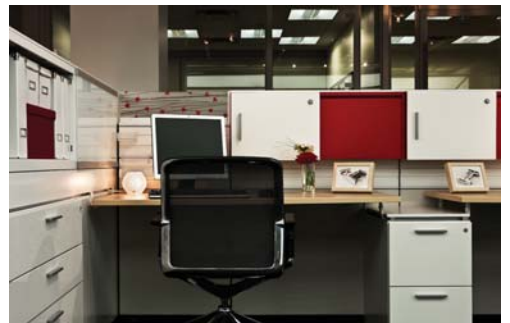
SCALA



PLATFORM



WALLS



PLATFORM



STORWAL



# GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

GSA Advantage - [www.GSAAdvantage.gov](http://www.GSAAdvantage.gov)

On-line access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order are available through GSA Advantage!, [www.GSAAdvantage.com](http://www.GSAAdvantage.com)

For more information on ordering from Federal Supply Schedules click on FSS Schedules - [www.fss.gsa.gov](http://www.fss.gsa.gov)

Schedule Title : 71| OFFICE FURNITURE

Contract Number: **GS-28F-2082D**

Contract Period: 11/30/2006 to 02/27/2011

## INSCAPE

### INSCAPE CORPORATION

67 Toll Road

Holland Landing, Ontario Canada

L9N 1H2

Phone: 905-953-5186

Fax: 877-870-0034

[www.inscapesolutions.com](http://www.inscapesolutions.com)

Contract Administration: Dianne Wright [dwright@inscapesolutions.com](mailto:dwright@inscapesolutions.com)



**CUSTOMER INFORMATION**

- 1a Table of Awarded Specialty Item Numbers:**  
Furniture Systems and Workstation Clusters 711-1
- 1b Lowest Price Unit:**  
711-1 PFGK - \$5.00
- 1c Non-applicable**
- 2 Maximum Order Limit:**  
\$500,000 net (\$1,515,152 at list price)
- 3 Minimum Order Limit:**  
\$50.00 net
- 4 Geographic Coverage:**  
50 states and the District of Columbia
- 5 Point of Production:**  
Holland Landing, Ontario L9N 1H2
- 6 Prices shown herein are:**  
List - call INSCAPE for discounts
- 7 Quantity Discounts available**
- 8 Prompt Payment Terms:**  
Net 30
- 9a Government Commercial Credit Card**  
is accepted below micro purchase threshold
- 9b Government Commercial Credit Card is accepted for:**  
Items 711-1
- 10 Foreign Items:**  
None
- 11a Time of Delivery:**  
3 to 5 weeks upon receipt of purchase order
- 11b Expedited Delivery:**  
Per project basis
- 11c Overnight:**  
Not applicable
- 12 FOB Point:**  
Origin; Freight prepaid and allowed Freight included in net price
- 13a Ordering Address:**  
INSCAPE Inc/ c/o Dealer 221 Lister Avenue Falconer, New York 14733 Phone: 800-990-9255 Fax: 716-665-2743
- 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](http://fss.gsa.gov/schedules)).

- 14 Payment Address:**  
Same as ordering address
- 15 Warranty Provision:**  
As stated under Conditions of Sale
- 16 Export Packing Charge:**  
Per project basis
- 17 Terms and Conditions of Government Commercial Credit Card Acceptance:**  
Same as cash
- 18 Terms and Conditions of Rental, Maintenance & Repair:**  
Non-applicable
- 19 Terms and Conditions of Installation:**  
Per project basis
- 20 Terms and Conditions of Repair Parts:**  
Non-applicable
- 20a Terms and Conditions of any other service:**  
Non-applicable
- 21 List of service and distribution points:**  
Contact Contractor
- 22 List of participating dealers:**  
Contact Contractor
- 23 Preventative maintenance:**  
Non-applicable
- 24a Special attributes:**  
Non-applicable
- 24b Section 508 Compliance:**  
Non-applicable
- 25 DUNS Number:**  
20-966-4085
- 26 Central Contractor Registration (CCR):**  
INSCAPE Inc. is currently registered in the Central Contactor Registration database.