

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
March 7, 2017
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **MOMENT OF SILENCE**
4. **PLEDGE OF ALLEGIANCE:**
5. **SPECIAL PRESENTATIONS:**
6. **PUBLIC COMMENTS:**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

Remote Public Comments: Please register with the Town Clerk from the date the agenda is released (Wednesday before the meeting) to the date before the meeting. For additional information, please contact Clerk@miamilakes-fl.gov

7. **ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
8. **APPOINTMENTS:**
9. **COMMITTEE REPORTS:**
 - Education Advisory Board**
 - Neighborhood Improvement Committee**
 - Public Safety Committee**

10. CONSENT CALENDAR:

A. Approval of Minutes

- February 7th 2017 Regular Council Meeting
- February 14th 2017 Madden's Hammock Meeting
- February 27th 2017 Strategic Planning Workshop

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED WORK ORDER, UNDER CONTRACT NO. 2012-04CM FOR MISCELLANEOUS ENGINEERING SERVICES, FOR WORK ON PHASE I, II AND III OF LAKE SARAH, LAKE ADELE, LAKE SUZIE AND LAKE HILDA STORM WATER AND ROADWAY AND DRAINAGE IMPROVEMENT PROJECT, WITH CHEN MOORE AND ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$65,000.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED WORK ORDER, UNDER CONTRACT NO. 2012-04 ME FOR MISCELLANEOUS ENGINEERING SERVICES, FOR THE 67th AVENUE WIDENING PROJECT, UNDER CONTRACT NO. 2012-04 WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$148,000.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)**

11. ORDINANCES-FIRST READING:

- A. AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MIAMI LAKES, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)**
- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; RELATING TO THE MITIGATION OF CODE COMPLIANCE LIENS; AMENDING CHAPTER 8, ENTITLED "CODE ENFORCEMENT", TO PROVIDE FOR MITIGATION OF CODE ENFORCEMENT LIENS THAT EXISTED PRIOR TO MARCH 27, 2015; INCORPORATING RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey/Cid)**
- C. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, AMENDING AND RESTATING ORDINANCE NO 09-115 PERTAINING TO PURCHASING PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE REVISED RULES AND REGULATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

(Rey/Mestre)

D.

QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following item on the Board’s agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE TOWN COMPREHENSIVE PLAN; REDESIGNATING 9.445 +/--ACRE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARY DESCRIBED AT ATTACHMENT “A”, FROM THE INDUSTRIAL AND OFFICE CATEGORY, TO THE MEDIUM DENSITY RESIDENTIAL CATEGORY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR DIRECTION TO THE ADMINISTRATIVE OFFICIAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

E. This is a companion item of item 11D.

QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following item on the Board’s agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING THE OFFICIAL ZONING MAP TO REZONE A 9.445 +/--ACRE PROPERTY LOCATED ON THE WEST SIDE OF COMMERCE WAY AND N.W. 146TH STREET, AS MORE PARTICULARY DESCRIBED AT ATTACHMENT “A”, FROM THE IU-C, INDUSTRIAL DISTRICT, CONDITIONAL, TO THE RM-36, MEDIUM DENSITY RESIDENTIAL DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR

DIRECTION TO THE ADMINISTRATIVE OFFICIAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

12. ORDINANCES-SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE PROCESSING, ISSUANCE, OR APPROVAL OF ANY DEVELOPMENT ORDER, INCLUDING BY NOT LIMITED TO, BUILDING PERMITS, CERTIFICATES OF USE, SITE PLANS, VARIANCES, CONDITIONAL USES, OR LAND USE MODIFICATIONS FOR CANNABIS DISPENSARIES OR MARIJUANA TREATMENT CENTERS FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR THE GEOGRAPHIC AREA COVERED; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey, Mestre)**
- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, IMPOSING A TEMPORARY MORATORIUM UPON ISSUANCE ANY DEVELOPMENT ORDERS, INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, CERTIFICATES OF USES, VARIANCES, SITE PLANS, CONDITIONAL USES, OR SPECIAL EXCEPTIONS, PERTAINING TO THE INSTALLATION OR SITING OF ANY "TELECOMMUNICATIONS TOWERS", AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED BELOW OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA UNDER THE FLORIDA TRANSPORTATION CODE PROVIDING FOR DEFINITIONS; PROVIDING FOR INTERPRETATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.(Rey, Gastesi)**

13. RESOLUTIONS:

- A. RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PURCHASE OF NEW PARK BENCHES, TRASH RECEPTACLES, AND TABLES; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE UNIVERSITY OF WISCONSIN-MADISON CONTRACT #17-5290 WITH GRABER MANUFACTURING, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDING THE CONTRACT FOR CLOSED CIRCUIT TELEVISION (CCTV) AND ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT) BETWEEN EXPRESS SUPPLY INC, ECONOLITE AND THE TOWN OF MIAMI LAKES IN THE ANNUAL AMOUNT NOT TO EXCEED BUDGETED FUNDS BY**

WAIVING THE COMPETITIVE PROCUREMENT BIDDING PROCESS; APPROVE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES FOR THE INSTALLATION AND MAINTENANCE OF THE CLOSED CIRCUIT TELEVISION (CCTV) AND ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT); AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

14. NEW BUSINESS:

- A. Public Hearing Notice Mailers Radius Requirement (Rodriguez)**
- B. NW 154th Service Bridge (Cid, Rodriguez)**
- C. 170th and 154 Bridges (Lama, Cid, Rodriguez, Daubert, Collazo, Mestre, Mingo)**

***This item will require a vote to waive Section 7.2 and Section 7.3 of the Special Rules of the Town of Miami Lakes.**

15. MAYOR AND COUNCILMEMBER REPORTS:

- A. NW 170th Bridge Opening (Cid)**
- B. National Ice Cream Day -Town Ice Cream Social (Cid)**

***This item requires the waiver of Section 7.2 of the Special Rules of Order**

16. MANAGER'S REPORT:

- A. Youth Activities Task Force Funds Transfer**

17. ATTORNEY'S REPORT:

- A. Pending Litigation and Matters**

ADJOURNMENT:

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person

presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Education Advisory Board

Subject: Education Advisory Board

Date: March 7, 2017

Recommendation:

Attached please see the report.

Attachments:

EAB Report

Town of Miami Lakes: Education Advisory Board

Report to the Town Council March 7, 2017

MISSION STATEMENT: To assess and advise on the needs and conditions of the schools in the Town of Miami Lakes providing the Town Council with recommendations concerning educational issues.

MEMBERSHIP:	
Name	Committee Position
Paula Hagen	Member
Claudia Luces	Chair
Janet Marti	Member
Star Rodriguez	Member
Marilyn Ruano	Vice-Chair
Jacqueline Vaquer	Secretary
Farrah Salem	Member
Carlos Salcedo Miami Lakes K-8	Non-Voting
Joaquin Hernandez, Barbara Goleman	Non-Voting
Lisa Garcia, Hialeah Miami Lakes	Non-Voting
Lourdes Diaz, Miami Lakes Tech	Non-Voting
Yecenia Martinez-Lopez, Bob Graham Ed. Center	Non-Voting
Manuel Sanchez, Miami Lakes Middle School	Non-Voting

BUDGET 2016-2017: TOTAL\$58,300.00

SCHEDULED EVENTS			
EVENT	DATE	BUDGET	
Standardized Testing Support	School Year 2016-2017	\$10,000	Available to all schools
Friends of the Library	Fiscal Year 2017	\$4,000	Dollars fund particular programs at the Miami Lakes Library. The following is attendance at the events held thus far: 1.3.2017 : Teen Movie Night - 11 1.28.2017 : Children Read the Book Watch the Movie - 7 2.7.2017 : Teen Movie Night - 12 2.14.2017 : Anti Valentine's Day Cards - 26 2.25.2017 : Children Read the Book Watch the Movie - TBA
SAT/ACT Prep Courses	Summer 2017	\$4,000	11 th and 12 th grade students in Miami Lakes. Courses take place over the summer months.
Misc./ Buffer for calculations	2016-2017	\$300.00	
Imagination Library	2016-2017	\$2,000	101 participants
Town Events	2016-2017	\$2,000	Halloween, Holiday Storytelling, Spring Fling
AP Vocabulary Prep Course	2016-2017	\$26,000	ML K-8: 35 students BGEC: 16 students
STEM Elective Course	2016-2017	10,000	ML K-8: 43 students BGEC: 38 students

FUTURE PROJECTIONS/CONSIDERATION

To continue enhancing the education experience for the children in our community through collaborative projects with Miami-Dade County Public Schools.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Neighborhood Improvement Committee

Subject: Neighborhood Improvement Committee

Date: March 7, 2017

Recommendation:

Attached please see the report.

Attachments:

NIC Report March 2017

Town of Miami Lakes
Neighborhood Improvement Committee
Report to the Town Council
March 7, 2017

MISSION STATEMENT: *The Neighborhood Improvement Committee is to recommend, promote, and create projects and activities that will beautify and improve all its neighborhoods in collaborative and comprehensive manner. It shall also promote efforts that encourage a physically active, sustainable, and engaged community in Miami Lakes.*

MEMBERSHIP:

Name	Committee Position	Nominated by:
Juan Carlos Fernandez	Chair	Mayor Manny Cid
Robert Ibarra	Vice Chair	Councilman Nelson Rodriguez
Danielle Diaz	Secretary	Vice Mayor Tony Lama
Adrian Ardila	Member	Councilman Tim Daubert
Josh Dieguez	Member	Councilman Luis Collazo
Antonio Fernandez	Member	Councilman Nelson Rodriguez
Jose Llano	Member	Councilman Tim Daubert
Rudy Lloredo	Member	Mayor Manny Cid
Sharon Manassa	Member	Councilman Ceasar Mestre
Joe Pardo	Member	Vice Mayor Tony Lama
Felicia Salazar	Member	Councilman Ceasar Mestre
Jacqueline Vaquer	Member	Councilman Frank Mingo
Jose Zelaya	Member	Councilman Luis Collazo
OPEN	OPEN	Councilman Frank Mingo

BUDGET 2016-17

HOA Quarterly Meetings	\$100
Lake Quality Awareness	\$200
Lake Clean Up & Maintenance	\$0
Anti-Litter Program	\$0
Community Bike Rides	\$2,350
TOTAL	\$2,650

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
HOA Quarterly Meeting	10/20/2016	\$25.00	30
Community Bike Ride	2/11/2017	\$800	30
HOA Quarterly Meeting	March	\$25	TBD
Community Bike Ride	April	\$800	TBD
Community Bike Ride	May	\$800	TBD
HOA Quarterly Meeting	May	\$25	TBD
Lake Quality Awareness	August	\$200	TBD
HOA Quarterly Meeting	September	\$25	TBD



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Public Safety Committee

Subject: Public Safety Committee

Date: March 7, 2017

Recommendation:

Please see attached report.

Attachments:

PSC Report March 2017

Town of Miami Lakes
Public Safety Committee
Report to the Town Council
March 7, 2017

MISSION STATEMENT: *The Public Safety Committee works with local residents, businesses and the Police and Fire Department to organize and develop local crime watch programs and provide opportunities for public safety awareness and education.*

MEMBERSHIP:

Name	Committee Position	Nominated By:
Robert Santiago	Chair	Councilman Frank Mingo
Carlos Martinez	Vice Chair	Mayor Manny Cid
Laureano Fernandez	Secretary	Vice Mayor Tony Lama
Max Freiria	Member	Councilman Nelson Rodriguez
Omar Gonzalez	Member	Councilman Tim Daubert
Louis Lopez	Member	Councilman Ceasar Mestre
Kevin Morejon	Member	Councilman Luis Collazo
Jorge Pena	Member	Councilman Nelson Rodriguez
Officer Juan Rodriguez	Police Department	Per Resolution
Open	Fire Department	Per Resolution

BUDGET 2016-17

Public Safety Appreciation Breakfast	\$1,000
C.E.R.T. Training	\$250
Educational Materials	\$750
TOTAL	\$2,000

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
Crime Prevention Workshop for Businesses	11/16/2016	\$0	20
Public Safety Appreciation Breakfast	5/20/2017	\$1000	100
Identity Theft Workshop	04/25/2017	\$0	100
Lock It or Lose It – Protect Your Home & Vehicle			



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Gina M. Inguanzo, Town Clerk

Subject: Approval of Minutes

Date: March 7, 2017

Recommendation:

Approval of Minutes

- February 7th 2017 Regular Council Meeting
- February 14th 2017 Madden's Hammock Meeting
- February 27th 2017 Strategic Planning Workshop

Attachments:

February 7 2017 Regular Council Meeting Minutes

February 14 2017 Madden's Hammock Meeting Minutes

February 27 2017 Strategic Plan Workshop Minutes

MINUTES
Regular Council Meeting
February 7, 2017
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Cid called the meeting to order at 6:35 pm

2. ROLL CALL:

The Town Clerk, Gina Inguanzo, called the roll with the following Councilmembers present: Luis Collazo, Tim Daubert, Ceasar Mestre, Frank Mingo, Nelson Rodriguez and Mayor Manny Cid. Vice Mayor Lama joined the meeting via skype.

3. MOMENT OF SILENCE

Invocation was led by Father Lambert from Our Lady of the Lakes Catholic Church.

4. PLEDGE OF ALLEGIANCE:

Miami Lakes Local Boys Scout Troop 584 and 484 gave a presentation of colors and led the Pledge of Allegiance.

5. SPECIAL PRESENTATION:

Joseph Sosa was recognized by Troop 584 for his professional efforts and for taking care of the logistics of this meeting for the Boys Scouts Troops.

Grace Loeb was recognized for her courage, love and efforts to create awareness for Rare Diseases.

Farah Salem was recognized as the rookie teacher of the year at Hialeah-Miami Lakes and for her exceptional contribution as a lead magnet Chair in the Career and Technology Department of Hialeah-Miami Lakes High School.

6. PUBLIC COMMENTS:

Maria Kramer came before the Town Council to speak in favor about item 13B.

Grace Loeb came before the Town Council to speak in favor of the 4th Annual Walk Against Rare Diseases.

Annette Gil Garcia came before the Town Council to express her concerns with the safety in her neighborhood, and she stated that people are speeding and distracted while driving. She expressed her desire for speed bumps in her neighborhood.

Tony Mendez spoke before the Town Council on item 11A and expressed his desire for the Town to form a committee composed of pharmacists, to guide the Town Council and the town, to strive for a pharmacist to run the dispensaries instead of a lay person, and to pay attention to the laws that are issued by the Federal Government regarding this item.

Julia Tantalean spoke before the Town Council to express her concerns with the safety in her neighborhood, and businesses being operated from their homes.

Cynthia Wine spoke before the Town Council to express her support for the reactivating the light on 79th of Miami Lakes Drive and in support of Kislak Organization, item 10C.

Bonnie Cintron spoke before the Town Council on behalf of Derek Cintron on his opinion on the tree canopy. She stated that too many Black Olive trees are being cut off and that many homes are not being held to the deed restriction, and that he fears that the over development will cause problems of public safety. On her behalf, she spoke about the height of buildings in the town and asked if the Graham Companies could lower the height of the project building that they will be building across Town Hall.

Marilyn Ruano spoke before the Town Council to express her opinion about the removal of the Black Olive trees and their replacement. She does not want the tree canopy to be lost. She also stated that the homeowners of Royal Palm Estates would like to have a traffic light or street light on the entrance to Royal Palm Estates on 154 Street, or a merge lane, to alleviate the traffic congestion that is caused on the entrance to said neighborhood.

Claudia Luces spoke against item 13B, against adding the name of Miami Lakes to the Opa Locka Airport, the Black Olive tree removal plan and her concerns over losing the tree canopy that Miami Lakes has been known for.

Lori Iglesias spoke before the Town Council to express her concern about the rock blasting effects that are being felt in the town, break-ins that are taking place in her neighborhood and the parking situation and garbage situation in the Royal Oaks Park.

James Meehan spoke before the Town Council to express his concern about the traffic situation that the town is facing.

Let the record reflect that Ms. Hope Reynolds emailed her public comments to the Town Clerk and that her public comments were printed and shared with the Town Council.

7. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Councilmember Rodriguez motioned to approve the agenda as is and not make changes to the order of business. Councilman Mestre seconded the motion and all were in favor.

8. APPOINTMENTS:

Antonio Fernandez was appointed to the Neighborhood Improvement Committee, nominated by Councilmember Rodriguez.

Nayib Hassan was appointed to the Veteran's Committee, nominated by Councilmember Mestre.

Adrien Ardila was appointed to the Neighborhood Improvement Committee, nominated by Councilmember Daubert.

Ester Colon was appointed to the Cultural Affairs Committee, nominated by Councilmember Rodriguez.

Councilmember Rodriguez made a motion to approve the appointments and the motion received a second from Councilmember Mestre. All were in favor.

9. COMMITTEE REPORTS:

Juan Carlos Fernandez, Chair of the Neighborhood Improvement Committee, reported that the Committee voted on moving the line item on lake testing (\$850) and anti-litter campaign (\$1500), for a total of \$2,350 to be moved to the line item on Bike Ride, so that the Committee can continue sponsoring this event monthly. Councilmember Daubert made a motion to accept the request of transferring \$2,350 from two line items to the Bike Ride line item and it was seconded by Councilmember Mestre. All were in favor.

Lynn Matos, Chair of the Youth Activity Task Force, thanked the Town Council for being great role models for the kids in our committee and for the support that the Town Council allocates to the YATF budget.

10. CONSENT CALENDAR:

Councilmember Mestre made a motion to approve all the items on the Consent Calendar. Councilmember Daubert seconded the motion and all were in favor.

A. APPROVAL OF MINUTES:

- January 17, 2017, Regular Council Meetings
- January 24, 2017, Special Call Town Council Meeting
- January 30, 2017, Meeting with Commissioner Bovo re: Firetruck
- January 31, 2017, Meeting with Graham Companies re: Upcoming Developments

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO APPROVE AWARD OF CONTRACT 2017-21 ACCESSING CONTRACT #066-2730-16/JMA FOR SOD AND SOD INSTALLATION, AS LONG AS BUDGETED FUNDS ARE AVAILABLE FOR THESE GOODS AND SERVICES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, REQUESTING MIAMI-DADE COUNTY TO REACTIVATE THE TRAFFIC LIGHT AT N.W. 79th AVENUE AND MIAMI LAKES DRIVE; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

Approved on Consent.

- D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING OF LICENSE AND USE AGREEMENTS WITH THE FOLLOWING COMMUNITY NONPROFIT ORGANIZATIONS: SOUTH FLORIDA COUNCIL BOY SCOUTS OF AMERICA, GIRL SCOUT COUNCIL OF TROPICAL FLORIDA, INC., AND AMERICAN LEGION POST #144; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A THREE YEAR LICENSE AND USE AGREEMENT WITH THE SAID COMMUNITY NONPROFIT ORGANIZATIONS FOR USE OF TOWN FACILITIES FOR MEETINGS AND EVENTS AT NO COST; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENTS WITH THESE ORGANIZATIONS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.(Rey)

Approved on Consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING A TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR IMPLEMENTATION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

Approved on Consent.

11. ORDINANCES-FIRST READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE PROCESSING, ISSUANCE, OR APPROVAL OF ANY DEVELOPMENT ORDER, INCLUDING BY NOT LIMITED TO, BUILDING PERMITS, CERTIFICATES OF USE, SITE PLANS, VARIANCES, CONDITIONAL USES, OR LAND USE MODIFICATIONS FOR CANNABIS DISPENSARIES OR MARIJUANA TREATMENT CENTERS FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR THE GEOGRAPHIC AREA COVERED; AND PROVIDING FOR AN EFFECTIVE DATE.(Mestre)

The Town Attorney, Raul Gastesi, read the definition of Medical Cannibus into the record and he stated that this definition will be included in the title of the Ordinance in second reading. Then, he proceeded to read the title of the Ordinance in first reading into the record.

Mayor Cid opened the public hearing.

