

**RESOLUTION NO. 15-1309**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AUTHORIZING THE TOWN MANAGER TO LEASE OFFICE COPIERS TO SHARP ELECTRONICS CORPORATION AND TOSHIBA AMERICA BUSINESS SOLUTIONS THROUGH AN EXISTING AGREEMENT AVAILABLE THROUGH THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 7 of the Town of Miami Lakes Ordinance 12-142 (“the Town’s Procurement Ordinance”) authorizes the Town Manager to authorize the procurement of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

**WHEREAS**, an efficient and cost effective means to lease office copiers is to access the State of Florida, Department of Management Services (the “State”) contract with Sharp Electronics Corporation (“Sharp”) and Toshiba America Business Solutions (“Toshiba”) ; and

**WHEREAS**, in 2011, the Town participated in an agreement for the lease of copiers from Toshiba under the State of Florida contract, with the lease set to expire on June 23, 2015; and

**WHEREAS**, the Town desires to lease copiers from Sharp and Toshiba under the State of Florida contract, 600-000-1-1 as set forth in the contracts attached hereto as Exhibit “A”; and

**WHEREAS**, the Town intends to lease office copiers through the State Contract; and

**WHEREAS**, in accordance with Section 7 of the Town’s Procurement Ordinance, the Town Council hereby approves the Town Manager’s ability to access the State’s Contract with Sharp and Toshiba for the lease of office copiers as set forth in the contracts attached hereto as Exhibit “A”; and

**WHEREAS**, the necessary funding is available from the General Fund.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval of Contract.** The Council approves the award of contract to Sharp and Toshiba, through the contract with the State of Florida, Department of Management Services, which is being piggybacked on for this lease, in substantially the form attached hereto as Exhibit "A" in an amount not to exceed budgeted funds for the lease of office copiers, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee is authorized to utilize the State of Florida, Department of Management Services Contract which is being piggybacked on for this lease, in substantially the form attached hereto as Exhibit "A", and to execute said contract on behalf of the Town, together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract.

**Section 4. Execution of the Contract.** The Town Manager is authorized to execute Contract 2015-50 with Sharp and Toshiba for the lease of office copiers, and to execute any required agreements and/or documents to implement the terms and conditions of the contracts, subject to approval as to form and legality by the Town Attorney.

**Section 5. Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of Contract 2015-50.

**Section 6. Effective Date.** This Resolution shall be effective immediately upon adoption.

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Passed and adopted this 2<sup>nd</sup> day of June, 2015.

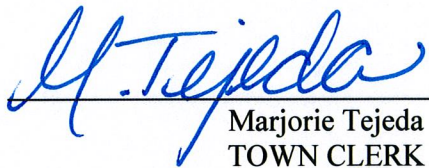
The foregoing resolution was moved for adoption by Mayor Pizzi. The motion was seconded by Councilman Mingo and upon being put to a vote, the vote was as follows:

Mayor Michael A. Pizzi, Jr.	<u>yes</u>
Vice Mayor Manny Cid	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Tony Lama	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Frank Mingo	<u>yes</u>
Councilmember Nelson Rodriguez	<u>yes</u>



Michael A. Pizzi, Jr.  
MAYOR


Attest:



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Marjorie Tejada  
TOWN CLERK

Approved as to form and legal sufficiency:



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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# EXHIBIT “A”



## AGREEMENT

### I. Parties

This Agreement, 2015-50 is made this \_\_\_\_ day of **June 2015S**, by and between Sharp Electronics Corporation (“Sharp”), located at Sharp Plaza Q, Mahwah, N.J. 07430 and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

### II. Recitals

**Whereas** the Town desires to enter into an agreement with Sharp for the purchase of the lease of office copiers (“Services”) in an amount not to exceed the budgeted amount; and

**Whereas** Sharp has agreed to provide said Services to the Town in accordance with its contract with The State of Florida, Department of Management Services (the “State”) Contract No. 600-000-11-1, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Code, will enter into an agreement with Sharp, in accordance with the terms of the State’s Contract, which is hereby incorporated by reference into and made a part and made a part of this Agreement.

Therefore both parties agree as follows:

### III. Services

Sharp will provide the copiers and associated maintenance on a leased basis to the Town in accordance with the terms of the above referenced State Contract. All other terms and conditions of said contract, a copy of which is attached hereto as “Exhibit A”, are hereby incorporated by reference, except to the extent otherwise provided herein.

### IV. Term

The lease term will be for a period of forty-eight (48) months.

### V. Fees

All fees will be paid based on the proposal provided to the Town and in accordance with the provisions of the State contract. The monthly lease fees include all maintenance and consumables other than paper.

