



Agenda Item # C - 6

**VILLAGE OF ROYAL PALM BEACH
Village Council
Agenda Item Summary**

AGENDA ITEM:

Consideration of the approval and authorization for the Village Manager to enter into an Agreement for Furniture Assembly Labor Services with WRK LAB, INC. for assembly and installation labor services for the Village Hall Office Furniture project. This agreement piggybacks off GSA Contract #47QSMA21D08PQ at the installation services unit rates provided therein. The total cost under the agreement shall not exceed \$122,728.32 funded under project EN2304 Village Hall Office Furniture.

BACKGROUND

At the 2022 Strategic Planning meeting, the “transition to new Village Hall: preparation for move and completion of relocation” was ranked as a “Top Priority” under the Management Agenda 2022-2023. The purchase and installation of the office furniture is an integral part of this plan. After evaluating the re-use of existing office furniture, it was determined that purchasing new furniture was more cost effective. The amount of coordination and staff time associated with the move to the new building will also be reduced with the new furniture option.

On November 17, 2022, Village Council unanimously approved the furniture purchase; at which time staff acknowledged the need for additional management and installation services.

Village Code permits the Village to purchase commodities or contractual services without competitive procurement under contracts of the federal government, the State of Florida and/or its political subdivisions provided the terms and conditions of the original contract have been extended to the Village; the original contract will be effective the same date as this “piggyback” agreement and extends through April 13, 2026 and Village Staff has surveyed the market to determine if the prices of the original contract are fair and reasonable. The above-referenced agreement conforms to these criteria.

ISSUE:

Village Staff has surveyed the market to determine if the prices of the WRK LAB, INC. contract are fair and reasonable. The installation services will be paid for on an hourly basis at a unit rate of \$31.68 per hour per the GSA piggyback contract with a total value not to exceed \$122,728.32.

Funds to come from Project EN2304; Account 303-3900-539.64-80

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Village Engineer		1/19/2023	

VILLAGE OF ROYAL PALM BEACH
AGREEMENT FOR FURNITURE ASSEMBLY LABOR SERVICES

THIS AGREEMENT FOR FURNITURE ASSEMBLY LABOR SERVICES (“Agreement”) is entered into and effective this ____ day of January 2023 (“Effective Date”), by and between the VILLAGE OF ROYAL PALM BEACH, a Florida municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter “the Village”; and WRK LAB, INC., a Florida corporation whose principal address is 3605 NW 115 Avenue, Doral, Florida 33178, hereinafter “the Contractor” and collectively with the Village, “the Parties”.

WITNESSETH

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide furniture assembly labor services including receipt, deliver, assembly and installation of the office furniture for the new Village Hall. The Parties agree to enter into this Agreement for furniture assembly labor services at the unit rates and pricing set forth GSA Contract No. 47QSMA21D08PQ between the U.S. Government and the Contractor valid from April 14, 2021 through April 13, 2026 (the “Piggyback Agreement”) for the total sum as provided in the Contractor’s proposal dated January 12, 2023, both of which are attached hereto as Exhibit “A” and incorporated by reference. All general terms and provisions in the Piggyback Agreement shall be assumed to also pertain to the Village of Royal Palm Beach and be binding upon Contractor relative to this Agreement.

2. **COMPENSATION:** In consideration for the above Scope of Services, the fee for such furniture assembly labor services shall not exceed One Hundred Twenty-two Thousand Seven Hundred Twenty-eight Dollars and Thirty-two Cents (\$122,728.32).

3. **INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as required by the Village, if required. The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Contract.

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

5. **TERM; TERMINATION; NOTICE:** This Agreement shall have a term of six (6) months from the Effective Date, unless otherwise agreed to in writing by the parties. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411 Attn: Raymond C. Liggins, PE, Village Manager	Wrk Lab, Inc. 3605 NW 115 Avenue Doral, FL 33178 Attn: Daniel Garcia, CEO

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Contract is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

7. **ATTORNEY’S FEES:** In the event a dispute arises concerning this Contract, the prevailing party shall be awarded attorney’s fees, including fees on appeal.