There being no one else wishing to speak, Mayor Cid closed the public hearing.

Councilmember Mestre made a motion to approve the amendment to the ordinance in first reading. The motion to approve the amendment was seconded by Councilmember Daubert. The Town Clerk called the roll and all were in favor.

Councilmember Mestre made a motion to approve the ordinance as amended and Councilmember Daubert seconded the motion. The Town Clerk called the roll and ordinance passed unanimously on first reading.

- B. AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, IMPOSING A TEMPORARY MORATORIUM UPON ISSUANCE ANY DEVELOPMENT ORDERS, INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, CERTIFICATES OF USES, VARIANCES, SITE PLANS, CONDITIONAL USES, OR SPECIAL EXCEPTIONS, PERTAINING TO THE INSTALLATION OR SITING OF ANY "TELECOMMUNICATIONS TOWERS", AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED BELOW OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA UNDER THE FLORIDA TRANSPORTATION CODE PROVIDING FOR DEFINITIONS; PROVIDING FOR INTERPRETATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (Rey, Gastesi)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Mayor Cid opened the public hearing into the record. There being no one else wishing to speak, Mayor Cid closed the public hearing.

Councilmember Mestre made a motion to approve the ordinance in first reading. The Town Clerk called the roll and the ordinance passed unanimously on first reading.

12. ORDINANCES-SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING ORDINANCE NO. 16-197; AMENDING THE TOWN'S FISCAL YEAR 2016-2017 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CONFLICTS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.(Rey)

The Town Attorney, Raul Gastesi, read the title of the ordinance into the record.

Mayor Cid opened the public hearing. There being no one else wishing to speak, Mayor Cid closed the public hearing.

Councilmember Daubert moved the ordinance and it was seconded by Councilmember Mestre for discussion. During the discussion of the ordinance in second reading, the following three motions amending the ordinance were passed.

Councilmember Mestre made a motion to amend the line item with the legal fee settlement of \$600,000 and appropriate \$150,000 for litigation and that the remaining \$450,000 stays in the legal fees settlement category. Councilmember Daubert seconded the motion and all were in favor.

Councilmember Daubert made a motion to move \$50,000 from the removal of trees in the Lake Katherine area and to use it for the employee retention program. The motion died due to lack of second.

Mayor Cid made a motion to use the \$45,000 from the unassigned surplus and to assign it to the Sunday on-demand bus. Councilmember Mingo seconded the motion and all were in favor.

Vice Mayor Lama made a motion to take \$8,500 from the unassigned surplus and to assign it to the budget, so that the cleanup on Lake Katherine can be done. The motion was seconded by Councilmember Mestre. All were in favor.

Mayor Cid made a motion to open the public hearing and the motion was seconded by Councilmember Mestre. All were in favor.

Bonnie Cintron spoke against the cutting the trees in the Lake Katherine area.

Esther Colon spoke about the need to beautify Lake Katherine area and about the litigation fees.

Lynn Matos spoke about the need to beautify and cleanup of Lake Katherine.

Hector Aleman spoke about the leaves that are being blown in to the stormwater system and about cars being parked on sidewalk.

Claudia Luces asked about the wellness initiative on the employee retention line item.

Mayor Cid closed the public hearing.

After a lengthy discussion, the Town Clerk called the roll and the ordinance in second reading unanimously passed, with the three amendments.

13. NEW BUSINESS:

A. Ride Sharing Service Providers (Lama)

Vice Mayor Lama made a motion for Town Staff to put together an RFI, with clearly defined criteria and then start a data program put it out and potentially identify other service providers that could reduce the cost of the Town of Miami Lakes on-demand service. The motion was seconded by Councilmember Mestre and all were in favor.

B. Annexation (Rodriguez)

Councilmember Rodriguez made a motion to request Town Staff to research the possibility of annexing the business area by the Opa Lock Airport and the area between 67th and 57th and if it is a real possibility, then to take it to the residents in November 2018. Mayor Cid seconded the motion.

Councilmember Mingo made a friendly amendment, stating that we should ask Miami-Dade County if this annexation could be done, if it is feasible of the Town of Miami Lakes to annex the business area described by Councilmember Rodriguez. Councilmember Rodriguez accepted the friendly amended. Councilmember Mestre made a friendly amendment that if the County responds in the affirmative, that the decision should come first to the Town Council and a Council Report. Councilmember Rodriguez restated the motion to say, that Town Staff must first ask the County if this area could be annexed to Miami Lakes. If the County responds in the affirmative, then the decision is shared with the Town Council via a Council Report. The motion was seconded by Councilmember Mestre and all were in favor.

C. Workshop for the selection of a new Town Manager (Collazo)

Councilmember Collazo made a motion to have a workshop to discuss the creation of the ordinance, regarding the selection of the Town Manager and the selection of the Town Attorney. The motion was seconded by Councilmember Daubert and all were in favor.

D. Local Preference to Businesses (Mestre)

Councilmember Mestre made a motion for Town Staff to look at the Local Preference Ordinance and re-word it to make it easier for local businesses to take advantage of it and to be able to qualify. The motion was seconded by Councilmember Collazo and all were in favor.

E. Adding Miami Lakes to the Name of Opa-Locka Airport (Rodriguez)

Councilmember Rodriguez made a motion to add the name Miami Lakes to the name of Opa Locka Airport and that he would first find out from the County if it is feasible and if the County responds in the affirmative, then he would bring it back to the Town Council via a Council report. Mayor Cid seconded the motion.

Mayor Cid then made the friendly amendment to call it Miami Lakes Executive Airport and Councilmember Rodriguez accepted the friendly amendment. After some discussion, Councilmember Rodriguez withdrew his motion and made a new motion, for it to state that he requests that the airport be named Miami Lakes Executive Airport and that the Graham Companies would be asked consulted first, before anything gets done. The motion was seconded by Councilmember Mestre and all were in favor.

The Town Clerk noted for the record that Vice Mayor Lama was no longer joining the meeting via skype.

F. Town Outreach Forums (Collazo)

Councilmember Collazo made a motion to direct the Town Manager to come back with recommendations and guidance on how the Town outreach forums can be done to educate local neighborhoods about issues that are going on in our neighborhoods. This was seconded by Councilmember Daubert and all were in favor.

G. Miami Lakes Gala (Cid)

Mayor Cid made a motion to bring it back and go through the exploratory phase and see if it can be a real tangible option. All were in favor.

H. Legislation to protect Homeowners from Rock Mine Blasting (Mingo, Rodriguez)

Councilmember Mingo is requesting the Town Council to pass a resolution in favor of Florida Senate Bill 354 and Florida House Bill 195, which have been filed by State Senator Rene Garcia and State Representative Manny Diaz in the Florida Legislature, to help protect our areas from the rock mining blasting that takes place near our community. Our legislators brought two bills to protect homeowners from the rock mining blasting and giving authority to the State Fire Marshall. Councilmember Rodriguez seconded the motion and all were in favor.

Mayor Cid called for a three minute bathroom break at 9:40 pm.

I. Aesthetics of New Development (Mestre)

The Town Clerk called the roll at 9:45 pm, and all were present. Vice Mayor Lama was no longer joining the meeting via skype.

Councilmember Mestre made a motion to bring forth some type of architectural review, a board or whatever recommendation Town staff gives the Town Council, or to assign it to the Planning and Zoning Board. The motion was seconded by Councilmember Collazo. After some discussion, Councilmember Mestre amended his motion to state, that he is requesting staff to come back with enhancements to the Land Development Code that would apply to multi family, commercial and industrial districts and to put more specific criteria to preserve our community standards. The motion was seconded by Mingo and all were in favor.

J. Historical Preservation Committee (Collazo)

Councilmember Collazo made a motion to revisit the historical preservation committee and to come up with a plan to preserve Maddens Hammock. The motion was seconded by Councilmember Daubert. After some discussion, Councilmember Collazo made a new motion stating that he would like the Town Council to continue preserving Maddens Hammock, to create awareness to this issue and to bring people to the table in order to facilitate the preservation of the hammock. Mayor Cid seconded the motion and all were in favor.

K. Height of Buildings in Town (Daubert)

Councilmember Daubert made a motion to direct staff to look into the areas in the town that are not grandfathered in, so that the Town can legally change the height requirement or the height of buildings in the town from 7 to 5 floors. Councilmember Mingo seconded the motion for discussion. After some discussion, Councilmember Daubert withdrew his motion.

L. Federal Funding Priority (Cid)

Mayor Cid made a motion to waive section 7.2 of the Special Rules of Order and it was seconded by Councilmember Rodriguez. Then, Mayor Cid made a motion to formally make the Palmetto Expressway underpass transportation improvement project officially the 2017 federal funding a priority. Councilmember Collazo seconded the motion and all were in favor.

M. Town Hall Meeting(Mingo)

Mayor Cid made a motion to extend the meeting to 11:30 pm. The motion was seconded by Councilmember Mingo and all were in favor.

Councilmember Mingo made a motion stating that before any site plan, preliminary plat, Comprehensive Plan Amendment, re-zoning of a large property or final plat are presented to the Town Council for a vote, a Town Hall meeting needs to take place. Councilmember Mingo emphasized that this would be a requirement for the developer to meet, that the Town won't be organizing the Town Hall Meetings. Thus, it would be staffed by Town Hall but it would be paid and structured by the developer. This motion was seconded by Councilmember Mestre. All were in favor.

N. Traffic Advisory (Collazo)

This item required the waiver of section 6.10 of the Special Rules of Order from the Town of Miami Lakes. Councilmember Collazo made a motion to waive section 6.10 of the Special Rules and it was seconded by Mayor Cid. All were in favor.

Councilmember Collazo then proceeded to make a motion for the Town Manager to direct staff to work with the Neighborhood Improvement Committee and with Public Safety Committee regarding traffic concerns, to identify hot spots of trouble areas and to come back with recommendations regarding a work group, a workshop or a subcommittee of those two organizations and to make it clear to our community that traffic concerns is our number one priority. The motion was seconded by Councilmember Daubert. All were in favor.

O. Informing Residents (Mingo)

Councilmember Mingo made a motion requesting the Town Attorney to give a monthly report, outlining activities in the cases that they are litigating and detailing the funds and costs that have been incurred that were spent between both meetings. Councilmember Mestre seconded the motion. Councilmember Mingo then restated his motion and added that he would like for the monthly report to be posted in the Town Website in a reasonable time. Councilmember Mestre seconded the motion and all were in favor.

P. April's Council Meeting (Cid)

This item requires the waiver of sections 7.2 and 7.3 of the Special Rules of Order. Mayor Cid made a motion to waive the Special Rules and it was seconded by Councilmember Collazo seconded the motion. All were in favor.

Mayor Cid then proceeded to make a motion for the April Council Meeting to take place on the 4th Tuesday of the month of April, due to a conflict with the Town's legislative priority advocacy in the State legislature. Councilmember Daubert seconded the motion for discussion. Councilmember Mingo made a motion for the April Council Meeting to take place on the second Tuesday of April and to waive the rules of Special Rules of Order. Mayor Cid seconded the motion. After some discussion, the April Council

Meeting was voted to be held on the third Tuesday of the month, April 18th. All were in favor.

14. MAYOR AND COUNCILMEMBER REPORTS:

A. Committee Members (Rodriguez)

Councilmember Rodriguez invited the Committee Chairs and the entire committee to come to Town Hall whenever they have a committee report scheduled and for the Town Council to recognize and acknowledge the volunteers.

B. Push Notifications (Cid)

The Mayor explained that senior citizens have been requesting for them to receive notifications via texts messages for emergency situations. The Mayor explained that the Town Manager is already looking into the possibility of accomplishing it.

C. Heath, Safety and Property Damage due to Lennar Project (Rodriguez)

Councilmember Rodriguez reported that many neighbors have been complaining about the sand blowing into homes caused by the Lennar Project. Lennar has been a good neighbor and they have handed out \$100 gift cards to every home that has been affected by the blowing of the sand.

15. MANAGER'S REPORT:

A. Marketing Campaign Concepts

Nicole Singletary gave a report on the marketing campaign concepts and explained that they campaign will be launched on March 2017. Councilmember Mestre moved to approve the marketing campaign concept and it was seconded by Councilmember Daubert. All were in favor.

B. Manager's Vacation –June 7th to June 22nd, 2017

Councilmember Daubert made a motion to approve the Town Manager's vacation during the month of June. Councilmember Mestre seconded the motion and all were in favor.

C. Mayoral Benefits

The Town Manager explained the Mayor Cid, as part of the Mayoral benefit, is entitled to a compensation package that has been set by the Town Council, pursuant to the Town Charter. The Town Manger explained that because he has a compensation, he is automatically a member of the Florida Retirement System. However, the Town Manager explained that when we contacted the FRS, they informed the Town that Mayor Cid had actually retired from FRS in a previous

job. The Town Manager suggested that the Town of Miami Lakes could make the same contribution that they would be making to FRS on behalf of Mayor Cid, and put it on a separate 401K plan and that the Town of Miami Lakes would manage this 401K plan. The Town Manager emphasized that the contribution is not additional cost to the Town. It would be the same contribution that the Town would pay to the FRS.

16. ATTORNEY'S REPORT:

A. Attorney Report on Pending Litigation

The Town Attorney stated that he will be calling for an Executive Session in the next few weeks to discuss some legal matters.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 12:37 am.

Approved on this 7th day of March, 2017.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Madden's Hammock Meeting
February 14, 2017
10:00 AM
Mayor's Conference Room
6601 Main Street, Miami Lakes, FL 33014

1. Call to Order:

The meeting began at 10:20 AM

Present at the meeting were: Mayor Manny Cid; Councilmember Luis Collazo; Priscilla Aleman; Joseph Sosa, Mayor's Assistant; Juan Medina, Intern; and Helen Roldan, Deputy Town Clerk/Assistant to the Council.

2. Business Items Discussed:

A. Public Awareness

Various organizations and individuals would like to partner including Mary Collins, FPAN, Miami Lakes Garden Club, and the Cultural Affairs Committee. Priscilla has started speaking to people in the community. She has footage of Madden's Hammock that can be used to share with Council/public for any future public awareness of the site.

B. Budget for Art Project

Priscilla is working on locating grants and funds for an art component for Madden's Hammock. There is a \$25,000 projected cost for her project.

3. Actions to be Taken:

- A. Councilmember Collazo will take a lead in finding out the price of the property surrounding Madden's Hammock
- B. The Mayor's office will coordinate a site visit with the entire council to Madden's Hammock
- C. Councilmember Collazo will take a lead in bringing back Madden's Hammock artifacts from the University of Florida to Miami Lakes
- D. Councilman Collazo will speak with Alex/Tony to discuss how the Town may locate grants for this project
- E. Councilmember Collazo will set up a site visit to Big Cypress Reservation per Paul Backhouse's invitation to the Town
- F. Mayor Cid will send a letter to the Seminole Tribe and Miccosukee tribe for partnership opportunities
- G. Mayor Cid will send a letter to Senator Rubio regarding the project

4. Adjournment

Meeting adjourned at 11:00 am.

Approved this 7th day of March 2017

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Strategic Planning Workshop
February 27, 2017
6:00 p.m.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

I. CALL TO ORDER:

The meeting began at 6:15 pm.

Present at the workshop were: Mayor Manny Cid, Vice mayor Tony Lama, and councilmembers Luis Collazo, Tim Daubert, Ceasar Mestre and Nelson Rodriguez. Councilmember Frank Mingo was absent.

II. INTRODUCTION:

Mayor Manny Cid called the workshop to order.

Andrea Agha, Assistant Town Manager /Chief Resiliency Officer, introduced the 2025 Strategic Plan Update and gave a presentation on the following topics: Structure of the Plan, Overview of Implementation and Performance Monitoring Tool and Implementation Status, Introduced the new initiatives, gave an update of the Key Performance Indicators, Project Champions, Planning, Resiliency & Administration and answered questions posed by the Town Council.

Nicole Singletary, Community Engagement & Outreach Director, gave a presentation on the Community Development and answered questions posed by the Town Council.

Carmen Olazabal, Capital Improvements Consultant, gave a presentation on Greenways and ADA.

Michelle Gonzalez, Transportation Planner, gave a presentation on Mobility Improvements and answered questions posed by the Town Council.

Carlos Acosta, Public Works Director, gave a presentation on Sidewalks & Beautification and answered questions posed by the Town Council.

Alex Rey, Town Manager, gave a presentation on the Office of the Town Manager and answered questions posed by the Town Council.

III. ADJOURNMENT:

There being no further business to come before the Council, the workshop adjourned at 8:35 PM.

Approved on this 7th of March, 2017.

Mayor Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Award Work Order for the Construction Administration of Lake Sarah Roadway and Drainage Improvement Project

Date: March 7, 2017

Recommendation:

It is recommended that the Town Council authorize the Town Manager to negotiate a work orders under an existing contract for miscellaneous engineering services, contract 2012-04CM, to Chen Moore and Associates ("Chen Moore") in the amount of \$57,451.68 plus \$7,548.32 for contingency for a total amount of \$65,000. Chen Moore is the consulting firm that worked on the design of Phase I, II and III of Lake Sarah Roadway and Drainage improvement project. The work orders will include the construction administration of Phase I & II, and Phase III as a separate task.

Funding in the amount of \$1,446,400 from the Capital Projects Fund is designated for the Lake Sarah Improvement Project in Fiscal Year 2016-2017.

Background:

At the December 10, 2013 regular council meeting, resolution 13-1159 was passed authorizing the Town Manager to award a work order titled Lake Sarah, Lake Adele, Lake Suzie, and Lake Hilda Stormwater and Roadway Improvements that encompasses various segments of the existing residential neighborhoods southwest of Miami Lakeway South between NW 67th Avenue (Ludlum Road) and Miami Lakes Drive to Chen Moore under existing contract 2012-04CM for Miscellaneous Civil Engineering Services.

Chen Moore has finalized the permitting and design (which consisted of civil engineering, surveying and geotechnical engineering services) for stormwater and roadway improvements of the above referenced area. More specifically, the works consists of roadway milling and resurfacing, limited drainage improvements, American with Disabilities Act compliant

pedestrian ramps with some paved decorative crosswalks, and rehabilitation (regrading and paving/sodding of adjacent areas, as necessary). Also included are utility coordination, environmental permits, pavement markings and topographical survey of the existing conditions.

The Town is currently preparing the documents to issue the Request for Proposals for the construction of the project and expects to start the construction during the summer of 2017.

However, since Chen Moore is the Engineer of Record (EOR), the Town would like Chen Moore to perform the construction administration portion of the project and in light that the Miscellaneous Civil Engineering Services Contract is set to expire on April 13, 2017, the Town will benefit from the EOR to perform the construction administration services on the project. The construction administration services include up to three (3) visits a week for Phase I and Phase II of the project which is expected to last 6 months, and up to 3 visits a week for the Phase III of the project which is expected to last 3 months. Phase III may be done at a later stage (depending on available funds) which is why the task has been separated. Furthermore, the construction administration will include the review of request for information (RFI), attendance to bi-weekly meetings, review of pay applications, and review of change orders if applicable.

Attachments:

Work Order Proposal

Resolution

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED WORK ORDER, UNDER CONTRACT NO. 2012-04CM FOR MISCELLANEOUS ENGINEERING SERVICES, FOR WORK ON PHASE I, II AND III OF LAKE SARAH, LAKE ADELE, LAKE SUZIE AND LAKE HILDA STORM WATER AND ROADWAY AND DRAINAGE IMPROVEMENT PROJECT, WITH CHEN MOORE AND ASSOCIATES, IN AN AMOUNT NOT TO EXCEED \$65,000.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 10, 2013, resolution 13-1159 was passed authorizing the Town Manager to award Chen Moore and Associates a work order for permitting and design of Lake Sarah, Lake Adele, Lake Suzie, and Lake Hilda Storm water and Roadway improvements, also known as and referred to “Lake Sarah Roadway and Drainage Improvement Project”; and

WHEREAS, Chen Moore and Associates, the Engineer of Record for the project, has finalized the permitting and design of the Lake Sarah Roadway and Drainage Improvement project; and

WHEREAS, said project has been divided into Phases I, II and III; and

WHEREAS, Town staff is finalizing the bid package for Phases I and II which shall commence in the summer of 2017, and Phase III to commence at a later date; and

WHEREAS, the Miscellaneous Engineering Service Contract with Chen Moore and Associates is set to expire on April 13, 2017, it is in the Town’s best interest to enter into an agreement with the Engineer of Record to ensure construction is according to plans; and

WHEREAS, the Town requires the services of a professional engineering firm to provide construction administration services; and

WHEREAS, the Town Council finds that approval of work order for engineering services under Contract 2012-04CM between Chen Moore and Associates and the Town in the amount not to exceed \$65,000.00, which includes an amount of \$7,548.32 as contingency, is necessary and appropriate.