### VI. Contract Modifications

The following modifications to the State contract are incorporated into this Agreement between the Town and Sharp:

#### a. **Contract Number**

The Town of Miami Lakes’ Office Consumables will be referenced as Contract # 2015-50.



**b. Effective Date**

The lease of the copiers will be effective as of the date of delivery, installation by Sharp and the acceptance of installation by the Town.

**c. Subcontractors**

Contractor will not subcontract any of the Work to be performed under this Contract

**d. Invoicing**

Contractor will provide the Town with an invoice once per month for the Services delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Services provided
- Timeframe covered by the invoice
- Location of Services provided
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act.

**e. Insurance**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

**VII. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Gary Fabrikant, Procurement Manager  
(305) 364-6100 ext. 1199 [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov)

Project Manager: Amy Hugunin, Assistant to the Town Manager  
(305) 364-6100 ext. 1134 [hugunina@miamilakes-fl.gov](mailto:hugunina@miamilakes-fl.gov)

The point of contact for Sharp is shall be:

Marcelo Rodriguez, Senior Account Manager  
(305) 779-1245

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



**Sharp Electronic Corporation**

**Town of Miami Lakes**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Alex Rey, Town Manager

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_  
Name of Signatory:

\_\_\_\_\_  
Marjorie Tejada, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, **Sharp Electronics Corporation** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, Therefore, Be It Resolved by the Board of Directors that \_\_\_\_\_  
(name)  
\_\_\_\_\_, is hereby authorized and instructed to enter into a contract, in the  
(title)  
name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)





## AGREEMENT

### VIII. Parties

This Agreement, 2015-50 is made this \_\_\_\_ day of **June 2015T**, by and between Toshiba America Business Solutions (“Toshiba”), located at 6401 Nob Hill Road, Tamarac, Florida 33321 and the Town of Miami Lakes (“Town”), located at 6601 Main Street, Miami Lakes, FL 33014.

### IX. Recitals

**Whereas** the Town desires to enter into an agreement with Toshiba for the purchase of the lease of office copiers (“Services”) in an amount not to exceed the budgeted amount; and

**Whereas** Toshiba has agreed to provide said Services to the Town in accordance with its contract with The State of Florida, Department of Management Services (the “State”) Contract No. 600-000-11-1, except to the extent otherwise provided herein; and

**Whereas** the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town’s Procurement Code, will enter into an agreement with Toshiba, in accordance with the terms of the State’s Contract, which is hereby incorporated by reference into and made a part and made a part of this Agreement.

Therefore both parties agree as follows:

### X. Services

Toshiba will provide the copiers and associated maintenance on a leased basis to the Town in accordance with the terms of the above referenced State Contract. All other terms and conditions of said contract, a copy of which is attached hereto as “Exhibit A”, are hereby incorporated by reference, except to the extent otherwise provided herein.

### XI. Term

The lease term will be for a period of forty-eight (48) months.

### XII. Fees

All fees will be paid based on the proposal provided to the Town and in accordance with the provisions of the State contract. The monthly lease fees include all maintenance and consumables other than paper.

### XIII. Contract Modifications

The following modifications to the State contract are incorporated into this Agreement between the Town and Toshiba:

#### a. **Contract Number**

The Town of Miami Lakes’ Office Consumables will be referenced as Contract # 2015-50.



**b. Effective Date**

The lease of the copiers will be effective as of the date of delivery, installation by Toshiba and the acceptance of installation by the Town.

**c. Subcontractors**

Contractor will not subcontract any of the Work to be performed under this Contract

**d. Invoicing**

Contractor will provide the Town with an invoice once per month for the Services delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
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Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act.

**e. Insurance**

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

**XIV. Points of Contact**

The points of contact for the Town shall be:

Contract Management: Gary Fabrikant, Procurement Manager  
(305) 364-6100 ext. 1199 [fabrikantg@miamilakes-fl.gov](mailto:fabrikantg@miamilakes-fl.gov)

Project Manager: Amy Hugunin, Assistant to the Town Manager  
(305) 364-6100 ext. 1134 [hugunina@miamilakes-fl.gov](mailto:hugunina@miamilakes-fl.gov)

The point of contact for Toshiba is shall be:

Annie Cruz, Senior Account Manager  
(954) 428-1300

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



**Toshiba America Business Solutions**

**Town of Miami Lakes**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Alex Rey, Town Manager

\_\_\_\_\_  
Title

**Attest:**

\_\_\_\_\_  
Name of Signatory:

\_\_\_\_\_  
Marjorie Tejada, Town Clerk



**CORPORATE RESOLUTION**

WHEREAS, **Toshiba America Business Solutions** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, Therefore, Be It Resolved by the Board of Directors that \_\_\_\_\_  
(name)  
\_\_\_\_\_, is hereby authorized and instructed to enter into a contract, in the  
(title)  
name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)