

**RESOLUTION NO. 12 –17**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING THE SIGNAGE PURCHASING AGREEMENT BETWEEN THE CITY AND SYSTEM 2/90, INC., D/B/A 2/90 SIGN SYSTEMS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SIGNAGE PURCHASING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the United States General Services Administration (“GSA”) issued RFP Solicitation No. 3FNG-MG-060002-B to create a pool of vendors of various types of signage (the “RFP”); and

**WHEREAS**, System 2/90, Inc., d/b/a 2/90 Sign Systems (the “Seller”) submitted a proposal in response to the RFP and was awarded Contract No. GS-07F-0265N by GSA for the purchase of certain signage (the “GSA Contract”, a copy of which is attached hereto as Exhibit B); and

**WHEREAS**, the City of Doral (the “City”) wishes to purchase signage for the new City Hall building that is scheduled to open in the Summer of 2012 and has identified a vendor for the different types of signage 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 signage in accordance with the terms of the GSA Contract;

**WHEREAS**, the City Council finds that the Signage 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 Signage Purchasing Agreement with System 2/90, Inc., d/b/a 2/90 Sign Systems, substantially in the form of Exhibit A attached hereto, together with the GSA Contract. The City Manager is hereby authorized to execute the Signage 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

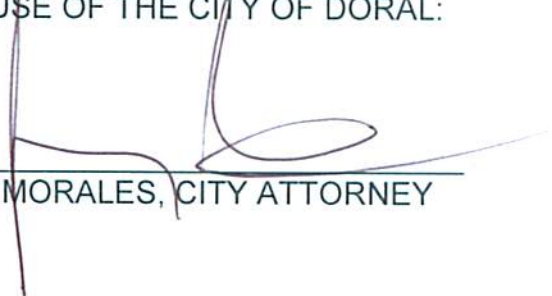
PASSED and ADOPTED this 25<sup>th</sup> day of January, 2012.

  
\_\_\_\_\_  
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”

## SIGNAGE PURCHASING AGREEMENT

This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between System 2/90, Inc., d/b/a 2/90 Sign Systems, a \_\_\_\_\_ corporation, located at 5350 Corporate Grove Drive South, Grand Rapids, Michigan 49512-5500 (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. 3FNG-MG-060002-B to create a pool of vendors of various types of architectural/wayfinding signs, plaques, seals and related products (the "RFP"); and

**WHEREAS**, the Seller submitted a proposal in response to the RFP and was awarded Contract No. GS-07F-0265N by GSA for the purchase of certain signage (the "GSA Contract"); and

**WHEREAS**, the City of Doral (the "City") wishes to purchase signage 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 signage 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-07F-0265N 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 signage 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 signage hereunder.

3. **Exclusivity.** The parties agree that this Agreement is not exclusive and the City shall have the right to order signage 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: System 2/90, Inc.  
5350 Corporate Grove Drive South  
Grand Rapids, Michigan 49512-5500  
Attn: Chris J. Douma  
(616) 656-4310

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:

System 2/90, Inc.,  
d/b/a 2/90 Sign Systems  
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”

**FSC Group:** 078 Sports, Promotional, Outdoor, Recreational, Tropies and Signs (SPORTS)  
**FSC Class:** 9905  
**Contract Number:** GS-07F-0265N  
**Contract Period:** 02/03/03 - 1/31/13  
**Contractor's Administration Source:** Mr. Chris Douma

**Contractor:**  
2/90 Sign Systems  
5350 Corporate Grove S.E.  
Grand Rapids, MI 49512  
Toll Free: 800.777.4310  
Phone: 616.656.4310  
Fax: 616.656.4300  
www.290signs.com  
info@290signs.com

**1a. Awarded Special Item Numbers:**  
366-11 Architectural/Wayfinding Signs, Plaques, Seals, and Related Products  
366-90 Ancillary Services

**1b. Lowest priced model number and prices (SIN's):**  
366-11/PL 38 Prespaced Copy 3/8" Vinyl Character /\$0.42

**1c. Installation and Programming Division Personnel:**

**Director of Installation and Wayfinding:**  
Oversees all aspects of project development from start to finish.

**Project Manager:**  
Coordinates projects, specification/design, planning, scheduling, programming and finish specification

**Project Coordinator:**  
Prepares quotations, reviews bids, initiates purchase orders, tracks project schedule and completes post installation interviews.