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 Additional Services Under Contract 2012-04CM. The Town Council hereby approves the additional Miscellaneous Engineering Services under Contract 2012-04CM work order for Phases I, II and III, Lake Sarah, Lake Adele, Lake Suzie, and Lake Hilda Storm water and Roadway Improvements with Chen Moore and Associates in an amount not to exceed \$65,000.00.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the work order for Phase I, II, and III of Lake Sarah, Lake Adele, Lake Suzie, and Lake Hilda Storm water and Roadway improvements.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds, in amount not to exceed \$65,000, for a work order in accordance with Contract No. 2012-04CM with Chen Moore and Associate for Phases I, II, and III of the Lake Sarah, Lake Adele, Lake Suzie, and Lake Hilda Storm water and Roadway improvements.

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

Passed and adopted this 7th day of March 2017.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT “A”

April 1, 2016 (Revised February 24, 2017)

SENT VIA E-MAIL (OlazabalC@miamilakes-fl.gov)

Ms. Carmen Olazabal, P.E., Director - Public Works Department
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

**Subject: Lake Sarah/Lake Adele Stormwater and Roadway Improvements – Construction Administration
Consultant Work Order Proposal
Miami Lakes Continuing Engineering Contract (Executed on April 12, 2013)
CMA Proposal No. P16.143.04**

Dear Ms. Olazabal:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering construction administration services for the above referenced project.

I. General

CMA previously prepared construction plans and received permits for improvements through several residential neighborhoods near Lake Sarah and Lake Adele. The Town of Miami Lakes has requested that the previously prepared and approved plans be phased into three phases. These phases are as follows:

Phase I – Bamboo Street, Cypress Court, Almada Avenue, Silver Oak Drive, Marginada Court, Seagrape Terrace, and White Oak Drive

Phase II – Poinciana Court, Leaning Pine Drive, and the southern half of Sabal Drive

Phase III – Northern half of Sabal Drive, Twin Sabal Drive and Big Cypress Drive

Plans have since been updated. This proposal addressed construction administration services for Phase I and II initially with the option to add Phase III.

II. Scope of Work

As discussed, the scope of services are as follows:

Task 1 – Construction Administration - Consultant shall perform the following:

- *Construction Observation* – Consultant shall perform the following:
 - Review Requests for Information

- Attendance at bi-weekly progress meetings during the estimated nine months of construction. Consultant shall prepare meeting minutes for each meeting.
 - Provide general observation of the work and verification of system testing for the civil engineering. Field reports will be issued to Client on a weekly basis on the week of the field visit. The estimate assumes up to three (3) visits a week for six (6) months for Phases I and II (that shall be bid concurrently).
 - Provide general observation of the work and verification of system testing for the civil engineering. Field reports will be issued to Client on a weekly basis on the week of the field visit. The estimate assumes up to three (3) visits a week for three (3) months for Phases III (that shall be bid separately, but may be added by the Town).
 - Monthly pay application review and processing with Town personnel.
 - Assist on coordination regarding potential resident concerns
 - Review potential change orders for the Town
- *Construction Closeout* – Consultant shall perform the following:
 - Up to two walk through field visits (substantial and final completion) and preparation of a detailed punch list for items needing correction actions.
 - Recommendation of release of final payments for the site
 - Letter of substantial completion
 - Coordination of certification/site close out packages, as necessary, to government agencies

III. Subconsultants

No subconsultants shall be utilized in this proposal.

IV. Schedule of Work/Time of Performance

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Duration</u>	<u>Estimated delivery date</u>
Task 1A	Construction Administration – Phase I & II	Est. 6 months construction	Est. 6 months construction
Task 1B	Construction Administration – Phase III	Est. 3 months construction	Est. 3 months construction

Note: An updated schedule, indicating actual delivery dates, based on the above durations, will be provided to the Town upon receipt of the NTP.

V. Compensation

Consultant shall perform the Work detailed in this Proposal for a Total fee of **fifty-seven thousand four hundred and fifty-one dollars and sixty-eight cents (\$57,451.68)**. The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order.

Consultant shall schedule work upon receipt of signed approval/notice to proceed for this project as required.

The total lump sum fee for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Hourly Fees</u>	<u>Total Fees</u>
Task 1A	Construction Administration – Phase I & II	\$37,608.32	\$0.00	\$37,608.32
Task 1B	Construction Administration – Phase III	\$19,843.36	\$0.00	\$19,843.36
	Total	\$57,451.68	\$0.00	\$57,451.68

VI. Additional Services

The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.

VII. Data to be Provided by the Town

The following services are not included in our basic services to be provided by the Client:

- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments and legal description of the site.

VIII. Project Manager

Consultant's Project Manager assigned to this Work Order assignment is: **Jose L. Acosta, P.E., Vice President**

Submitted by:



CHEN MOORE AND ASSOCIATES
Jose L. Acosta, P.E.
Vice President

JLA/jla

Reviewed and approval by:

Department Director

Procurement Manager

*Alex Rey
Town Manager*



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Award of a Work Order for Design and Construction Administration for NW 67th Avenue Widening Project

Date: March 7, 2017

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a work order under an existing contract for miscellaneous engineering services, contract 2012-04ME, in the amount of \$148,000 which includes a base amount of \$134,482 plus a \$13,518 contingency to Marlin Engineering, which is the consulting firm that worked on the conceptual design feasibility study for the NW 67th Avenue Widening Project. The work order includes design, permitting, and construction administration. Funding in the amount of \$411,415 from the Capital Projects Fund is designated for the NW 67th Avenue and Windmill Gate Road Improvement Projects in Fiscal Year 2016-2017.

Background:

At the Town Council's October 6, 2015 meeting, resolution 15-1330 was passed adopting 23 strategies to address transportation issues facing the Town. One of the strategies identified was the widening of NW 67th Avenue to add an additional through lane on the northbound approach near the Palmetto Expressway intersection. The goal of this project is to help alleviate peak hour congestion in this area.

Earlier last year the Town issued a work order to Marlin Engineering to perform a design feasibility study, which consisted of studying and developing concept alternatives for the northbound through lane on the southern approach to the intersection at NW 67th Avenue and NW 167th Street. The recommendation adds an additional through lane by taking away part of

the median from approximately 77 ft. south of Windmill Gate Road to NW 167th Street and reducing the width of the travel lanes. This alternative does not require the purchase of additional right of way and added the most capacity compared to the other two proposed alternatives. The improvements for NW 67th Avenue will extend from approximately 300 ft.

south of Windmill Gate Road up to NW 167th Street and will include:

- Removing a portion of the existing median 77 ft. south of Windmill Gate Road to NW 167th Street to accommodate the additional through lane
- Milling and Resurfacing of the northbound portion of NW 67th Avenue approximately 300 ft. south of the Windmill Gate Road intersection to NW 167th Street
- Upgrading the traffic signal at the Windmill Gate intersection from span wires to mast arms and including pedestrian countdown features at this intersection
- Modifying the existing traffic signal at NW 167th Street intersection to include a three section head on the upright to control right turn movements

The work to be completed by Marlin Engineering under this work order will include pre-design services and testing, surveying, roadway analysis, design plans, permitting assistance, and construction administration for this project. As part of this work order, Marlin Engineering will also be doing construction administration for the Windmill Gate Road project. Improvements to Windmill Gate Road will include the widening the road to include an additional through lane going east bound. It was determined since both projects are in close proximity; the Town should have one firm overseeing the construction administration, since both projects are expected to be constructed together under one contract.

The total amount for this work order is \$134,482.00 plus a contingency in the amount of \$13,518 for unforeseen conditions or circumstances.

Alternatively, we are exploring using the transportation impact fee credit for the design and construction of this projects.

Attachments:

Consultant Proposal

Resolution

Consultant Project Proposal

February 27th, 2017

Dear Ms. Gonzalez:

Marlin Engineering, Inc. proposes to provide the services identified below for the project entitled “NW 67th Avenue at SR 826 – Additional Thru Lane”, pursuant to the Professional Services Agreement provided by the Town of Miami Lakes for Civil Engineering services, dated April 19, 2012.

I. General

The project will primarily consist of the implementation of “Alternative 1” as denoted in the NW 67th Avenue at SR 826 Design Feasibility Study prepared by Marlin Engineering and the Alternative 1 consists of the following;

Alternative 1

- This alternative incorporates an additional thru lane for the northbound movement at the south leg of the intersection of NW 67th Avenue and NW 167th Street.
- The existing concrete island located at the SE quadrant is removed and new pavement provided.
- A 3° deflection is provided at the intersection and the northbound approach is realigned towards the west by using normal crown reverse curves.
- Modification to the existing median, from south of the intersection with NW 167th St to south of the intersection with Windmill Gate Rd., as well as modification to the existing SE quadrant are necessary for this alternative.
- Milling & Resurfacing of the northbound portion of the south leg from approx. 300 feet south of Windmill Gate Road to north of the intersection of NW 67th Avenue and NW 167th Street, and Milling and Resurfacing of the southbound portion of the south leg from just south of Windmill Gate Road to approximate 150’ north of this intersection.
- From preliminary coordination with Miami-Dade County Traffic Signal Division, the existing signal heads at the intersection with NW 167th St can remain as is; only a 3 section head will be added on the upright to control the right turn movement at the intersection.
- Countdown pedestrian features will be added at the intersection with Windmill Gate Road and NW 67th Avenue.
- The Signing and Pavement Markings affected will be upgraded.
- No drainage modification are required for this alternative.

The scope of work outlines the effort required for the production of the construction documents for the implementation of “Alternative 1”.

II. Scope of Work

Task 1 – Pre-Design Services and Testing

- Right Turn Lane Justification Report;
 - A. Data Collection
 - B. Existing Conditions Analysis
 - C. Draft and Final Report Preparation
- Geotechnical Services (Roadway Borings, Standard Penetration Test, and Pavement Cores). Provide a report signed and sealed by a Professional Engineer registered in the State of Florida and shall contain, at a minimum, project vicinity map, plan view showing the location of borings, basis and results of tests performed, detailed description of findings, recommendations, and an executive summary.
- Field Investigation
- Engineering, Technical Services and Report Preparation

A. Topographic Survey

1. Establish horizontal project control on the datum approved by the Town of Miami Lakes.
2. Perform a topographic survey and include the following features: back of sidewalk, front of sidewalk, back of curb, front of curb, flow line, edge of pavement, driveway entrances, exiting utilities, existing trees (location only), existing monuments and existing drainage structures.
3. Provide work zone safety as per Maintenance of Traffic standards approved by the Town.
4. Perform quality control on survey deliverables which will consist of electronic data provided on a CD containing AutoCad drawings signed and sealed by a PLS.

Task 2 – Roadway Analysis and Plans

1. Typical Section Analysis – Establish the typical section through geometric analysis.
2. Pavement Design – Prepare a Pavement Design Memorandum in accordance with the Town of Miami Lakes and Miami Dade County Standards.
3. Horizontal/Vertical Geometry Design – Establish the master design file for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments).
4. Traffic Control Analysis- Develop general notes and phasing details for Maintenance of Traffic
5. Signing and Pavement Markings and Signalization Analysis – Establish the master design file for signing and pavement markings and signalization.
6. Calculation of quantities – Calculate quantities of construction items and tabulate.
7. Construction cost estimate – Prepare a construction cost estimate at each submittal.
8. Quality control and Peer Review – Perform quality control and peer review of contract documents. If requested by the Town of Miami Lakes, a copy of marked up set of plans and/or specifications will be provided showing the Consultant's QC review on each scheduled deliverable. The submittal shall include the names of the Consultant's staff that performed the QC review for each component (e.g., structures, roadway, drainage, etc.).
9. Prepare a complete contract set of plans including
 - A. Key Sheet
 - B. Tabulation of Quantities
 - C. Typical Section Sheet
 - D. General Notes
 - E. Plan Sheets

- F. Traffic Control Notes/Phasing Sheet
- G. Signing and Pavement Marking Sheets
- H. Signalization Sheet
- I. Special Detail Sheets
- 10. Specification Package Preparation – Prepare specifications and bid documents for the project as required by the Town of Miami Lakes and Miami Dade County.
- 11. Utility Coordination – Coordinate with utility owners for facilities within project limits and certify clearance for construction.
- 12. Provide interagency and permitting coordination between the Town of Miami Lakes, Miami Dade County and the Florida Department of Transportation. Permitting coordination shall include preparation of permitting applications and accompanying plans/sketches, submittal to the respective agencies, and obtaining final approval by addressing all comments generated during the permitting process.
- 13. Post Design Services including attendance at the pre-construction meeting, responses to requests for information, review of shop drawings, design revisions, and field meeting.

Task 3 – Construction Administration and Inspection

- 1. Monitor Contractor implementation and compliance with MOT plans along the project.
- 2. Monitor roadway construction and widening by Contractor based on design plans.
- 3. Monitor new asphalt pavement installation and milling and resurfacing by Contractor.
- 4. Monitor the signage and pavement markings installation by Contractor.

Assuming that the construction schedule will be 8 months;
The Construction Project Engineer will perform a site visit 1.5 hours per week and the Construction Senior Inspector will perform a site visit 6 hours per week.

Deliverables include a weekly project progress summary.

Task 4 – Optional Services for Mast Arm at Windmill Gate Road and 67th Avenue

Upon request by the Town of Miami Lakes, perform the following activities. This is an optional task and the Town will provide written notification to exercise this option.

- Structures Analysis for Windmill Gate Road/67th Avenue – Perform structural analysis with the proposed loading tree to ensure that mast arm structures proposed at Windmill Gate Road/67th Avenue at the meet current wind and structural loading criteria. Prepare a mast arm tabulation sheet.
- Signalization Analysis and Plans at Windmill Gate Road/67th Avenue

III. Subconsultants

The below listed subconsultants will assist in the performance of the Work.

Subconsultant Name	Specialty or Expertise
Geosol	Geotechnical Engineering

IV. Schedule of Work – Time of Performance

The anticipated length of service shall be eight (8) months commencing after the Notice to Proceed. Consultant shall submit the Deliverables and perform the Work as depicted in the table below.

SCHEDULE OF DELIVERABLES			
Task, Sub-Task or Activity ID	Major Task, Sub-Task, Activity, or Deliverables	Duration	Delivery Date
	Initial Submittal (50% Plans) – Permitting review	8 weeks	+8 weeks
	Review by the Town, FDOT and Miami Dade County	8 weeks	+16 weeks
	Final Submittal (90% Plans) – Permitting review	4 weeks	+20 weeks
	Review by the Town, FDOT and Miami Dade County	8 weeks	+28 weeks
	100% Plans and Executive Summary	4 weeks	+32 weeks

V. Compensation

Consultant shall perform the work detailed in this Proposal for a Total fee of 134,180.42 and 42 cents (100). The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. Said fee includes an allowance for Reimbursable Expenses required in connection with the work, which shall not exceed \$0,000.00. Said Reimbursable Expense shall be used in accordance with the Agreement Provisions and shall conform to the limitations of the Florida Statutes 112.061. Said fee includes an optional task that the Town will provide notification to exercise this option.

SUMMARY OF COMPENSATION			
Task or Activity ID #	Task Name and/or Activity Description	Fee Amount	Fee Basis
	Right Turn Lane Justification (Traffic Study)	\$19,382.32	Lump Sum
	Roadway, Signing and Pavement Marking, Signalization	\$51,345.60	Lump Sum
	Construction Administration (Based on a 8 mo schedule)	\$25,559.91	Lump Sum
	Surveying	\$15,021.64	Hourly Rate, Not to Exceed
	Geotechnical Investigation	\$14,148.71	Hourly Rate, Not to Exceed
	Optional Services – Mast arm at Windmill Gate Road	\$8,722.24	Lump Sum

VI. Additional Service

The Town may establish an allowance for additional services requested by the Town and for unforeseen circumstances, which shall be utilized at the sole discretion of the Town.


VII. DATA PROVIDED BY THE TOWN

The following information or documents are to be provided by the Town, if available:

As- built information including survey and geotechnical information.

VIII. PROJECT MANAGER

Consultant's Project Manager for this Project will be



Jose Santiago, P.E.
Marlin Engineering

Submitted by:

Reviewed and approval in concept recommended by:

Department Director

Procurement Manager

Town Manager

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: **Marlin Engineering, Inc.**

Contract No.:

Date: 2/27/2017

Work Order No:

Project: **NW 67th Avenue at SR 826 - Additional Thru Lane**

Project No.: Description:

STAFF CLASSIFICATION

Job Classification Assigned Staff Approved Rate	Project Manager Jose Santiago Rate: \$54.81		Senior Engineer Rafael Lagos Rate: \$58.82		Senior Designer Carlos Gonzalez Rate: \$37.75		CADD Technician Elias Diaz Rate: \$29.15		Utility Coordinator Alex Quevedo Rate: \$36.05		Construction Proj Eng Miguel Soria Rate: \$39.42		Construction Sr Insp German Sanchez Rate: \$ 36.05		Staff Hours	Salary	Average
Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1 Typical Section Analysis	1	\$55	2	\$118	5	\$189									8	\$361	\$45.15
2 Pavement Design			2	\$118	6	\$227									8	\$344	\$43.02
3 Horizontal/Vertical Geometry	1	\$55	16	\$941	15	\$566									32	\$1,562	\$48.82
4 Traffic Control Analysis			4	\$235	16	\$604									20	\$839	\$41.96
5 Signing and Pavement Marking Analysis			1	\$59	3	\$113									4	\$172	\$43.02
6 Signalization Analysis - 167th							4	\$117							4	\$117	\$29.15
7 Calculation of Quantities			8	\$471	16	\$604									24	\$1,075	\$44.77
9 Construction Cost Estimate	1	\$55	1	\$59	6	\$227									8	\$340	\$42.52
10 Field Reviews					12	\$453									12	\$453	\$37.75
11 Quality Control and Peer Review	8	\$438													8	\$438	\$54.81
12																	
13 Key Sheet					6	\$227									6	\$227	\$37.75
14 Tabulation of Quantities			2	\$118	6	\$227	8	\$233							16	\$577	\$36.08
15 Typical Section Sheet	1	\$55	1	\$59	8	\$302	6	\$175							16	\$591	\$36.91
16 General Notes	1	\$55	1	\$59	4	\$151	2	\$58							8	\$323	\$40.37
17 Roadway Plan Sheets (2 sheets)	1	\$55	7	\$412	16	\$604	6	\$175							30	\$1,245	\$41.52
18 Signing and Pavement Marking Sheets	1	\$55	4	\$235	24	\$906	11	\$321							40	\$1,517	\$37.92
19 Signalization Sheet - 167th	1	\$55	2	\$118	7	\$264									10	\$437	\$43.67
20 Special Detail Sheets			1	\$59	3	\$113	4	\$117							8	\$289	\$36.08
21 Structures Analysis	4	\$219	4	\$235	32	\$1,208									40	\$1,663	\$41.56
22 Specification Package Preparation	2	\$110	6	\$353	16	\$604	8	\$233							32	\$1,300	\$40.62
23 Utility Coordination	1	\$55	3	\$176	4	\$151			40	\$1,442					48	\$1,824	\$38.01
24 Permitting	4	\$219			14	\$529	14	\$408							32	\$1,156	\$36.12
25																	
26 Post Design Services	1	\$55	4	\$235	15	\$566									20	\$856	\$42.82
27 Construction Administration											48	\$1,892	192	\$6,922	240	\$8,814	\$36.72
Total Staff Hours	28		69		234		63		40		48		192		674		
Total Staff Cost		\$1,534.68		\$4,058.58		\$8,833.50		\$1,836.45		\$1,442.00		\$1,892.16		\$6,921.60		\$26,518.97	\$39.35