8. **CHOICE OF LAW; VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Contract.

9. **AMENDMENTS & ASSIGNMENTS:** This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifications shall be made to this Contract unless in writing, agreed to by both parties, and attached hereto as an addendum to this Contract. The Contractor shall not transfer or assign the provision of goods called for in this Contract without prior written consent of the Village.

10. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal

contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

11. PUBLIC RECORDS: In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT

ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date and year first above written.

WITNESSES:

WRK LAB, INC.

By: **Daniel Garcia, CEO**
Date: _____

(Corporate Seal)

VILLAGE OF ROYAL PALM BEACH

ATTEST:

By: **Raymond C. Liggins, PE, Village Manager**
Date: _____

Diane DiSanto, MMC
Village Clerk

(Seal)

Exhibit "A"
GSA Contract and Contractor's Proposal



PROPOSAL

8343M

FOR

VILLAGE OF ROYAL PALM BEACH
1050 ROYAL PALM BEACH BLVD

01/12/23

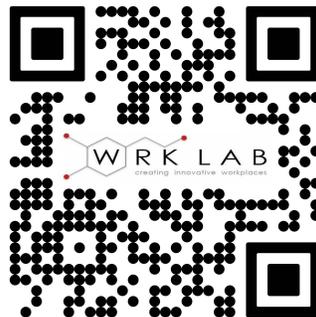




EXHIBIT A

PROPOSAL

WRK LAB, INC.
 PH: 305-400-8101
 WWW.WRKLAB.COM

South Florida: 3605 NW 115th Ave. Doral, FL 33178
Tampa Bay: 10430 66th St N. Pinellas Park, FL 33782

DATE	PROPOSAL #
01/12/23	8343M

VALID THROUGH: 01/31/23
 PROJECT#: 13-50

PROPOSAL FOR:	INSTALL AT:
VILLAGE OF ROYAL PALM BEACH 1050 ROYAL PALM BEACH BLVD	VILLAGE OF ROYAL PALM BEACH 1050 ROYAL PALM BEACH BLVD ROYAL PALM BEACH FL 33411
Ph# 561-791-7092	

PROPOSAL DESCRIPTION

SALESPERSON
 Carrie Alexander

TERMS
 NET 15

#	QTY	PRODUCT	DESCRIPTION	SELL	EXTENDED
1	2150		LABOR TO RECEIVE, DELIVER AND INSTALL AS PER - 1ST FLOOR FURNITURE PLAN DATED 12/13/22 - LABOR TO BE PERFORMED DURING NORMAL WORKING HOURS 8AM - 4PM	31.68	68,112.00
2	1724		LABOR TO RECEIVE, DELIVER AND INSTALL AS PER - 2ND FLOOR FURNITURE PLAN DATED 12/13/22 - LABOR TO BE PERFORMED DURING NORMAL WORKING HOURS 8AM - 4PM	31.68	54,616.32
Proposal is good for 10 days OR manufacturer price increases\surcharge. Whichever comes first.				SUBTOTAL	122,728.32
ACCEPTED BY _____					
DATE ACCEPTED _____				TOTAL	122,728.32

EXHIBIT A

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu driven database system. The INTERNET address for GSA's Advantage is: <http://www.gsadvantage.gov>

**MAS SCHEDULE - Solicitation No. 47QSMD20R0001
Federal Supply Schedule Contract for All Geographic Areas
Furniture and Furnishings Furniture and Furnishings Category - Code: C
C07. Packaged Furniture Subcategory
FSC/PSC Code: 7110 and N071
STANDARD INDUSTRY GROUP (NAICS): 541614**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>