**Site Supervisor:**  
Manages and oversees all aspects of site installation.

**Certified Installer:**  
Manages all aspects of installation per 2/90 specifications.

**2. Maximum Order:** \$100,000 per SIN

**3. Minimum Order:** None

**4. Geographic Coverage:** The 50 States, Washington DC and Puerto Rico

**5. Point of Production:** Grand Rapids, MI, Kent County  
Alternate Point of Production: Federal Prison Industries

**6. Basic Discounts:** 45% Modular, GloSign, PlaquesPlus, Plaques, Miscellaneous 50% Arc Sign. 5% Exterior.  
All pricing is net.

**7. Quantity Discount:** None

**8. Payment Terms:** Net 30

**9a. Purchase Cards Accepted:** Visa, MasterCard and American Express

**9b. Government Purchase Cards:**  
Accepted above the micro-purchase threshold.

**10. Foreign Items:** No

**11a. Time of Delivery:** 30 Days ARO

**11b. Expedited Delivery:** Yes

**11c. Overnight & 2-Day Delivery:** Yes

**11d. Urgent Delivery:** When delivery period above does not meet your urgent delivery requirements, contact 2/90 Sign Systems at 800.777.4310 to request accelerated delivery.

**12. FOB Point:** FOB Origin

**13a. Ordering Address:** Same as contractor

**13b. Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment Address:** Same as contractor

**15. Warranty Provision:** Commercial Warranty

**16. Export Packing Charges:** N/A

**17. Government Purchase Cards:** accepted for orders of \$2,500 or less. Purchase order is required for orders over \$2,500.

**18. Terms & Conditions of Rental, Maintenance and Repair:** N/A

**19. Terms & Conditions of Installation:** Certified 2/90 Installers provide services at your request. Contact 2/90 Customer Service for details.

**20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices:** N/A

**20a. Terms and Conditions of Any other services:**  
Wayfinding / Programming services assist customers with wayfinding, planning, finish specifications, re-order assistance and maintenance. Contact 2/90 Customer Service for details.

**21. List of Distribution Points:** N/A

**22. List of Participating Dealers:** N/A

**23. Preventive Maintenance:** N/A

**24a. Environmental Attributes:** Lead free paint

**24b. Year 2000 Complaint**

**25. DUNS NUMBER:** 097811384

**26. CCR Registration:** Active. Visit ccr.gov for current registration status.

**2/90 Sign Systems GSA Schedule  
Architectural Signage**

Contract Number:	GS-07F-0265N
Contract Period:	February 3, 2003 through January 31, 2013
FSC Group:	078 Sports, Promotional, Outdoor, Recreational, Trophies and Signs (SPORTS)
FSC Class:	9905
Awarded SIN:	366-11 Architectural/Wayfinding Signs, Plaques, Seals and related Products 366-90 Ancillary Services
<b>ORDERING INFORMATION</b>	
Contractor:	2/90 Sign Systems, Inc. 5350 Corporate Grove Blvd SE Grand Rapids, MI 49512 Toll Free: 800-777-4310    Tel: 616-656-4310 Fax: 616-656-4300 E-mail: <a href="mailto:info@290signs.com">info@290signs.com</a> Website: <a href="http://www.290signs.com">www.290signs.com</a>
Ordering & Payment Address:	Same as contractor
Cage Code:	0BR78
DUNS Number:	097811384
Tax ID Number:	382242437
Payment Terms:	Net 30 Days
FOB Point:	Origin
Time of Delivery:	30 Days ARO
Purchase Cards Accepted:	Visa, MasterCard and American Express
Government Purchase Cards:	Accepted
<b>CONTRACT INFORMATION</b>	
Maximum Order:	\$100,000 per SIN
Minimum Order:	None
Geographic Coverage:	The 50 States, Washington DC and Puerto Rico
Point of Production:	Grand Rapids, Michigan, Kent County
Alternate Point of Production:	Federal Prison Industries
Basic Discount:	45% - Modular, Plaques Plus, Plaques, Miscellaneous, Other 50% - Arc 5% - Exterior All pricing is NET with discount applied
Quantity Discount:	None
Foreign Items:	No
Expedited Delivery:	Yes
Overnight & 2-Day Delivery:	Yes, fees apply
Warranty Provision:	Commercial Warranty
Product/Environmental Attributes:	Lead-free paint, UL Exit Signs are Energy Star approved
Year 2000 Compliant	Yes
CCR Registration	Active. Visit <a href="http://www.ccr.gov">www.ccr.gov</a> for current registration status