Total % of Work by Position

4.2%

10.2%

34.7%

9.3%

5.9%

7.1%

28.5%

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separa

Estimate of Principal's Fee

Total hours **\$90.00** / hour = \$ -

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

1 - SUBTOTAL ESTIMATED FEE: multiplier **2.90**
Survey Fee **Marlin Engineering Survey**
Geotechnical Field/Lab **Geosol**
Subconsultant: **Marlin Engineering RT Lane Study**
Subconsultant: **Optional Services**
Principal's Fee **Ramon Soria**

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing:
Survey Fee (or Survey Crew Fee):
Other Misc. Fee: **Enter Fee Description**

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)
Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$76,905.01
\$15,021.64
\$14,148.71
\$19,382.32
\$8,722.74
\$ -
\$134,180.42
\$134,180.42
\$134,180.42



January 10, 2017

Carmen Olazabal

Public Works Manager

Town of Miami Lakes

Re: NW 67 AVE

Dear Carmen Olazabal:

Pursuant to your request and information that I have the following proposal for surveying related services in connection with the above captioned project is hereby proffered for your consideration:

PROPOSED SCOPE OF SERVICES:

Marlin Engineering, Inc. will perform Survey related services for the above captioned project

SURVEY:

Recognition field effort area
Recovery/Establish control points in the area designated
Conventional Traverse
Establish elevation by differential level run in NAVD 88
Topographic Survey in NAD83/90 Horizontal Data

SPECIFICATIONS:

All field data with the exception of electronic data will be recorded in field books.
This is a Topographic Survey
This not a Boundary Survey
All fees within this proposal are based on performing each task one time only. Additions or modifications to the scope, as well as resulting CAD and Project Management time, will be invoiced per attached hourly Rate Schedule, unless fees for said additions and modifications are requested
All electronic data will be provided in a CD containing the AutoCAD drawing
Zoning/Building setbacks, leases, and easements are information that the client has to provide to Marlin Engineering Inc by the Public Work Department
All underground utilities are not locating.
All vertical information for Drainage and Sanitary Structural are not part of this survey

This Project shall be performed with reference to the following coordinate datum:

Horizontal Datum: NAD83/90

Vertical Datum: NAVD 88

Units: U.S. Survey foot



QUALIFICATIONS:

- 1- All Procedures in connection with this project will be performed in strict accordance with the applicable negotiation between Town of Miami Lakes and Marlin Engineering, Inc
- 2- As always, Marlin Engineering Inc is prepared to commence upon receipt of your written approved.
- 3- This estimate is based on information provided by Town of Miami Lakes
- 4- This estimate is a lump sum price payment that will be based on actual work authorized.

ESTIMATED FEE:

Our estimated fee to perform the services as requested by the ^{Town} ~~Marlin Engineering, Inc~~, subject to the Qualifications as stated herein, shall be a Lump Sum Amount, not to exceed **\$15,021.64** as base on the following attached rate schedule.

3 Man Survey Crew	12.0 days at	\$975.94 per day
Senior Surveyor	8.0 hour at	\$120.58 per hours
Cadd Operator	20.0 hour at	\$ 69.97 per hours
Survey Technician	20.0 hour at	\$ 47.88 per hours

On behalf of MARLIN ENGINEERING Inc, I thank you again, for the opportunity to work with you on this important project.

Sincerely,

Marlin Engineering, Inc.

Lazaro E. Fleitas, P.S.M.

Survey Department Manager



The above agreement is hereby acknowledged and Marlin Engineering, Inc. is authorized to proceed with the above requested services.

Signed: _____ Date: _____

Title: _____



GEOSOL, INC.
REVISED FEE PROPOSAL FOR GEOTECHNICAL SERVICES
TOWN OF MIAMI LAKES ROADWAY IMPROVEMENTS
NW 67th Avenue at SR 826/Palmetto Expressway

GEOSOL PROPOSAL No. P-217103-R1

DESCRIPTION

UNITS # OF UNIT TOTAL
 UNITS RATE (\$) \$

1. FIELD INVESTIGATION

Mobilization of Truck Mounted Drill Rig	each	1	\$366.01	\$366.01
Cones, Sign, Flags Baricades	day	2	\$222.79	\$445.58
Roadway Borings: 8 to 5 ft. in depth + 4 SPT Boring to 20 ft. + 3 Pavement Core to 2 ft. with Base & Stab. Check	each	126	\$11.50	\$1,449.00
Asphalt Pavement Cores (Excludes MOT)	each	3	\$92.30	\$276.90
Grout Seal Boreholes	feet	126	\$4.51	\$568.26

SUB-TOTAL (FIELD EXPLORATION PROGRAM)

\$3,105.75

2. LABORATORY TESTING

Natural Moisture Test	each	2	\$ 10.08	\$20.16
Grain Size Analysis - (Full Gradation without Wash thru -200 Sieve)	each	6	\$ 47.74	\$286.44
Fine Content Determination (Wash thru -200 Sieve)	each	6	\$ 25.57	\$153.42
Organic Content Test by Loss on Ignition	each	6	\$ 33.95	\$203.70
Atterberg Limits	each	2	\$ 58.35	\$116.70

SUB-TOTAL (LABORATORY TESTING PROGRAM)

\$780.42

SUB-TOTAL (FIELD EXPLORATION + LABORATORY PROGRAMS)

\$3,886.17

3. ENGINEERING, TECHNICAL SERVICES & REPORT PREPARATION (Refer to Attached Man-Hour Forecast)

Senior Engineer	hour	20	\$127.80	\$2,556.00
Project Engineer	hour	54	\$98.88	\$5,339.52
Senior Engineering Technician	hour	27	\$64.25	\$1,734.70
CADD Technician	hour	10	\$58.85	\$588.48
Secretarial Clerical	hour	1	\$43.85	\$43.85

SUB-TOTAL (ENGINEERING SERVICES)

\$10,262.54

TOTAL GEOTECHNICAL FEES FOR PROJECT

\$14,148.71

Project Activity 30: Geotechnical

Estimator: Oracio Riccobono, P.E. (GEOSOL, Inc.)

TOWN OF MIAMI LAKES ROADWAY IMPROVEMENTS

Date: 02/20/2017

NW 67th Avenue at SR 826/Palmetto Expressway

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
Roadway						
30.1	Document Collection and Review	LS	1	2	2	Project Engineer
30.2	Develop detailed boring location plan	LS	1	1	1	Project Engineer
30.3	Stake Borings/Utility Clearance	Boring	15	1.25	19	Sr. Eng. Technician; 8 Roadway Borings to 5 ft in depth + 4 SPT Boring to 20 ft + 3 Pavement Core with Base & Stab. Check
30.4	Coordinate and develop MOT plans for field investigation	EA	1	4	4	Project Engineer
30.5	Drilling Access Permits	Location	1	4	4	Project Engineer
30.6	Property Clearances	EA	0	0	0	
30.7	Groundwater Monitoring	EA	0	0	0	
30.8	LBR Sampling	EA	0	0	0	
30.9	Coordination of Field Work	100 lf of boring	1.26	4	5	Project Engineer
30.10	Soil and Rock Classification - Roadway	100 lf of boring	1.26	4	5	Project Engineer
30.11	Determine Design LBR	LS	0	0	0	
30.12	Tabulate all Laboratory Data	100 lf of boring	0	0	0	
30.13	Estimate Seasonal High Water Table	Boring	0	0	0	
30.14	Calculate Parameters for Water Retention Areas (Data Reduction)	EA	15	1	15	Project Engineer
30.15	Delineate limits of Unsuitable Material	Cross-section	0	0	0	
30.16	ASCII files for cross-sections	100 lf of boring	0	0	0	
30.17	Embankment settlement and Stability	Embankment Boring	0	0	0	
30.18	Stormwater Volume Recovery and/or Background Seepage Analysis	EA	0	0	0	
30.19	Geotechnical Recommendations	LS	1	8	8	Senior Engineer
30.20	Preliminary Roadway Report and Pavement Evaluation Report	LS	1	8	8	Project Engineer
30.21	Final Report	EA	1	6	6	Project Engineer
30.22	Auger boring drafting	100 lf boring	1.26	9	11	8 Hours for CADD Technician + 1 for Secretary
30.23	SPT boring drafting	100 lf boring	0	0	0	
Roadway Geotechnical Subtotal					88	
Structural						
30.24	Develop detailed boring location plan	LS	0	0	0	
30.25	Stake Borings/Utility Clearance	Boring	0	0	0	
30.26	Coordinate and develop MOT plans for field investigation	EA	0	0	0	
30.27	Drilling Access Permits	Location	0	0	0	
30.28	Property Clearances	EA	0	0	0	
30.29	Collection of corrosion samples	EA	0	0	0	
30.30	Coordination of Field Work	100 lf of boring	0	0	0	

Project Activity 30: Geotechnical

Task No.	Task	Units	No of Units	Hours / Unit	Total Hours	Comments
30.31	Soil and Rock Classification - Structures	100 lf of boring	0	0	0	
30.32	Tabulate all Laboratory Data	100 lf of boring	0	0	0	
30.33	Estimate Design groundwater level for structures	EA	0	0	0	
30.34	Evaluation and Selection of Foundation Alternatives (BDR)	Bridge boring	0	0	0	
30.35	Detailed Analysis of Selected Foundation Alternate(s)	Bridge boring	0	0	0	
30.36	Bridge Construction and Testing Recommendations	Bridge boring	0	0	0	
30.37	Lateral Load Analysis	Bridge boring	0	0	0	
30.38	Walls	Wall Boring	0	0	0	
30.39	Sheetpile wall Analysis	Wall Boring	0	0	0	
30.40	Design soil parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical recommendations.	Boring	0	0	0	
30.41	Box Culvert Analysis	EA	0	0	0	
30.42	Preliminary Report - BDR	EA	0	0	0	
30.43	Final Report - Bridge and associated walls	EA	0	0	0	
30.44	Final Reports - Signs, Signals, Box Culvert, Walls and High Mast Lights.	EA	0	0	0	
30.45	SPT boring drafting	100 lf of boring	0	0	0	
30.46	Other Geotechnical	LS	1	8	8	Sr. Eng. Technician; 1-man crew for MOT Set-Up - for 2 day @ 4 hours/day.
Structural Geotechnical Subtotal					8	
Geotechnical Technical Subtotal					96	
30.47	Specification Development and Review (TSP)	EA	0	0	0	
30.48	Field Reviews	LS	1	4	4	Project Engineer
30.49	Technical Meetings	LS	0	0	0	
30.50	Quality Assurance/Quality Control	LS	%	4.0%	4	Senior Engineer
30.51	Supervision	LS	%	4.0%	4	Senior Engineer
Geotechnical Nontechnical Subtotal					12	
30.52	Coordination	LS	%	4.0%	4	Senior Engineer
30.53	Optional Preliminary Contamination Assessment	LS	0	0	0	
30. Geotechnical Total					112	

Senior Engineer	20
Project Engineer	54
Sr. Engineering Technician	27
C.A.D. Operator	10
Secretary/Clerical	1

112

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: **GEOSOL, Inc.**
 Contract No.: **NW 67th Ave at SR 826 Roadway Improvs.**
 Date: **2/20/2017**
 Work Order No: **Enter number of N/A if not a work order**

Project: **NW 67th Ave at SR 826 Roadway Improvs.**
 Project No.:
 Description:

STAFF CLASSIFICATION

Job Classification Assigned Staff Approved Rate	Position Title 1 Senior Engineer Rate: \$53.25		Position Title 2 Project Engineer Rate: \$41.20		Position Title 3 Sr. Eng. Tech Rate: \$26.77		Position Title 4 CADD Tech. Rate: \$24.52		Position Title 5 Secretary/Clerical Rate: \$18.27		Position Title 6 name Rate:		Position Title 7 name Rate:		Staff Hours	Salary	Average
	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	By Task	Cost By Task	Rate Per Task
1 Geotech Services	20	\$1,065	54	\$2,225	27	\$723	10	\$245	1	\$18					112	\$4,276	\$38.18
2																	
3																	
4																	
5																	
6																	
7																	
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21																	
22																	
23																	
24																	
25																	
26																	
27																	
Total Staff Hours	20		54		27		10		1						112		
Total Staff Cost		\$1,065.00		\$2,224.80		\$722.79		\$245.20		\$18.27						\$4,276.06	\$38.18
Total % of Work by Position	17.9%		48.2%		24.1%		8.9%		0.9%								

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a sep:

Estimate of Principal's Fee

_____ Total hours _____ / hour = \$ _____ -

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.

1 - SUBTOTAL ESTIMATED FEE: (multiplier 2.4)

Subconsultant: **Enter Name of Sub 1**

Subconsultant: **Sub 2**

Subconsultant: **Sub 3**

Subconsultant: **Sub 4**

Principal's Fee **(Name of Principal)**

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing: **(SEE ATTACHED)**

Survey Fee (or Survey Crew Fee):

Other Misc. Fee: **Enter Fee Description**

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)

Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$10,262.54

\$10,262.54

\$3,886.17

\$ -

\$14,148.71

\$14,148.71

\$14,148.71

\$14,148.71

\$14,148.71

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: **Marlin Engineering, Inc.**

Contract No.:

Date: **2/23/2017**

Work Order No:

Project: **NW 67 Avenue and SR 826 - Additional Thru Lane/ Traffic Study for Windmill Gate Rt Turn Ln**

Project No.:

Description:

	STAFF CLASSIFICATION																
Job Classification Assigned Staff Approved Rate	Project Manager		Senior Traffic Eng		Project Engineer		CADD Technician		Engineering Tech		Senior Planner				Staff Hours	Salary	Average
	Rate: \$54.81		Rate: \$40.24		Rate: \$31.73		Rate: \$29.15		Rate: \$15.45		Rate: \$45.15		Rate: \$ -		By	Cost By	Rate Per
	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Task	Task	Task
1 Data Collection	8	\$438			44	\$1,396			48	\$742					100	\$2,576	\$25.76
2 Existing Conditions Analysis	16	\$877			32	\$1,015			24	\$371					72	\$2,263	\$31.43
3 Draft and Final Report Preparation	8	\$438			37	\$1,174			15	\$232					60	\$1,844	\$30.74
4																	
5																	
6																	
7																	
9																	
10																	
11																	
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18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	
26																	
27																	
Total Staff Hours	32				113				87						232		
Total Staff Cost		\$1,753.92				\$3,585.49				\$1,344.15						\$6,683.56	\$28.81

Total % of Work by Position

13.8%

48.7%

37.5%

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separately

Estimate of Principal's Fee

_____ Total hours **\$90.00** / hour = \$ _____

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

1 - SUBTOTAL ESTIMATED FEE: multiplier **2.90**

Survey Fee **Marlin Engineering Survey**

Geotechnical Field/Lab T **Geosol**

Subconsultant: **Sub 3**

Subconsultant: **Sub 4**

Principal's Fee **Ramon Soria**

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing:

Survey Fee (or Survey Crew Fee):

Other Misc. Fee: **Enter Fee Description**

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)

Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$19,382.32

\$ -

\$19,382.32

\$19,382.32

\$19,382.32

Consultant Fee Proposal Worksheet

Contract No.:

Work Order No:

Project No.:

Description:

Total % of Work by Position	9.1%	9.1%	81.8%
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Estimate of Principal's Fee

Total hours **\$90.00** / hour = \$ -

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.

GRAND TOTAL ESTIMATED FEE:

\$8,722.74
\$ -
\$8,722.74
\$8,722.74
\$8,722.74

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED WORK ORDER, UNDER CONTRACT NO. 2012-04ME FOR MISCELLANEOUS ENGINEERING SERVICES, FOR THE 67TH AVENUE WIDENING PROJECT, UNDER CONTRACT NO. 2012-04 WITH MARLIN ENGINEERING, IN AN AMOUNT NOT TO EXCEED \$148,000.00; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 6, 2015, the Town passed Resolution 15-1330 and adopted 23 strategies to address transportation issues facing the Town; and

WHEREAS, included in the 23 strategies is the widening of N.W. 67th Avenue to add an additional through lane on the northbound approach near the Palmetto Expressway intersection in order to alleviate peak hour congestion; and

WHEREAS, in early 2016, pursuant to Resolution 2012-04ME for Miscellaneous Engineering Services, the Town issued a work order to Marlin Engineering to perform a design feasibility study and provide alternatives for a northbound through lane; and

WHEREAS, based on Marlin Engineering's analysis, it will be possible to add a northbound lane which will extend 300 feet south of Windmill Gate Road up to N.W. 167th Street without the need to purchase an additional right of way; and

WHEREAS, included in this work order, Marlin Engineering will also be doing construction administration for the Windmill Gate Road project which will include the widening of the road to include an additional eastbound through lane; and

WHEREAS, the Town requires the services of a professional engineering firm to provide construction administration services; and

WHEREAS, the Town and Marlin Engineering have negotiated a work order for Marlin Engineering to provide construction administration services under the existing contract with the Town and Marlin Engineering has agreed to be responsible for providing construction administration services for the 67th Avenue Widening Project and the widening of Windmill Gate Road; and

WHEREAS, the Town Council finds that approval of engineering services under Contract 2012-04ME between Marlin Engineering and the Town in the amount not to exceed \$148,000.00, which includes an amount of \$13,518 as contingency, is necessary and appropriate; and

WHEREAS, alternatively, the Town is exploring the use of transportation impact fee credit to mitigate the design and construction of these projects.

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 Additional Services Under Contract 2012-04ME. The Town Council hereby approves the additional Miscellaneous Engineering Services under Contract 2012-04ME for the N.W. 67th Avenue Widening Project with Marlin Engineering in an amount not to exceed \$148,000.00.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the work order for the N.W. 67th Avenue Widening Project.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds in an additional amount not to exceed \$148,000.00 for work order in accordance with Contract No. 2012-04ME with Marlin Engineering for Construction Administration Services for the N.W. 67th Avenue Widening Project.

Section 6. Authorization to Use Traffic Impact Fees. In the event that Traffic Impact Fees are recovered by the Town, the Town Manager is authorized to apply and expend these monies to mitigate the cost of the work order with Marlin Engineering for Construction Administration Services for the N.W. 67th Avenue Widening Project.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this 7th day of March 2017.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

EXHIBIT “A”



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: FPL Franchise Agreement

Date: March 7, 2017

Recommendation:

It is recommended that the Town adopts its own franchise agreement with Florida Power and Light (FPL) for a period of 30 years. Pursuant to our Charter, this agreement needs to be approved through an Ordinance. The effective date of this ordinance shall be when the Current Agreement between Miami Dade County and FPL terminates by the expiration of time, May 25, 2020 or on the effective date of a new franchise agreement between Miami-Dade County and FPL. The Town is expected to receive over \$2 million per year during the duration of this agreement.

Background:

Miami-Dade County entered into a 30 year agreement with FPL for an electrical franchise agreement on May 25, 1990. Any municipalities that incorporated after the effective date of that agreement were prohibited from entering into their own franchise agreement until the expiration or renewal of that agreement. The Town of Miami Lakes was incorporated on December 5, 2000, and it is therefore one of those municipalities currently covered under this agreement. The County, thru an interlocal has shared the revenues derived from within the Town of Miami Lakes boundaries with the Town. The County's agreement allows FPL to off-set property taxes paid from the 6% franchise fee charged, as a result, over the last ten years we have seen our revenues reduced from \$2,079,921 to \$1,200,000; while most of the agreements that FPL has with the various municipalities do not have this off-setting cost.