**WRK LAB, Inc.
CONTRACT NO. 47QSMA21D08PQ
CONTRACT PERIOD: April 14, 2021 through April 13, 2026**

**CONTRACTOR:
WRK LAB, Inc.**

**Address:
3605 NW 115th Avenue
Doral, FL 33178-1856
Web site: www.wrklab.com
DUNS: 105333782**

**Phone: 305-400-8101
Fax: 305-489-7821
email: dgarcia@wrklab.com
NAICS: 337214
CAGE CODE: 8DH98**

**Contact for Order placement – Danny Garcia tel: 305-400-8101
cell: 305-801-2356
Contract Administration – Danny Garcia tel: 305-400-8101
cell: 305-801-2356**

Business Size: Small

EXHIBIT A

CUSTOMER INFORMATION:

- | | |
|----------------------------------|---|
| 1. SPECIAL ITEM NUMBERS | 33721P Packaged Office |
| 2. MIN ORDER LIMIT | \$100.00 |
| 3. MAX ORDER LIMIT | 33721P - \$5,000,000.00 |
| 4. GEOGRAPHIC COVERAGE | Domestic United States and Territories |
| 5. POINTS OF PRODUCTIONS | <ol style="list-style-type: none">1. Herman Miller, Zeeland, Michigan2. AIS, Leominster, MA3. Inscape, Inc., Falconer, NY4. National Office Furniture, Jasper, IN5. Exemplis, Cypress, CA6. Global, Marlton, NJ7. 9 to 5 Seating, Hawthorne, CA |
| 6. GSA DISCOUNT FROM LIST | <p><i>According to these GSA approved MAS contracts:</i></p> <ol style="list-style-type: none">1. Herman Miller, GS-03F-036DA2. AIS, 47QSMA20D08Q43. Inscape, Inc., GS-03F-038DA4. National Office Furniture, GS-27F-0034X5. Exemplis, 47QSMA18D08NQ6. Global, GS-03F-076GA7. 9 to 5 Seating, GS-28F-0013X |
| 7. QUANTITY DISCOUNTS | <i>According to the GSA approved Supplier schedules: see #6.</i> |
| 8. PRMPT PAYMENT TERMS | NET 30 DAYS |
| 9. GOVERNMENT CREDIT CARD | Government credit cards will be accepted at or below the micro-threshold amount. |
| 10. FOREIGN ITEMS | None |
| 11. TIME OF DELIVERY | According to above listed schedules (see #6) |
| 12. F.O.B. POINTS | See Product Listing, #5, above |
| 13. ORDERING | WRK LAB, Inc.
3605 NW 115th Avenue
Doral, FL 33178-1856 |

EXHIBIT A

- 14. PAYMENT** WRK LAB, Inc.
3605 NW 115th Avenue
Doral, FL 33178-1856
- 15. WARRANTY** According to above listed schedules (see #6)
- 16. EXPORT PACKAGING CHARGES** Not applicable
- 17. GOV'T CREDIT CARDS ACCEPTED** Government credit cards will be accepted at or below the micro threshold amount.
- 18. TERMS & CONDITIONS FOR MAINTENANCE & REPAIR** Not applicable
- 19. INSTALLATION SERVICES** \$31.68 per man hour net for projects up to \$150,000.00.
Installation services in excess of \$150,000.00 will be negotiated on a case-by-case basis.
- 20. TERMS & CONTITIONS FOR OTHER SERVICES** Project Management: \$54.45 per hour
Design Services: \$64.35 pr hour
Reconfiguration Services: \$64.35 per hour.
- 21. SERVICE & DISTRIBUTION POINTS** Not applicable
- 22. LIST OF PARTICIPATING DEALERS** None
- 23. PREVENTATIVE MAINTENANCE** Not applicable
- 24. SPECIAL ATTRIBUTES** According to above listed schedules (see #6)
- 25. DUNS** 105333782
- 26. SAM REGISTRATION** WRK LAB, Inc. is registered in the SAM database. 8DH98