Over the last few months, staff initiated negotiations to have our own separate agreement with FPL, in expectation that the County will be renegotiating and executing a new agreement prior to the end of the term of their existing agreement.

Under this agreement the Town grants FPL the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and

other public places (hereinafter called "public rights-of-way") within the Town. Furthermore, the Town agrees not to engage in the distribution and/or sale, in competition with FPL, of electric capacity and/or electric energy to any retail customer or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the Town's limits; and (b) not to participate in any proceeding or contractual arrangement which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility. Nothing in this agreement prohibits the Town to generate electric capacity and/or energy at any facility owned or leased by the Town for storage or utilization at that facility or other Town-owned or leased facilities or use renewable energy sources to generate electric capacity or sell electrical capacity to FPL.

This agreement provides for the same 6% of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers within the Town, however, by eliminating the off-set provision, the Town is expected to receive over \$800,000 in additional revenues per year as soon as the agreement goes into effect. Additionally, the agreement provides for a monthly payment rather than an annual payment, which will make it easier to track our revenues and the Town's ability to periodically request a list of FPL customers within Town boundaries to ensure the Town is collecting the full franchise fee.

Attachments:

FPL Franchise Agreement Ordinance

ORDINANCE NO. 2017-_____

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MIAMI LAKES, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Miami Lakes (the “Town”) recognizes that the Town and its citizens need and desire the continued benefits of electric service; and

WHEREAS, the provision of such service requires substantial investments of capital and other resources in order to construct, maintain and operate facilities essential to the provision of such service in addition to costly administrative functions, and the Town does not desire to undertake to provide such services at this time; and

WHEREAS, Florida Power & Light Company is a public utility that has the demonstrated ability to supply such services; and

WHEREAS, there is currently in effect a franchise agreement between Miami-Dade County and Florida Power & Light Company, the terms of which are set forth in Miami-Dade County Ordinance 89-81, passed and adopted, which grants a thirty (30) year non-exclusive electric franchise to Florida Power & Light Company to utilize public rights of way throughout the unincorporated and incorporated areas of Miami-Dade County, Florida, in return for Florida Power & Light Company paying the County certain franchise fees, among other things as expressly provided herein(“Current Franchise Agreement”); and

WHEREAS, on July 10, 2007, the Town entered into an interlocal agreement with Miami-Dade County for payment to the Town of that portion of the franchise fees remitted by Florida Power & Light Company to the County for rights to utilize public rights of way located within the Town; and

WHEREAS, Florida Power & Light Company and the Town desire to enter into a new franchise agreement (“New Franchise Agreement”) providing for the payment of fees to the Town in exchange for the nonexclusive right and privilege of supplying electricity and other services within the Town free of competition from the Town, pursuant to certain terms and conditions; and

WHEREAS, the Town Council deems it to be in the public interest to enter into this agreement addressing certain rights and responsibilities of the Parties as they relate to the use of the public rights-of-way within the Town's jurisdiction.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA:

Section 1. Incorporation of Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Grant of Electric Utility Franchise; Term of Franchise. There is hereby granted to Florida Power & Light Company, its successors and assigns (hereinafter called "FPL"), for the period of thirty (30) years from the effective date hereof, the nonexclusive right, privilege and franchise (hereinafter called "franchise") to construct, operate and maintain in, under, upon, along, over and across the present and future roads, streets, alleys, bridges, easements, rights-of-way and other public places (hereinafter called "public rights-of-way") throughout all of the incorporated areas, as such incorporated areas may be constituted from time to time, of the Town of Miami Lakes, Florida, and its governmental successors by operation of law, if any, (hereinafter called the "Town"), in accordance with FPL's customary practices, and practices prescribed herein, with respect to construction and maintenance, electric light and power facilities, including, without limitation, conduits, poles, wires, transmission and distribution lines, and all other facilities installed in conjunction with or ancillary to all of FPL's operations (herein called "facilities"), for the purpose of supplying electricity and other services to the Town and its successors, the inhabitants thereof, and persons beyond the limits thereof.

Section 3. Facilities Requirements.

- (a) FPL's facilities shall be installed, constructed, erected, located or relocated so as to not unreasonably interfere with the convenient, safe, continuous use or the maintenance, improvement, extension or expansion of any public "road" as defined under the Florida Transportation Code, nor unreasonably interfere with traffic over the public rights-of-way, nor unreasonably interfere with reasonable egress from and ingress to abutting property.
- (b) To minimize conflicts with the standards set forth in subsection (a) above, the location, relocation, installation, construction, or erection of all facilities shall be made as representatives of the Town may prescribe in accordance with the Town's

reasonable rules and regulations with reference to the placing and maintaining in, under, upon, along, over and across said public rights-of-way; provided, however, that such rules or regulations (i) shall be for a valid municipal purpose; (ii) shall not prohibit the exercise of FPL's right to use said public rights-of-way for reasons other than unreasonable interference with traffic; (iii) shall not unreasonably interfere with FPL's ability to furnish reasonably sufficient, adequate and efficient electric service to all of its customers; and (iv) shall not require the relocation of any of FPL's facilities installed before or after the effective date hereof in public rights-of-way unless or until widening or otherwise changing the configuration of the paved portion of any public right-of-way used by motor vehicles causes such installed facilities to unreasonably interfere with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion of any such public "road," or unless such relocation is required by state or federal law.

- (c) Such rules and regulations shall recognize that FPL's above-grade facilities installed after the effective date hereof should be installed near the outer boundaries of the public rights-of-way to the extent possible.
- (d) When any portion of a public right-of-way is excavated, damaged, or impaired by FPL (or any of FPL's agents, contractors, or subcontractors) because of the installation, inspection, or repair of any of FPL's facilities, the portion of the public right-of-way so excavated, damaged, or impaired shall, within a reasonable time after such excavation, damage, or impairment, be restored by FPL at its expense to a condition at least equal to its original condition before such damage.
- (e) The Town shall not be liable to FPL for any cost or expense in connection with any relocation of FPL's facilities required under this New Franchise Agreement, except, however, FPL shall be entitled to reimbursement of its costs from others.
- (f) FPL shall comply with the Town's valid code and permit requirements and regulations, including those relating to rights-of-way. Except as expressly provided, nothing herein shall limit or alter the Town's existing rights with respect to the use or management of its rights-of-way. Any changes in law on utility easements shall not affect this New Franchise Agreement.

Section 4. Indemnification of the Town. The acceptance of this New Franchise Agreement shall be deemed an agreement on the part of FPL to the following: (a) that FPL will indemnify and save the Town harmless from any and all damages, claims, liability, losses and causes of action of any kind or nature arising out of an error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its facilities hereunder; and (b) that FPL will pay all damages, claims, liabilities and losses of any kind or nature whatsoever, in connection therewith, including the Town's attorney's fees and costs in the defense of any action in law or equity brought against the Town, including appellate fees and costs and fees and costs incurred to recover attorney's fees and costs from FPL, arising from the error, omission, or negligent act of FPL, its contractors or any of their agents, representatives, employees, or assigns, or anyone else acting by or through them, and arising out of or concerning the construction, operation or maintenance of its facilities hereunder.

Section 5. Rates, Rules and Regulations of FPL. All rates and rules and regulations established by FPL from time to time shall be subject to such regulation as may be provided by law.

Section 6(a). Franchise Fee; Calculation; Payment. Notwithstanding any other provision in this New Franchise Agreement, as a consideration for this franchise, FPL shall pay to the Town, commencing ninety (90) days after the effective date hereof, and each month thereafter for the remainder of the term of this franchise, an amount which added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem tax assessments on property) levied or imposed by the Town against FPL's property, business or operations and those of its subsidiaries during FPL's monthly billing period ending sixty (60) days prior to each such payment will equal six (6.0%) percent of FPL's billed revenues (less actual write-offs) from the sale of electrical energy to residential, commercial and industrial customers (as such customers are defined by FPL's tariff) within the Town's boundaries for the monthly billing period ending sixty (60) days prior to each such payment, and in no event shall payments for the rights and privileges granted herein exceed 6.0 percent of such revenues for any monthly billing period of FPL (except as expressly provided in this New Franchise Agreement). For purposes of this section, the term "write-offs" refers to uncollectable billed revenues from the sale of electrical energy to residential, commercial, and industrial customers within the Town's boundaries.

Section 6(b). The Town understands and agrees that such revenues as described in the preceding paragraph are limited to the precise revenues described therein, and that such revenues do not include by way of example and not limitation: (a) revenues from the sale of electrical energy for Public Street and Highway Lighting (service for lighting public ways and areas); (b) revenues from Other Sales to Public Authorities (service with eligibility restricted to governmental entities); (c) revenues from Sales to Railroads and Railways (service supplied for propulsion of electric transit vehicles); (d) revenues from Sales for Resale (service to other utilities for resale purposes); (e) Late Payment Charges; (f) Field Collection Charges; (g) other service charges.

Section 6(c). Increased Benefits Clause. If during the term of this New Franchise Agreement, FPL enters into a franchise agreement with any other municipality located in Miami-Dade County or Broward, County Florida, or with Miami-Dade County itself or with Broward County itself, each such municipality or county referred to herein as an "Other Governmental Entity," where the number of FPL's active electrical customers is equal to or less than the number of FPL's active electrical customers within the Town's boundaries, the terms of which provide for the payment of franchise fees by FPL at a rate greater than six (6.0%) percent of FPL's residential, commercial and industrial revenues (as such customers are defined by FPL's tariff), under the same terms and conditions as specified in Section 6(a) hereof, FPL, upon written request of the Town, shall negotiate and enter into a new franchise agreement with the Town in which the percentage to be used in calculating monthly payments under Section 6(a) hereof shall be no greater than that percentage which FPL has agreed to use as a basis for the calculation of payments to any such Other Governmental Entity, provided, however, that if the franchise with such Other Governmental Entity contains additional benefits given to FPL in exchange for the increased franchise rate, which such additional benefits are not contained in this New Franchise Agreement, such new franchise agreement shall include those additional or reasonably equivalent benefits to FPL.

Subject to all limitations, terms and conditions specified in the preceding sentence, the Town shall have the sole discretion to determine the percentage to be used in calculating monthly payments, and FPL shall have the sole discretion to determine those benefits to which it would be entitled, under any such new franchise agreement.

Section 7. Non-Competition by Town. As a further consideration, during the term of this franchise or any extension thereof, the Town agrees: (a) not to engage in the distribution and/or sale, in competition with FPL, of electric capacity and/or electric energy to any ultimate consumer of electric utility service (herein called a "retail customer") or to any electrical distribution system established solely to serve any retail customer presently served by FPL within the Town's limits; and (b) not to participate in any proceeding or contractual arrangement, the purpose or terms of which would be to obligate FPL to transmit and/or distribute, electric capacity and/or electric energy from any third party(ies) to any other retail customer's facility(ies). Nothing specified herein shall prohibit the Town from engaging with other utilities or persons in wholesale transactions which are subject to the provisions of the Federal Power Act, as may be amended from time to time.

The Town may, if permitted by law, (i) generate electric capacity and/or energy at any facility owned or leased by the Town for storage or utilization at that facility or other Town-owned or leased facilities as chosen by the Town, and (ii) use renewable energy sources to generate electric capacity and/or energy for use in demonstration projects or at Town facilities, including but not limited to, Government Center (a/k/a Town Hall), and (iii) sell electric capacity and/or energy to FPL or other wholesale purchasers in compliance with applicable tariffs, and/or federal or state laws, rules and regulations controlling such transactions. The term "retail customer," for purposes of this section shall not include the Town itself.

Nothing herein shall prohibit the Town, if permitted by law, (i) from purchasing electric capacity and/or electric energy from any other person, or (ii) from seeking to have FPL transmit and/or distribute to any facility(ies) of the Town electric capacity and/or electric energy purchased by the Town from any other person; provided, however, that before the Town elects to purchase electric capacity and/or electric energy from any other person, the Town shall notify FPL. Such notice shall include a summary of the specific rates, terms and conditions which have been offered by the other person and identify the Town's facilities to be served under the offer. FPL shall thereafter have 90 days to evaluate the offer and, if FPL offers rates, terms and conditions which are equal to or better than those offered by the other person, the Town shall be obligated to continue to purchase from FPL electric capacity and/or electric energy to serve the previously identified facilities of the Town for a term no shorter than that offered by the other person. If FPL does not agree to rates, terms and conditions which equal or better the other person's offer, all of the remaining terms and conditions of this franchise shall remain in effect.

Section 8. Competitive Disadvantage; FPL's Rights. If the Town grants a right, privilege or franchise to any other person to construct, operate or maintain electric light and power facilities within any part of the Town's boundaries in which FPL may lawfully serve or compete on terms and conditions which FPL reasonably determines are more favorable than the terms and conditions contained herein, FPL may at any time thereafter terminate this franchise if such terms and conditions are not remedied within the time period provided hereafter. FPL shall give the Town at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the Town of such terms and conditions that it considers more favorable and the objective basis or bases of the claimed competitive disadvantage. The Town shall then have ninety (90) days in which to correct or otherwise remedy the terms and conditions complained of by FPL, and the Town and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL's claims during this 90-day period. If FPL reasonably determines that such terms or conditions are not remedied by the Town within said time period, and if no mutually acceptable resolution is reached by FPL and the Town through negotiation, FPL may terminate this franchise agreement by delivering written notice to the Town's Clerk, Town's Manager, and Town's Attorney, and termination shall be effective on the date of delivery of such notice. Nothing contained herein shall be construed as constraining the Town's rights to legally challenge at any time FPL's determination leading to termination under this Section.

Section 9. Legislative or Regulatory Action. If as a consequence of any legislative, regulatory or other action by the United States of America or the State of Florida (or any department, agency, authority, instrumentality or political subdivision of either of them) any person is permitted to provide electric service within the Town's boundaries to a customer then being served by FPL, or to any new applicant for electric service within any part of the Town's boundaries in which FPL may lawfully serve, and FPL reasonably determines that its obligations hereunder, or otherwise resulting from this franchise in respect to rates and service, place it at a material competitive disadvantage with respect to such other person, FPL may, at any time after the taking of such action, terminate this franchise if such competitive disadvantage is not remedied as provided hereafter. Such competitive disadvantage can be remedied by either of the following methods: (i) if the Town either cannot legally, or does not, charge a franchise fee to other electricity supplier(s), then the Town can remedy the disadvantage by reducing FPL's franchise fee rate to zero; or (ii) if

the Town is able to charge, and does charge, such other electricity supplier(s) a franchise fee at a rate less than the 6.0% rate calculated as provided in Section 6 of this Agreement, then the Town can remedy the disadvantage by reducing FPL's franchise fee rate to the same rate, with the same applicability and calculation methodology, as applies to such other electricity supplier(s). If the Town does not implement either of the foregoing solutions, FPL may terminate the Agreement, in accordance with the following process: FPL shall give the Town at least one hundred eighty (180) days advance written notice of its intent to terminate. Such notice shall, without prejudice to any of the rights reserved for FPL herein, advise the Town of the consequences of such action which resulted in the competitive disadvantage and the objective basis or bases of the claimed competitive disadvantage, and the Town and FPL agree to negotiate in good faith toward a mutually acceptable resolution of FPL's claimed disadvantage during this 180-day period. If such competitive disadvantage is, in the reasonable determination of FPL, not remedied by the Town within said time period, and if no mutually acceptable resolution of the matter is reached through negotiation, FPL may terminate this franchise agreement by delivering written notice to the Town's Clerk and termination shall take effect on the date of delivery of such notice. Nothing contained herein shall be construed as constraining the Town's rights to legally challenge at any time FPL's determination of competitive disadvantage leading to termination under this section.

Section 10. FPL's Failure to Comply. Failure on the part of FPL to comply in any material respect with any of the provisions of this franchise shall be grounds for forfeiture, but no such forfeiture shall take effect if the reasonableness or propriety thereof is protested by FPL until there is final determination (after the expiration or exhaustion of all rights of appeal) by a court of competent jurisdiction within Miami-Dade County, Florida that FPL has failed to comply in a material respect with any of the provisions of this franchise, and FPL shall have six (6) months after such final determination to make good the default before a forfeiture shall result with the right of the Town at its discretion to grant such additional time to FPL for compliance as necessities in the case require.

Section 11. Town's Failure to Comply. Failure on the part of the Town to comply in material respect with any of the provisions of this ordinance, including, but not limited to: (a) denying FPL use of public rights-of-way for reasons other than as set forth in Section 3 of this New Franchise Agreement; (b) imposing conditions for use of public rights-of-way contrary to Federal or Florida law or the express terms and conditions of this franchise; (c) unreasonable delay in issuing

FPL a use permit, if any, to construct its facilities in public rights-of-way, shall constitute breach of this franchise. FPL shall notify the Town of any such breach in writing sent by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service, and the Town shall then remedy such breach within ninety (90) days and if it is not a breach that can be remedied within ninety (90) days, then as soon as practicable. Should the breach not be timely remedied, FPL shall be entitled to seek a remedy available under law or equity from a court of competent jurisdiction, including the remedy of obtaining judicial relief that permits the withholding of franchise fees. The Parties recognize and agree that nothing in this franchise agreement constitutes or shall be deemed to constitute a waiver of either party's delegated sovereign right of condemnation and that either party, in its sole discretion, may exercise such right.

Section 12. Audit and Inspection. The Town may, upon reasonable notice and within ninety (90) days after each anniversary date of this franchise, at the Town's expense, examine FPL's records relating to the calculation of the franchise payment for the year preceding such anniversary date. Such examination shall be during normal business hours at FPL's office where such records are maintained. Records not prepared by FPL in the ordinary course of business or as required herein may be provided at the Town's expense and as the Town and FPL may agree in writing. Information identifying FPL's customers by name or their electric consumption shall not be taken from FPL's premises. Such audit shall be impartial and all audit findings, whether they decrease or increase payment to the Town, shall be reported to FPL. The Town's examination of the records of FPL in accordance with this Section shall not be conducted by any third party employed or retained by the Town whose fee, in whole or part, for conducting such audit is contingent on findings of the audit. At the Town's request no more than once annually, FPL will provide to the Town an electronic version of a billing list of all FPL customer addresses within the incorporated areas of the Town.

If audit findings reflect an error in payments due to the Town, then FPL shall pay the entire cost of the audit.

The Town will respect FPL's confidential documents. The Town will be given access to confidential documents while on FPL premises, but shall not remove those confidential documents from FPL premises unless expressly authorized to do so by FPL. Information relative to this audit and likely to be deemed confidential by FPL includes, but is not limited to, nonpublic customer or

customer account information, nonpublic policies and procedures, and any other nonpublic information that gives FPL an opportunity to gain an advantage over its competitors.

Section 13. Severability. The provisions of this ordinance are interdependent upon one another, and if any of the provisions of this ordinance are found or adjudged to be invalid, illegal, void or of no effect by a court of competent jurisdiction (after the expiration of all rights of appeal), such finding or adjudication shall not affect the validity of the remaining provisions for a period of ninety (90) days, during which, the Parties will negotiate in good faith to amend this New Franchise Agreement so as to restore to the maximum extent permissible, the original economic bargain embodied in this ordinance. If an agreement to amend the ordinance is not reached at the end of such ninety (90) day period, this entire ordinance shall become null and void and of no further force or effect.

Section 14. Town acknowledges it is fully informed concerning the existing franchise granted by Miami-Dade County, Florida, to the FPL herein, and accepted by the FPL as set out in Ordinance No. 60-16 adopted on May 3, 1960, and subsequently renewed and accepted by the FPL as set out in Ordinance No. 89-81 adopted on September 5, 1989 by the Board of County Commissioners of Miami-Dade County, Florida, and as adopted by the Town on July 10, 2007 in an interlocal agreement with Miami-Dade County ("Existing Agreement"). The Town agrees to indemnify and hold FPL harmless against any and all liability, loss, cost, damage and expense incurred by FPL in respect to any claim asserted by Miami-Dade County against FPL arising out of the franchise set out in the above referenced ordinances for the recovery of any sums of money paid by FPL to Town under the terms of this New Franchise Agreement. FPL acknowledges and the Town hereby relies on then Dade County Resolution No. R-709-78 adopted on June 20, 1978 in the granting of this franchise.

Section 15. Definitions. As used herein "person" means an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an incorporated association, a joint venture, a governmental authority or any other entity of whatever nature.

Section 16. Repeal. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed.

Section 17. Effective Date. As a condition precedent to the taking effect of this ordinance, FPL shall file its acceptance hereof with the Town's Clerk within thirty (30) days of adoption of this ordinance. The effective date of this ordinance shall be when the Current Agreement terminates by

the expiration of time or on the effective date of a new franchise agreement between Miami-Dade County and FPL.

Section 18. Pre-Suit Dispute Resolution. The Parties to this franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the Parties agree that they will meet at the senior management level in an attempt to resolve any disputes within thirty (30) days of notification of the dispute.

Section 19. Governing Laws. This New Franchise Agreement shall be governed and construed by the applicable laws of the Federal Government, State of Florida, Miami-Dade County, and the Codes and Ordinances of the Town of Miami Lakes.

Section 20. Venue. In the event that any legal proceeding is brought to enforce the terms of this franchise, it shall be brought by either party hereto in Miami-Dade County, Florida, or, if a federal claim, in the U.S. District Court in and for the Southern District of Florida, Miami Division.

Section 21. Entire Agreement. This New Franchise Agreement is intended to constitute the sole and entire agreement between the Town and FPL with respect to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each of the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect, and this agreement supersedes all prior drafts and verbal or written agreements, commitments, or understandings, which shall not be used to vary or contradict the expressed terms herein. Both parties have been represented by counsel of their choosing with regard to this agreement.

Section 22. Modification. It is further understood that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith, and approved by the Town Council.

Section 23. Notice. Except in exigent circumstances, and except as may otherwise be specifically provided for in this franchise, all notices by either party shall be made by United States Certified Mail, return receipt requested, or via a nationally recognized overnight courier service. Any notice given by facsimile or email is deemed to be supplementary, and does not alone constitute notice hereunder. All notices shall be addressed as follows:

To the Town:

To FPL:

Town Manager
Town Hall
6601 Main Street
Miami Lakes, FL 33014

Vice President, External Affairs
700 Universe Boulevard
Juno Beach, FL 33408

Copy to:

Copy to:

Town Attorney
8105 NW 155 Street
Miami Lakes, FL 33016

General Counsel
700 Universe Boulevard
Juno Beach, FL 33408

Any changes to the above shall be in writing and provided to the other party as soon as practicable.

Section 24. Compliance with Federal, State and Local Laws. The Town and FPL agree to comply with and observe all applicable Federal, State and valid and non-preempted local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

Section 25. Nondiscrimination. FPL represents and warrants to the Town that FPL does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with FPL's performance under this Franchise on account of race, color, sex, religion, age, handicap, marital status or national origin. FPL further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this franchise.

Section 26. Approval of Agreement. Execution of this agreement by the Town Manager, the Town Attorney, and the Town Clerk, shall constitute evidence of its approval after public hearing by the Town Council.

Section 27. Attorney's Fees and Costs. In the event either the Town or FPL must initiate litigation to enforce this New Franchise Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, at all levels of litigation, including trials and appeals, including fees for litigating entitlement to and amount of attorney's fees.

THIS SPACE INTENTIONALLY LEFT BLANK

FIRST READING

The foregoing ordinance was moved for adoption on first reading by Councilmember _____ . The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

Passed and adopted on first reading this _____ day of _____, 2017.

THIS SPACE INTENTIONALLY LEFT BLANK

SECOND READING

The foregoing ordinance was moved for adoption on second reading by Councilmember _____ . The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

Passed and adopted on second reading this __ day of _____, 2017.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Lien Amnesty

Date: March 7, 2017

Recommendation:

It is recommended that the Town adopt the attached Ordinance providing for a process to reduce certain outstanding liens for properties that would have been otherwise eligible to apply for the Lien Amnesty Program pursuant to Ordinance 15-188.

Background:

The Lien Amnesty Program adopted in September, 2014 granted amnesty to liens/fines adjudicated prior to March 27, 2015 and provided for all active code enforcement cases from that day forward to request lien/fine reductions from the Hearing Master once the properties came into full compliance.

Ordinance No. 14-172 provided an application deadline of March 27, 2015, and a compliance period, that was later extended to December 31, 2016 by uncodified Ordinance No. 15-188. The Lien Amnesty program was very successful. The program resulted in the lien reduction of 175 code enforcement cases and full code compliance of those properties and all properties owned by the same individual within Town boundaries. Under the current Lien Amnesty Ordinance, any liens that were eligible for amnesty that failed to apply would forego the opportunity for any further consideration of reduction; there are approximately 170 of these cases. Each month the Town receives several requests from the property owners of these cases that wish to resolve their outstanding liens.

In lieu of re-opening the Lien Amnesty program, the Town Council directed staff to draft an Ordinance allowing lien holders who failed to take advantage of the Lien Amnesty Program to go to the Hearing Officer for reevaluation where extra ordinary circumstances did occur but in

no event would the maximum reduction exceed 70% of the current lien amount. Adoption of the proposed amendment affords all code cases, both those in existence before and after

Ordinance No. 15-183, with an opportunity for consideration of reduction by the Hearing Officer by no more than 70%. Applicants under the Amnesty Program benefited from reductions up to 85%. This amendment would essentially double the payment (15% to 30%) that new amnesty petitioners could enjoy via the Hearing Master process.

Attachments:

Lien Amnesty Ordinance

ORDINANCE NO. 17- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA; RELATING TO THE MITIGATION OF CODE COMPLIANCE LIENS; AMENDING CHAPTER 8, ENTITLED “CODE ENFORCEMENT”, TO PROVIDE FOR MITIGATION OF CODE ENFORCEMENT LIENS THAT EXISTED PRIOR TO MARCH 27, 2015; INCORPORATING RECITALS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 8 of the Town of Miami Lakes (the “Town”) Code, entitled “Code Enforcement,” provides tools to implement compliance procedures that ensure high property standards, values, and protection are maintained throughout the Town, to which included therein are lien mitigation procedures; and

WHEREAS, on September 9, 2014, in response to a number of delinquent and previously adjudicated code enforcement cases, the Town adopted Ordinance No. 14-172, entitled “Code Enforcement Lien Amnesty Program,” which provided amnesty to such cases making them eligible for fine/lien mitigation reduction, provided, among other requirements, that those eligible properties were in good standing, and the adjusted fees were paid within prescribed time frames; and

WHEREAS, over 175 property owners applied for and successfully completed the Code Enforcement Lien Amnesty Program, which said program ended on December 31, 2016, as so extended by Ordinance No. 15-188; and

WHEREAS, there still remains, as of December 31, 2016, 171 Code Enforcement Cases adjudicated prior to March 27, 2015, that have liens recorded against private property that would have been otherwise eligible to apply for the program; and

WHEREAS, the imposition of such liens can prevent the refinancing, equity lines of credit, or sale, of such properties until such liens are paid in full; and

WHEREAS, the Town Council of the Town of Miami Lakes now desires to make available to those remaining property owners, that were otherwise eligible to participate in the Code Enforcement Amnesty Program, but failed to do so, an opportunity to verify compliance with code provisions and mitigate the adjudicated fine/lien; and

WHEREAS, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment. Chapter 8, Code Enforcement, of the Town's Land Development Code is hereby amended as provided at Attachment "A."

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections,

sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Cesar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed on first reading this _____ day of March, 2017.

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on second reading this _____ day of _____, 2017.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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

ATTACHMENT A
PROPOSED AMENDMENT

Chapter 8 - CODE ENFORCEMENT

* * *

Sec. 8-7. - Recovery of unpaid civil penalties; unpaid penalty to constitute a lien; interest to be paid on liens; foreclosure; prohibition of the issuance of permits, licenses, certificates of use and occupancy or zoning approvals to violators with unpaid civil penalties or liens; civil penalty reduction.

* * *

- (e) Civil penalty reduction. The violator, or the violator's successors or assigns (the "applicant"), who has an ownership interest in the property encumbered by a lien for civil penalties, may file a request for a reduction of the civil penalty before the Hearing Officer only after a compliance inspection is completed during which a code inspector finds that all violations were corrected. Upon receipt of a written request for a reduction of a civil penalty, and the filing of an affidavit of partial compliance by the code inspector which sets forth that all outstanding violations of the Hearing Officer's order have been corrected, except for payment of any outstanding civil penalties, the Town Manager or the Town Manager's designee shall set the matter for penalty reduction hearing by the Hearing Officer. However, if a court action has been commenced to obtain compliance with the order of the Hearing Officer, no hearing shall be held for a reduction of the civil penalty.

* * *

- (9) With regard to outstanding civil penalties for code enforcement cases adjudicated on or before March 27, 2015, the Hearing Officer has sole discretion to reduce said penalties only for those liens that meet the criteria of this subsection. A reduction of a civil penalty shall not be granted to a violator or applicant that was eligible for a lien reduction pursuant to ordinance number 14-172.

- (a) Qualified liens. Outstanding liens that do not conform to Subsection 8-7(e)(9)(b), that where in existence prior to March 27, 2015, and were not previously mitigated pursuant to Ordinance No. 14-172 and 15-188, are eligible for reduction upon a determination by the Hearing Officer of the existence of an extraordinary circumstance.

- (b) Reduction schedule. Qualified liens as determined by the Hearing Officer pursuant to this subsection shall be mitigated as according to the following schedule:
- (1) For non-bank owned or non—entity owned residential properties, the lien amount shall be reduced by seventy percent (70%).
 - (2) All other qualified liens shall be reduced by fifty percent (50%).
- (c) Ineligible liens. The following code enforcement liens shall be considered ineligible for reduction.
- (1) A lien arising from a fine imposed pursuant to a violation of Town of Miami Lakes Code of Ordinances Chapter 12, Article III, Burglar Alarms, is ineligible.
 - (2) A special assessment lien and charge imposed pursuant to Town of Miami Lakes Code of Ordinances Section 16-25(2)(d), Chapter 16, Article II, Lot Maintenance, is ineligible.
 - (3) A lien arising from a fine imposed pursuant to a violation of Town of Miami Lakes Code of Ordinances Chapter 37, Article III, Business Tax, is ineligible.
 - (4) Where the Town of Miami Lakes has commenced a civil action to collect on civil penalties or to foreclose a lien, the property owner(s) will be ineligible. This subsection shall not serve as a defense against any such action or against any enforcement action brought by the Town.
- (d) Compliance with all other provisions of Chapter 8 that are not in conflict with Subsection 8-7(e)(9) must be met.
- (e) All eligible liens reduced by the Hearing Officer pursuant to Subsection 8-7(e)(9), shall be paid within 30 days or as otherwise ordered by the Hearing Officer. Failure to pay the reduced fine within the prescribed time shall result in reinstatement of the original fine amount and no further consideration thereafter maybe given to reduce said lien.

* * *



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers

From: Alex Rey, Town Manager

Subject: Local Preference: Amendment to Ordinance 12-142 Section 13

Date: March 7, 2017

Recommendation:

It is recommended that the Town Council adopt the attached Ordinance amending Section 13. Local Preference of the Town's Procurement Ordinance 12-142. The proposed amendment provides for broader participation in the program and clarifies the local preference language.

Background:

Since initial adoption of Procurement Ordinance No. 09-115 no bidders/proposers have earned local preference points in the formal bid evaluation process. On February 7, 2017 the Town Council directed staff to provide recommended changes to the Local Preference section of the Town's Procurement Ordinance that would make it easier for more businesses to qualify for local preference.

The bidder/proposer seeking local preference shall have the burden of proof to demonstrate that it qualifies for preference. As proposed, the amended ordinance provides two paths to qualifying for local preference:

1. Local preference could be earned if a bidder/proposer has had a Miami Lakes place of business for at least six months prior to the issuance of the solicitation. Staff would confirm eligibility based on a current Business Tax Receipt ("BTR") and Certificate of Use ("CU") issued at least six (6) months prior to the issuance of the solicitation. If the proposer has multiple places of business, proposer must affirm that services shall be provided solely from the place of business located in the Town of Miami Lakes.
2. Alternatively, local preference points could be earned if at least 40% of the business owners reside in Miami Lakes. The existing process requires that businesses disclose

ownership by percentage. Staff would easily be able to confirm if the criteria is met based on the ownership disclosure and the owners addresses.

The amended ordinance simplifies and clarifies language regarding when local preference may apply and how local preference points are awarded during the evaluation process. The original ordinance calculated local preference points based on three categories of awards: (1) Awards Based Solely on Price; (2) Awards Based Solely on Qualifications; and (3) Awards Based on Qualifications and Price. The third category, awards based on qualifications and price, was subject to several interpretations that made application of the provision difficult as it was unclear how points were calculated. To address this, the amended ordinance has eliminated this third category and amended the second to clarify how local preference points will be calculated. The amendment creates only two categories for awarding local preference points: (1) Awards Based Solely on Price; and (2) All Other Awards. The language in the second category has been further clarified to simplify point calculation. Instead of awarding “five points or five percent of total points, whichever is less,” the amended ordinance will award five percent of the total available points as a bonus to the local business’ ranked point score received during the evaluation process. This was done to reduce ambiguity in how the points are calculated. The first category remains unchanged from the original ordinance.

In addition to the amendments to the ordinance, staff has modified solicitation documents to more clearly highlight the opportunity for local preference points and has simplified the form bidders/proposers would use to apply for local preference, please reference attachments.

Attachments:

Local Preference Form

Sample Provision for Town Solicitations

Ordinance

Town of Miami Lakes Local Vendor Preference Certification

The Town of Miami Lakes Procurement Ordinance, 12-142 provides preferences to local businesses if the business entity meets the requirements for the vendor preference and the applicable bid or proposal meets the thresholds established in the Procurement Ordinance. Details on these requirements and thresholds can be found by visiting the Town's Procurement webpage at http://www.miamilakes-fl.gov/c-our_govt/admin-procurement.php.

By completing the information required below and submitting this form the business entity certifies that it meets the requirements for local preference as stipulated in the Procurement Ordinance. **This form must be submitted with the business entities response to a solicitation. The Town, at its sole discretion, may allow for the form to be submitted after the date and time stated for the bid or response to be received by the Town.**

Solicitation Number: Solicitation No. Title: Title

Mark each of the following as applicable:

- ☐ The business entity possesses a current business tax receipt and certificate of use issued at least six (6) months prior to the issuance of the solicitation and services will be provided solely from the place of business located in the Town of Miami Lakes
- ☐ At least forty percent (40%) of the business entity's ownership resides in the Town prior to the issuance of the solicitation.

Additional information may be requested to determine if the business entity is entitled to the local preference.

This certification is submitted with the full knowledge that should the Town determine that any of the information provided prove to be false the business entities bid/response may be rejected and the business entity may be excluded from bidding on future solicitation for a period of up to three (3) years.

Name of Business Entity: Name of Business Entity

Address: Address

Tax ID/FEIN/SSN: Tax ID/FEIN/EIN/SSN

Contact Name: Contract Name Title: Title

Phone No.: Phone No. E-Mail: Email Address

Signature: _____ Date: Date

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large



B2.12. LOCAL PREFERENCE

This ITB is subject to local preference under Town Ordinance 12-142, Section 13. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form and all required supporting documentation with their Bid. The Local Vendor Preference Certification Form can be found on the Town's website at http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, AMENDING AND RESTATING ORDINANCE NO 09-115 PERTAINING TO PURCHASING PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY ACTIONS TO IMPLEMENT THE REVISED RULES AND REGULATIONS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") procurement procedures ("Procurement Procedures") are currently provided in Ordinance No. 12-142; and

WHEREAS, said Ordinance allows bidders to earn local preference points during the formal bid evaluation process; and

WHEREAS, on February 7, 2017, the Town Council directed staff to provide changes to local preference in order to make it easier for businesses to qualify for local preference; and

WHEREAS, staff has suggested modifications that will allow for a more uniform and simplified qualification process by offering two schemes for qualifications based on ownership or situs of the business; and

WHEREAS, staff has further suggested modifications that will create uniformity in the application of preference points; and

WHEREAS, the Town Council has determined it is in the best interest to revise the procurement code as it relates to local preference as provided herein.

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

Section 1. Recitals. Each of the above stated recitals is true and correct and are incorporated herein by this reference.

Section 2. Amendments to Code. Ordinance No. 12-142 is hereby amended as follows:

Chapter _____.

Procurement Procedures

Section 1. Definitions. For the purposes of this Ordinance, the following words and phrases

¹Additions to the text are shown in underline and deletions from the text are shown in ~~strikethrough~~.

shall be defined as follows:

- a. **Invitation to Bid (ITB)** means an advertised competitive solicitation which includes minimum qualifications and a definitive scope of work or precise specifications, where award(s) is made to the lowest responsive and responsible bidder.
- b. **Bidder or Proposer** means an individual or business that submits a bid or proposal in response to a solicitation issued by the Town.
- c. **Competitive Negotiations** means a one or two-step solicitation issued under the Competitive Sealed Procurement process where proposals are sought and the Town enters into competitive negotiations to determine the proposal that is most advantageous to the Town.
- d. **Change Order or Modification** is a unilateral or bilateral written order amending a Contract.
- e. **Contract** means all types of binding agreements, including purchase orders, executed by the Town Manager or his designee.
- f. **Contractor or Vendor** means any individual or business having a contract with the Town.
- g. **Cooperative Procurement** means procurement conducted by or on behalf of more than one public procurement entity.
- h. **Local Business** means a Bidder/Proposer having a business located within the boundaries of the Town from which the goods or services will be furnished.
- i. **Professional Services** means any service where the Town is obtaining advice, instruction or specialized work from an individual or business specifically qualified in a particular area where the main thrust is in intellectual ability, and whose profession is regulated by the State of Florida. Such services do not lend themselves solely to price competition but to qualifications and price.
- j. **Public Entity** means any agency of the federal, state, any local government, or any non-profit organization.
- k. **Request for Qualifications (RFQ)** means a formal solicitation typically used for Professional Services where the initial ranking and selection is based on businesses qualifications without price being used as a factor.
- l. **Request for Price Quote (RPQ)** means an informal solicitation where written responses are obtained from businesses, without formal advertising or receipt of sealed bids.
- m. **Request for Proposals (RFP)** means a formal solicitation where the ranking and selection is based on a combination of business qualifications and price.

¹Additions to the text are shown in underline and deletions from the text are shown in ~~strikethrough~~.

- n. **Responsible Bidder or Proposer** means any person, firm or corporation who has the capability in all respects to fully perform the contract requirements.
- o. **Responsive Bidder** means any individual or business who has submitted a response which conforms in all material respects to the solicitation.
- p. **Single Source Procurement** means the purchase of a good or services for which there is no other vendor who can compete and an equal product or service is not available from any other source.
- q. **Standing** means a Bidder or Proposer who believes it has been injured by the Town's action and should it prevail in its Protest would be considered the lowest responsive and responsible Bidder or most qualified Proposer and would be eligible for the award of a Contract, if the Town were to award a Contract as result of a solicitation.
- r. **Submittal** means the document(s) submitted by a Bidder or Proposer in response to a solicitation.

Section 2. Exemptions. The following shall be exempt from the Procurement Ordinance:

- a. Federal or State of Florida funded procurements where their rules and regulations supersede this Ordinance.
- b. Contracts for those Professional Services specified in Article III of the Town Charter, as well as hiring of independent contractors under Article III of the Charter.
- c. Procurements for utility services.
- d. Real estate property.
- e. Persons retained as expert consultants.
- f. Town-sponsored events at venues not owned by the Town, inclusive of rental of the facility, and all other associated goods and services.
- g. Entertainment services for Town-sponsored events
- h. Purchase of groceries.
- i. Donation of goods and services from 50 I (C)(3) not-for-profit organizations
- j. Service on any of the Town Committees.
- k. Artistic Services.

Section 3. Authority and Duties of the Procurement Manager. The Town Manager shall have the authority to appoint a chief procurement officer who shall have authority for the implementation of procurement policies, procedures and the day-to-day management of procurement activities in accordance with the provisions of Florida Statutes applicable to local government entities, including but not limited to Florida Statutes §255 and §287, as may be

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amended from time to time and as further stated in this Ordinance, which shall include:

- a. Procure or supervise the procurement of all goods and services.
 - (1) Determine the best procurement methodology.
 - (2) Issues solicitations.
 - (3) Determine if solicitation responses are responsive and assist in the determination of responsibility.
 - (4) Manage the evaluation, selection and award process.
 - (5) Recommend the award of solicitations, except for solicitation where proposals are reviewed by an Evaluation Committee and the recommendation of award is provided by the Evaluation Committee.
 - (6) Recommend the renewal of contracts by the Town Manager.
 - (7) Assist in the development of specifications/Scope of Work and ensure, to the extent practical, that they are competitive.
- b. Development/implementation/administration of procurement policies and procedures, and operations manuals.
- c. Determine the methods of selection and appropriate contractual terms and conditions for each type of procurement.
- d. Sell, trade, exchange, or otherwise dispose of Town owned surplus or obsolete personal or capital property.
- e. Manage contract compliance including but not limited to contract performance, payment of subcontractors, and resolution of disputes, claims, and protests.
- f. Manage the evaluation vendor/contractor performance process in accordance with Section 15 of this Ordinance.
- g. Perform other duties as may be assigned or directed by the Town Manager or designee.

The Town Manager and Mayor retain sole authority to execute contracts, agreements, purchase orders, and change orders.

Section 4. Authority to Award. Approval authority is based on the value of the award and requirements for goods or services shall not be broken down into lesser amounts to avoid approval authority.

- a. Town Manager shall be authorized to award the following without submittal to the Town Council:
 - (1) Contracts for goods and services, excluding professional services, up to \$25,000 procured in accordance with the small purchase provisions of the Ordinance.

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- (2) Contract for professional services up to \$25,000.
- (3) Change Orders where the Town Council has authorized the Town Manager to expend additional budgeted funds, for the goods or services, at the time of the initial award; where it does not exceed the Town Manager's approval authority; and change orders not exceeding \$10,000.
- (4) Emergency procurements procured in accordance with the provisions of this Ordinance. All such purchases exceeding \$15,000 shall be reported to the Town Council within thirty (30) business days of such action.
- (5) Purchases made with the use of grant funds up to \$50,000.
- (6) Exercise contract options to renew where such authority has been delegated at the time of initial award approval by the Town Council, if required.
- (7) Reject all Submittals or waive any minor irregularities contained in the Submittals or in the solicitation process.

b. Town Council:

- (1) All contracts exceeding the Town Manager's authority
- (2) Change Orders in excess of the Town Manager's authority.
- (3) The Town Council may reject the Town Manager's recommendation of award and reject all Bids or Proposals.

Section 5. Procurement Methodology.

a. Small Purchases

- (1) Purchases not exceeding \$5,000 shall require, at a minimum, obtaining one (1) written quotation.
- (2) Purchases between \$5,000.01 and \$15,000 shall require issuing an RPQ to a minimum of three (3) Contractors or Vendors. Award will be made to the lowest responsive and responsible Bidder.
- (3) Purchases of professional services equal to or less than \$25,000 shall require, at a minimum, obtaining one (1) written quotation, unless otherwise stipulated by Florida Statute.

b. Competitively Sealed Procurements. Procurements in excess of \$15,000 shall require the use of competitive sealed bidding, except as otherwise provided in this Ordinance.

- (1) The solicitation documents will be made available on the Town's website. A newspaper advertisement may also be issued for the solicitation.
- (2) ITBs shall be awarded to the lowest responsive and responsible Bidder as

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determined by the Town Manager.

- (3) Competitive negotiations will be awarded to the Proposer providing the most advantageous Proposal to the Town, as determined by the Town Manager.
 - (4) RFPs and RFQs shall be awarded to the highest ranked firm, as determined by the Town Manager, except where the Town Manager determines that such award is not in the best interest of the Town or where the Town and the highest ranked proposer are not able to reach a mutual contractual agreement.
 - (5) Submittals will be received by the Town Clerk or designee. The Town Clerk or designee will open the Submittals at the stated time in the presence of the Procurement Manager or designee. The name of the Bidder or Proposer shall be read aloud and recorded in writing.
- c. Architectural and Engineering Services. All such services shall be procured in accordance with Florida Statute 287.055, which is also known as the "Consultant Competitive Negotiation Act" or "CCNA".
 - d. The Town Manager may request authorization from the Town Council to waive the requirements of this Section where the Town Manager has made a written recommendation where, based on specific circumstances, it is not practical to comply with the requirements of this Section for a specific solicitation(s).

Section 6. Emergency Procurements.

- a. The Town Manager may suspend all normal procurement procedures and requirements and authorize the emergency procurement of goods or services, using the most efficient and effective procurement methods, when there exists a clear and present danger to public health, safety, welfare, or other substantial loss to the Town. The Town Council shall be notified, after the fact, of such procurement in excess of \$25,000. Such notification shall include the basis for the emergency, the contractor's name, the amount and type of contract, and the number of the purchase order or contract, if any.
- b. Declared State of Emergency Procurements.
 - (1) In the event of or in anticipation of a natural disaster or catastrophic event, the Town Manager is authorized to declare a state of emergency for purchasing purposes and suspend all normal procurement procedures and requirements and authorize the emergency procurement of goods or services, using the most efficient and effective procurement methods.
 - (2) The Town Manager, or his designee, may request another municipality to

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purchase for the Town any needed emergency supplies, materials or equipment or the Town may purchase from another municipality any needed emergency supplies materials or equipment such municipality has available.

- (3) Purchases made during an emergency exceeding \$25,000 shall be reported by the Town Manager at the next regularly scheduled Town Council meeting with a full written report of the circumstances of the emergency.
- (4) Purchases made during an emergency, other than a declared federal emergency in excess \$50,000 shall be reported to the Town Council at the next regularly scheduled Town Council meeting together with a written report of the circumstances relating to the emergency. Purchases made during a declared federal emergency shall be consistent with 44 CFR 13.36.

Section 7. Contracts with other Public/Non-Profit Entities. The Town Manager may authorize the purchases 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. The Procurement Manager shall conduct a market analysis to determine that the pricing under the contract is the most advantageous procurement method available to the Town. Procurements in excess of \$25,000 shall require the approval of the Town Council.

Section 8. Single Source Procurement. Purchase of goods or services may occur without competition when the Town Manager makes a written determination that the required goods or services are available from only one source.

Section 9. Cooperative Procurement. The Procurement Manager may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods and services with one or more public entities. Cooperative procurement may include, but is not limited to, joint or multiparty contracts between public entities.

Section 10. On-Line Procurement. The Town, through the Procurement Manager, may engage in electronic on-line bidding to obtain competitive bids from Bidders for the purchase of goods or services where the Town Manager determines that electronic on-line bidding is more advantageous to the Town than other procurement methods.

Section 11. Donations/In-Kind Services. The Town Manager is authorized to accept donations and in-kind services up to an estimated value of \$25,000 on behalf of the Town. Donations/in-kind services in excess of \$25,000 shall require Town Council approval. The Town Manager shall be authorized to accept donations and in-kind services of any value from 501(c)(3)(s) and shall report

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such donations in excess of \$25,000 to the Town Council within thirty (30) business days of receipt.

Section 12. Sale or Disposal of Surplus/Obsolete Property. Any property owned by the Town which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be disposed of in accordance with the following procedures: The disposal of goods procured with grant, bond or loan proceeds shall be exempt from these procedures, where disposals of the goods from such proceeds must comply with the requirements of the funding source.

- a. The Town Manager may donate, sell or trade such property to non-profit organizations, or governmental/public entities without issuing a competitive solicitation where the value of such property does not exceed \$5,000. Donation of such property to non-profit organizations, or governmental/public entities without issuing a competitive solicitation where the value of such property exceeds \$5,000 shall require the prior written approval of the Town Council.
- b. For such property that is available for sale to a for-profit business or individual(s), or between the values of 5,000.01 and \$15,000 the Town Manager shall utilize the Small Purchase procedures and the award shall not be subject to Town Council approval.
- c. The sale of such property, valued in excess of \$15,000, may be disposed through a sealed competitive solicitation, auction, or on-line auction. Such sale shall be subject to the prior approval of the Town Council.

Section 13. Local Preference. ~~Local business, as defined in the Section 1 of the Ordinance, may be entitled to a preference, for competitive solicitations in excess of \$5,000, based on the following~~ Local businesses, as defined in Section 1 of this Ordinance, may apply for a preference for competitive solicitations in excess of \$5,000. Preference will be given if the Bidder/Proposer submits the Town's Local Preference Form and provides documentation that establishes the following:

- ~~a. Qualifications. A Bidder/Proposer having a business located within the boundaries of the Town from which goods or services will be furnished may be entitled to preference where it meets the following requirements:~~
 - (1) Bidder/Proposer ~~shall~~ possesses a current business tax receipt and certificate of use issued at least six (6) months prior to the issuance of the solicitation and affirms that services shall be provided solely from the place of business located in the Town of Miami Lakes; or
 - (2) At least ~~ten~~ forty percent (~~10%~~ 40%) of the Bidder's/Proposer's ~~workforce~~ ownership must reside in the Town prior to the issuance of the solicitation.

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~~Where the Bidder/Proposer has multiple places of business, the goods or services shall be provided solely from the place of business located in the Town of Miami Lakes.~~

The Bidder/Proposer seeking Local Preference shall have the burden of proof to demonstrate that it qualifies for preference. Failure to submit the Local Preference Form or the required supporting documentation with Bidder/Proposer's submittal shall result in a rejection of the request for Local Preference.

~~(3) Bidder/Proposer seeking Local Preference shall have the burden of proof to demonstrate that it qualifies for the preference. Bidder/Proposer must submit with its Bid/Proposal the Town's Local Preference Form ("Form"). Failure to provide the Form or a complete Form at the time of submission or provide additional information requested by the Town it deems necessary to determine eligibility shall result in rejection of the request for Local Preference.~~

a. Exemptions to Local Preference

- (1) Upon written justification of the Town Manager and approved by the Town Council for solicitations which are subject to award by the Town Council.
- (2) Procurement of goods/services which include funding from other entities that preclude the application of the Town's Local Preference.
- (3) Single Source, Emergency, Cooperative and On-Line Procurements as defined by this Ordinance.
- (4) Procurements exempt from the Procurement Code.

b. Preferences.

- (1) Awards Based Solely on Price. The lowest Bidder, who is entitled to preference under the Local Preference provisions of this Ordinance, who ~~i-s~~ within five percent (5%) of the lowest responsive and responsible Bidder ("Lowest Bidder"), who is not entitled to preference, and is determined to be responsive and responsible, shall be provided the opportunity to offer a price that must be at least five percent (5%) less than the Lowest Bidder. Such Bidder, upon providing written confirmation providing a price meeting this requirement shall be considered the lowest responsive and responsible Bidder.
- (2) All Other Awards Based Solely on Qualifications. A Proposer entitled to preference under the Local Preference provision of this Ordinance shall have an additional ~~five (5) points or~~ five percent (5%) of the total available points, ~~whichever is less,~~ added to its ~~total point~~ ranked point score received during the

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evaluation process.

- ~~(3) Awards Based on Qualifications and Price. In addition to the preference the Proposer may be entitled to under (2) above, the Proposer shall be entitled to an additional three (3) points or three percent (3%) of the total points allocated for the price components, whichever is less, added to its total point score received during the evaluation process.~~

Section 14. Tie Bids and Proposals. The Town Manager is authorized to determine the lowest responsive and responsible Bidder/Proposer where there is a tie in the Bid Price or the ranking of Proposers based on the following order of precedence:

- a. Drug Free Policy that complies with the requirements of Florida Statute 287.087.
- b. Local business with the greatest percentage of employees residing within the Town boundaries
- c. Prior work performance with the Town and other business factors, such as, financial stability, record of performance with other public entities

Section 15. Contract Administration.

- a. Day to Day Management. Departments shall be responsible for the day to day management of all contracts and the initial resolutions of performance related issues. All issues related to contract interpretation shall be handled by the Procurement Manager. Where the vendor's performance potentially places it in default of its contract the Department shall work with the Procurement Manager and the Procurement Manager shall notify the vendor in writing that its performance has placed it in potential default, and the Procurement Manager shall assist the Department Director in the resolution of the performance issues.
- b. Disputes. The Town Manager shall establish a procedure for the resolution of contract disputes, including applicable timelines, which provides provisions for the vendor to initially request a review and decision by the Procurement Manager, and then allow for an appeal of the Procurement Manager's decision to the Town Manager. The procedures shall mandate that this process must be followed prior to the vendor seeking relief through judicial means.
- c. Evaluations. The Town Manager shall establish a vendor performance evaluation program that will then be used in considering contract terminations, contract renewals, and future procurement awards.

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Section 16. Protests. The Procurement Manager shall establish written policies and procedures for protests of solicitations of \$15,000 or less. Protest and resolutions of a solicitation shall follow the following procedures for solicitations in excess of \$15,000:

a. Filing of Protest

- (1) The written protest must be filed with the Procurement Manager, with a copy to the Town Clerk, based on the following timeframes.
 - i. A prospective Bidder/Proposer who perceives that it is precluded from submitting a response to a solicitation due to the requirements of the solicitation, including the terms and conditions, specifications or drawings, may file a protest with the Procurement Manager. The protest shall be submitted to the Procurement Manager, with a copy to the Town Clerk, within four (4) business days after the solicitation is either posted on the Town's website or an announcement is placed in a newspaper, whichever is earlier.
 - ii. A prospective Bidder/Proposer who has Standing under the solicitation may protest the recommended award to the Procurement Manager. The protest shall be submitted to the Procurement Manager, with a copy to the Town Clerk, within four (4) business days after notice has been sent to the Bidder/Proposer of the Town Manager's or Procurement Manager's, as applicable, written recommendation of award. A time stamped copy of a facsimile transmission, delivery receipt by e-mail, proof of mailing by the postal service, or private delivery service shall constitute proof of notification.

A written protest received by the Procurement Manager after the stipulated timeframe shall not be considered.

- (2) The written protest cannot challenge the minimum qualifications, evaluation criteria or relative weight of assigned points, or the scoring of Submittals during the evaluation process based on the evaluation criteria.
- (3) The written protest shall state with specificity the facts and law upon which the protest is based, and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee(s) as provided below. This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the

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Procurement Manager at the time of filing the protest shall be permitted in the consideration of the written protest or any appeal thereof.

- b. *Authority to resolve protests.* The Procurement Manager shall have the authority to settle and resolve timely protests. During the evaluation of the protest the Procurement Manager shall have the authority to obtain written clarification of the supporting documentation and evidence from the party submitting the protest, hereinafter referred to as a "Protestor". The Procurement Manager shall have fifteen (15) business days to issue a written decision on the protest. A copy of the decision will be forwarded to the Protestor and filed with the Town Clerk.
- c. *Appeal of Procurement Manager's written decision.* The Protestor may appeal the Procurement Manager's written decision by filing a written request of appeal to the Town Manager, with a copy to the Town Clerk, within three (3) business days of notification of the Procurement Manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated in a(1)ii above. The Town Manager shall have fifteen (15) business days to issue a written decision on the protest, which shall be based on the pertinent documents and evidence submitted with the initial filing of the protest together with any clarifications obtained by the Procurement Manager. A copy of the decision will be forwarded to the Protestor and filed with the Town Clerk.
- d. *Appeal of Town Manager's written decision.* The Protestor may appeal the Town Manager's written decision to the Town Council by filing a written request for an appeal hearing to the Town Clerk, with a copy to the Town Manager, within three (3) business days of notification of the Town Manager's written decision. Such notification shall comply with the timeline and proof of delivery as stipulated in a(1)(ii) above. The following procedures shall apply for an appeal hearing to the Town Council:
 - (1) The appellant shall submit a written request that an appeal hearing be scheduled before the Town Council. The request must state the basis for the request, and demonstrate that the appellant has standing to bring the appeal. The basis for demonstrating standing in order to obtain an appeal hearing before the Town Council shall be limited to:
 - i. The decision does not follow established law or legal precedent.
 - ii. The decision was not based on the requirements of the solicitation.
 - iii. The decision was biased, arbitrary and/or capricious.
 - (2) The Town Clerk will place the request for an appeal hearing on the next

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available Town Council Agenda. Prior to the Town Council meeting the Town Manager shall provide to the Town Council a written overview of the facts of the solicitation together with the decision rendered by the Town Manager. The Town Council's decision at this meeting will be to determine if the appellant has Standing and there is sufficient merit for the Town Council to schedule an appeal hearing on the Town Council Agenda.

- (3) Where the Town Council determines that there is standing and sufficient merit, to hear the appeal, the Town Clerk shall schedule the appeal on the next available Town Council Agenda.
 - (4) The Town Manager will provide the Town Council with a detailed report of the solicitation, the specifics of the appellant's protest, and the details of the findings and determinations of the Procurement Manager and the Town Manager including any clarification material obtained in response to a request by the Town, prior to the appeal hearing by the Town Council. The appellant shall be provided the opportunity to make a presentation to the Town Council, which shall be limited solely to the facts and details included in the initial protest submittal and including any clarification material obtained in response to a request by the Town. The appellant shall be precluded from introducing any details, documents or information not included in the initial protest submittal except for any clarification material obtained in response to a request by the Town. The Town Council shall base its decision on the existing record and facts as set for hearing.
- e. *Compliance with Protest Procedures.* Failure to comply with the stipulated timeframes for submission of the Notice of Intent to file a protest or the written protest, together with the required documentation and evidence, and the filing fee(s) stipulated below shall constitute the forfeiture of the Protestor's right to protest. The Protestor shall not be entitled to seek judicial relief without first having followed and fully complied with the procedures and requirements set forth in this Section.
- f. *Costs and Filing Fees.*
- (1) Written Protest. The written protest must be accompanied by a filing fee in the form of a money order or cashier's check in the amount of \$100.00, where the value of award is estimated to be, or is less than \$15,000. For protests where the value of award is estimated to be, or is \$15,000 or greater the money order or cashier's check in amount equal to \$500.00 or 2% of the value of the

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Bid/Proposal, whichever is greater up to a maximum of \$2,500.

- (2) Appeal to the Town Manager. The written appeal to the Town Manager must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$100.00, where the value of award is estimated to be or is less than \$10,000. For appeals where the value of award is estimated to be, or is \$10,000 or greater, the money order or cashier's check in amount equal to \$500.00 or 2%, whichever is greater, up to a maximum of \$2,500.
 - (3) Appeal to the Town Council. The written request for an appeal to the Town Council must be accompanied by a filing fee in the form of a money order or cashier's check in the amount \$500.00, or 2%, whichever is greater, up to a maximum of \$2,500.
 - (4) Refund of Filing Fees. All costs resulting from a protest shall be borne by the Protestor. If a protest is upheld by either the Procurement Manager or Town Manager, as applicable, the filing fee shall be refunded to the Protestor less costs incurred by the Town. If the protest is denied or the request for an appeal hearing before the Town Council is denied, the filing fee shall be forfeited to the Town in lieu of payment of costs incurred by the Town.
 - (5) Changes to the Filing Fees. The Town may amend the filing fees from time to time upon approval of the Town Council through the budget process or by resolution.
- g. Stay of Procurement. Upon the receipt of a written protest, the Town shall not proceed further with the solicitation pending resolution of the protest, unless the Town Manager issues a written determination that the solicitation process must continue to protect public safety, health, welfare, or the loss of funding.

Section 17. Suspension and Debarment. The Town Manager shall, after written notice to a business or individual having a contract with or seeking to do business with the Town, have the authority to suspend or debar such Vendor, Contractor, individual, or company from receiving award of contracts from the Town.

a. Suspension.

- (1) The Town Manager may, after consultation with the Procurement Manager and Town Attorney, suspend a Bidder/Proposer from receiving award of contracts where the Town Manager believes there is probable cause for debarment. Such suspension shall remain in effect pending a determination on debarment. The

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maximum period for a suspension shall not exceed six (6) months.

- (2) The Town Manager may, after consultation with the Procurement Manager and Town Attorney, suspend a Bidder/Proposer from receiving award of contracts where the Town Manager deems that the basis for the action warrants a period not to exceed one year.
- b. Debarment. The Town Manager may, after consultation with the Procurement Manager and Town Attorney, debar a business or individual from receiving award of contracts for a period of not more than five (5) years. The basis for debarment includes, but is not limited to:
- (1) Conviction for obtaining or attempting to obtain a public or private contract through fraudulent means.
 - (2) Conviction of financial crimes or other offenses indicating a lack of business integrity.
 - (3) Default on a Town or other public entity contract.
 - (4) Repeated failure to perform in accordance with the requirements of Town contract(s), where the failure to perform diminished the quality of the goods or services received by the Town and the Town's documentation clearly reflects the vendor has been notified of their failure(s) to perform, the Vendor has been provided the opportunity(ies) to correct its performance, and has failed to do so.
 - (5) Collusion in obtaining or attempting to obtain a Town contract.
 - (6) Refusal to perform under a Town Contract.
 - (7) Repeated failure to provide insurance or bonds to the Town where required for the award of a contract or required to be maintained by a Town contract.
 - (8) Businesses that are owned by or employ an individual that has been debarred by the Town.
 - (9) Businesses and individuals debarred by other public or governmental entities.
 - (10) Any other reason deemed serious enough by the Town Manager to justify debarment.
- c. Documentation of Debarment or Suspension. The Town Manager shall provide a written document stating the basis for the debarment or suspension which shall be forwarded to the business or individual who has been debarred or suspended, with a copy provided to the Town Clerk. Proof of delivery shall be as stated in Section 16(a)(1)(ii). The letter shall also state that the action taken can be appealed to the Town Manager for reconsideration.

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- d. Appeal. The business or individual who has been debarred or suspended may submit an appeal once during the term of the debarment or suspension. The appeal must include all documentation to demonstrate that the Town Manager's decision was incorrect, there were mitigating circumstances, or that the business or individual has taken corrective action of a nature that the Town Manager should re-consider the debarment or suspension. Based on the appeal, the Town Manager shall issue a written decision to the appellant, with a copy to the Town Clerk, either denying the appeal, modifying, or terminating the term of the debarment or suspension. Proof of deli very shall be as stated in Section 16 (a)(1)(ii). A business or individual shall only be entitled to one appeal during the term of the debarment of suspension. Any business or individual debarred or suspended may not seek judicial relief without first seeking appeal from the Town Manager.

END

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Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all necessary actions to implement the Town of Miami Lakes, Procurement Ordinance.

Section 4. Repeal of Conflicting Provisions. All provisions of the Code of the term Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Inclusion in the Code. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made part of the Code of Miami Lakes, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intentions and that the word "ordinance" may be changed to "article", or other appropriate word

Section 7. Effective Date. This Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice-Mayor Tony Lama	_____
Councilmember Timothy Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

PASSED AND ADOPTED on first reading this ____ day of _____, 2017

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on second reading. The motion was seconded by Councilmember _____, and upon being put to a vote, the vote was as follows:

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Mayor Manny Cid _____
Vice-Mayor Tony Lama _____
Councilmember Timothy Daubert _____
Councilmember Luis Collazo _____
Councilmember Ceasar Mestre _____
Councilmember Frank Mingo _____
Councilmember Nelson Rodriguez _____

PASSED AND ADOPTED on second reading this _____ day of _____, 2017.

Manny Cid
Mayor

Attest:

Gina Inguanzo
Town Clerk

Approve as to Form and Legal Sufficiency:

Raul Gastessi, Jr.
Town Attorney

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Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Senior Village FLUM Amendment

Date: March 7, 2017

Recommendation:

It is recommended that the Town Council defer the request to the April 18, 2017 Regular Council Hearing. The applicant is requesting to change the Future Land Use Map (FLUM) of an approximate 9.45 acre property from Industrial Office to Medium-High Residential (36 units to the Acre) in order to allow for the residential component of the development of the "Senior Village".

Background:



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Senior Village Rezoning

Date: March 7, 2017

Recommendation:

It is recommended that the Town Council defer the request to the April 18, 2017 Regular Council Hearing. The applicant is requesting to rezone an approximate 9.45 acre property from IU-C (Industrial Use Conditional) to RM-36 (Residential Multifamily 36 units to the Acre). The project is intended to provide for the residential component in the development of the "Senior Village."

Background:



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager

Subject: Temporary Moratorium on the medical marijuana dispensaries and treatment facilities.

Date: March 7, 2017

Recommendation:

It is recommended that the Town institute a 6-month moratorium on the establishment of marijuana dispensing organizations and medical marijuana treatment centers within the Town in order to consider and weigh the changes to the Land Development needed to appropriately comply with recent changes to State law.

Background:

This item was heard and read into the record on First Reading on February 7, 2017, by the Town Council. On February 21, 2017, the Planning and Zoning Board, acting in their capacity as the Town's Local Planning Agency, heard the item and voted 4-0 recommending adoption of the ordinance to this Council. The remainder of this memorandum is as it was originally submitted at First Reading on February 7, 2017.

On November 8, 2016, Florida voters approved Amendment 2, titled "Use of Marijuana for Debilitating Medical Conditions"; which fully legalized the medical use of marijuana throughout the State for individuals with specified "debilitating" conditions, and authorized cultivation, processing, distribution, and sale of marijuana and related activities by licensed "Medical Marijuana Treatment Centers".

Pursuant to Section 381.986(8) of the Florida Statutes, a municipality may determine by ordinance the criteria for the number and location of, and other permitting requirements that do not conflict with state law for dispensing facilities of dispensing organizations located within its municipal boundaries and since the Town's Land Development Regulations do not

currently contain provisions for the regulation of marijuana dispensing organizations and marijuana treatment centers, a moratorium would allow time for appropriate legislation to be drafted, considered, and adopted to address these new uses. The attached ordinance would impose a 6-month moratorium on the establishment of marijuana dispensing organizations and marijuana treatment centers with the Town.

Many jurisdictions across Florida have adopted, or are in the process of adopting, moratoria on this issue in order to similarly comply with State Statutes.

Attachments:

Cannabis Ordinance 2nd Reading

ORDINANCE NO. 17-_____

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, ESTABLISHING A TEMPORARY MORATORIUM ON THE PROCESSING, ISSUANCE, OR APPROVAL OF ANY DEVELOPMENT ORDER, INCLUDING BY NOT LIMITED TO, BUILDING PERMITS, CERTIFICATES OF USE, SITE PLANS, VARIANCES, CONDITIONAL USES, OR LAND USE MODIFICATIONS FOR CANNABIS DISPENSARIES OR MARIJUANA TREATMENT CENTERS FOR A PERIOD OF ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF ADOPTION OF THIS ORDINANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR THE GEOGRAPHIC AREA COVERED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature in 2014 enacted a Low-THC and Medical Cannabis Law, titled the “Compassionate Medical Cannabis Act of 2014” (codified as Section 381.986, Florida Statutes) (“Act”) which, among other provisions, authorized a limited number of large nurseries to cultivate, process, transport and dispense non-euphoric, low THC cannabis and operate as “Dispensing Organizations” for individuals with certain, specified, serious ailments; and

WHEREAS, the Florida Legislature in 2016 amended the Compassionate Medical Cannabis Act (Section 381.986, Florida Statutes) to include the use of full strength “medical marijuana” for eligible patients with terminal conditions; and

WHEREAS, the 2016 Amendment to Section 381.986, Florida Statutes, expanded the type of marijuana available to eligible patients beyond low THC cannabis to include all types of marijuana, and the statutory amendment has been codified and has become effective in the State of Florida; and

WHEREAS, on November 8, 2016, Florida’s voters voted in favor of an amendment to the Florida Constitution, titled “Use of Marijuana for Debilitating Medical Conditions” (“Amendment 2”); and

WHEREAS, Amendment 2 fully legalizes the medical use of marijuana throughout the State of Florida for those individuals with specified debilitating conditions, and authorized the cultivation processing, distribution and sale of marijuana and related activities by licensed “Medical Marijuana Treatment Centers”; and

WHEREAS, Section 381.986(8)(b), Florida Statutes, provides that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or rules of the Florida Department of Health, may be established by local ordinance; and

WHEREAS, Section 166.021(3), Florida Statutes, states that the governing body of each municipality within the state has the power to enact legislation concerning any subject matter upon which the state legislature may act, except when expressly prohibited by law; and

WHEREAS, Florida laws relating to the cultivation, production, and dispensing of low THC-cannabis and medical marijuana products are likely to be modified as of the result of Amendment 2 – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities without reasonable regulations; and

WHEREAS, the purpose of this ordinance is to place a temporary moratorium on the issuance of any development orders, including but not limited to: building permits, certificates of uses, site plans, variances, conditional uses, or land use modifications permitting the establishment, siting and operations of any new cannabis dispensing facilities and medical marijuana treatment centers, and to afford the Town the time reasonably necessary to evaluate any potential impact that may arise from such uses and to prepare appropriate development standards, as permitted by State Statutes, within its Land Development Code; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency for the Town pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, on February 21, 2017 the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with Section 163.3174, Florida Statutes and has reviewed and recommends approval of this temporary moratorium; and

WHEREAS, the Town of Miami Lakes Council finds that the temporary moratorium imposed by this ordinance is for a reasonable duration appropriate to provide the town the time necessary to investigate the impacts of such facilities, and if necessary, to promulgate reasonable regulations relating thereto ; and

WHEREAS, the Town of Miami Lakes Council hereby finds that this ordinance is in the best interest of the public health, safety and welfare of the Town.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTS THE FOLLOWING ORDINANCE.

Section 1. Findings of Fact. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

Section 2. Definitions. For purposes of this ordinance, the following words terms and phrases, including their respective derivatives have the following meanings:

- a. *Cannabis* means all parts of any plant of the genus *Cannabis*, whether growing or not; the seeds thereof; the resin extracted from any part of the plant and every compound, manufacture, salt derivative, mixture or preparation of the plant or its seeds or resin. Also known as marijuana.
- b. *Cannabis Dispensary* means an establishment where the cultivation of the cannabis plant, sale of the cannabis plant, sale of any part of the cannabis plant, including its flowers and any derivative product of the cannabis plant, including low-THC cannabis, is dispensed at retail.
- c. *Derivative Product* means any form of cannabis suitable for routes of administration.
- d. *Low-THC Cannabis* means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin that is dispensed only from a dispensing organization approved by the Florida Department of Health pursuant to Section 381.986, Florida Statutes.
- e. *Low-THC Cannabis Dispensary* means an establishment where Low-THC Cannabis is dispensed at retail.
- f. *Medical Cannabis* means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in s. 499.0295.
- g. *Medical Marijuana Treatment Center* means business entities that cultivate, process, and dispense cannabis for medicinal purposes to qualified patients.

Section 3. – Temporary Moratorium. Beginning on the effective date of this ordinance and continuing through One Hundred Eighty (180) days from the effective date, or sooner if provided pursuant to section 4 of this ordinance, a moratorium is hereby imposed on the issuance of any development orders, including but not limited to building permits, certificates of uses, site plans, variances, conditional uses, or land use modifications permitting the establishment, siting and operations of any new Cannabis Dispensing Facilities and Medical Marijuana Treatment Centers. During the moratorium, it shall be unlawful and a violation of this ordinance for any person, firm, or corporation to open or cause to be opened any Cannabis Dispensary, Low-THC Cannabis Dispensary or Medical Marijuana Treatment Facilities within the Town of Miami Lakes.

Section 4. - Expiration of the Temporary Moratorium. This Ordinance shall remain in effect for one hundred eighty (180) days from effective date hereof, unless earlier rescinded, repealed, or extended by Resolution of the Town Council.

Section 5. – Recommendation for Land Development Regulations. The planning official is hereby directed to study, develop, and recommend land development regulations for Cannabis Dispensaries, Low-THC Cannabis Dispensaries and Medical Marijuana treatment facilities in the Town of Miami Lakes, with such recommendation being delivered to the Town of Miami Lakes Council prior to the expiration of this ordinance.

Section 6. - Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without invalid provision or application and to this end the provisions of this ordinance are severable.

Section 7. - Effective date. This Ordinance shall become effective immediately upon its adoption on second reading.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 17th day of January, 2017.

THIS SPACE INTENTIONALLY LEFT BLANK

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Alex Rey, Town Manager and Raul Gastesi, Esq., Town Attorney

Subject: Cell Tower Moratorium in the right-of-way

Date: March 7, 2017

Recommendation:

It is recommended that the Town institute a 6-month moratorium on the approval of any development orders, including but not limited to building permits, site plan approvals, variances or conditional uses, involving the installation of telecommunication equipment in the public rights-of-way in order to consider and weigh the changes to the Land Development Code needed to suitably accommodate these facilities within Town boundaries while complying with recently enacted Florida Statutes and Federal Laws regarding such equipment.

Background:

This item was heard and read into the record on First Reading on February 7, 2017, by the Town Council. On February 21, 2017, the Planning and Zoning Board, acting in their capacity as the Town's Local Planning Agency, heard the item and voted 4-0 recommending adoption of the ordinance to this Council. The remainder of this memorandum is as it was originally submitted at First Reading on February 7, 2017.

The siting of wireless telecommunication facilities is regulated by the federal government through the Telecommunications Act of 1996, the State of Florida through § 365.172, Florida Statutes, as recently amended, and various sections of the Town of Miami Lakes Land Development Code including Sec. 35-27. The Telecommunications Act of 1996 provides that state and local governments may not unreasonably discriminate among otherwise equivalent wireless providers, nor may they effectively prohibit wireless services. With the advancement of new technologies in wireless communications are emerging, such as Distributed Antenna Systems (DAS) and small cell systems, it becomes incumbent upon the town to consider

appropriate development standards to guide the siting of such facilities and equipment.

Because of these new and emerging technologies and changes in State Statutes, other cities and counties in Florida are imposing, or are considering the imposition of, a temporary moratorium on the approval of development orders relating to the placement of wireless communications facilities in the public rights-of-way. The desire is provide their respective staff sufficient time to study the issues and develop appropriate siting standards. The time period set for the temporary moratorium typically varies from six months to eighteen months.

The Town is receiving requests to place communication towers and/or facilities in public rights-of-way in order to improve wireless connectivity and coverage. The Towns current standards require review and possibly adjustment to ensure they comply with amended Florida Statues prior to consideration of any application for new facilities.

Attachments:

Cell Tower Moratorium 2nd Reading

ORDINANCE NO. 17-

AN ORDINANCE OF THE TOWN OF MIAMI LAKES FLORIDA, IMPOSING A TEMPORARY MORATORIUM UPON ISSUANCE ANY DEVELOPMENT ORDERS, INCLUDING BUT NOT LIMITED TO BUILDING PERMITS, CERTIFICATES OF USES, VARIANCES, SITE PLANS, CONDITIONAL USES, OR SPECIAL EXCEPTIONS, PERTAINING TO THE INSTALLATION OR SITING OF ANY "TELECOMMUNICATIONS TOWERS", AS MAY BE DEFINED BY FEDERAL LAW, OR ANY "NEW WIRELESS PERSONAL TELECOMMUNICATIONS SERVICES TOWER," "TOWER," OR "DISTRIBUTED ANTENNA SYSTEM," AS DEFINED BELOW OR ANY OTHER COMMUNICATIONS FACILITIES WHOLLY CONTAINED OR MOUNTED ON A SINGLE STAND ALONE TOWER, AS MAY BE CONTEMPLATED BY SECTION 337.401, FLORIDA STATUTES; SUCH MORATORIUM BEING EFFECTIVE FOR ANY PUBLIC RIGHTS-OF-WAY WITHIN THE JURISDICTION OF THE TOWN OF MIAMI LAKES, FLORIDA UNDER THE FLORIDA TRANSPORTATION CODE PROVIDING FOR DEFINITIONS; PROVIDING FOR INTERPRETATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, with the enactment of the Telecommunications Act of 1996 ("Act"), the Act prevents the Town from adopting local regulations in response to perceived or real fears of radio frequency emissions once such facilities comply with Federal Communications Commission ("FCC") Regulations, in that the Act provides:

No state or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions; and

WHEREAS, the Act prevents the Town from unreasonably discriminating against providers of functionally equivalent services, such that when the Town allows communications distribution facilities (antennae) or Distributed Antenna Systems wholly contained or mounted on a single, stand-alone tower, or wireless personal telecommunications services antennae towers, within the Town's public rights-of-way, it must formulate reasonable nondiscriminatory rules and policies that are applicable to all such similar facilities; and

WHEREAS, the State of Florida has adopted legislation, presently codified as § 365.172, Fla. Stat (2016) (herein the "Emergency Communications Number E911 Act") which is designed to facilitate E-911 Service Implementation for the wireless personal telecommunications industry, by expediting certain co-location requests and otherwise limiting a municipality's authority to regulate the installation of wireless telecommunications towers and antennae arrays; and

WHEREAS, pursuant to Florida Statute § 365.172(13), the Emergency Communications Number E-911 Act does not prevent a municipality from managing its public rights-of-way and provides in pertinent part:

“Further, notwithstanding anything in this section to the contrary, this subsection does not apply to or control a local government's action as a property or structure owner in the use of any property or structure owned by such entity for the placement, construction, or modification of wireless communications facilities. In the use of property or structures owned by the local government, however a local government may not use its regulatory authority so as to avoid compliance with, or in a manner that does not advance, the provisions of this subsection.”
§ 365.172 (13), Fla. Stat (2016); and

WHEREAS, the State of Florida has adopted legislation, presently codified as § 337.401, Fla. Stat. (2016) (herein the "Right Of Way Regulatory Laws") which is designed to promote the expansion of the wireless personal telecommunications industry, by confirming a municipality's authority to adopt and enforce reasonable, non-discriminatory rules and regulations which apply to the installation of utilities facilities in public rights-of-way, in stating:

“Because of the unique circumstances applicable to providers of communications services, and the fact that federal and state law require the nondiscriminatory treatment of providers of telecommunications services, and because of the desire to promote competition among providers of communications services, it is the intent of the Legislature that municipalities and counties treat providers of communications services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way. Rules or regulations imposed by a municipality or county relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way must be generally applicable to all providers of communications services and, notwithstanding any other law, may not require a provider of communications services to apply for or enter into an individual license, franchise or other agreement with the municipality or county as a

condition of placing or maintaining communications facilities in its roads or rights-of-way.”

§ 337.401 (3) (a), Fla. Stat. (2016); and

WHEREAS, the expansion of personal wireless communications has included not only "traditional" large towers ("Traditional Towers"), but recently the use of new smaller tower "microcell" technologies such as Distributed Antenna Systems Networks or DAS Networks ("DAS"); and

WHEREAS, the Town has become aware that providers of Traditional Towers desire to begin installation of new tower facilities within the Town's public rights-of-way; and

WHEREAS; the Town has become aware that DAS Networks desire to begin installations of new tower facilities within the Town's public rights-of-way; and

WHEREAS, these new technologies may require improvements that have not been contemplated by the Town in the management and control of the Town's public rights-of-way and lawful competing uses thereof which need to be weighed and balanced with safety and aesthetic interests in mind; and

WHEREAS, on an increasing basis, public safety officials are becoming alarmed at the dangers of distracted driving caused in part by the use of personal wireless communications technology in the transportation context resulting in the adoption of the Florida Ban on Texting While Driving Law, § 316.305, Fla. Stat. (2016) preventing or limiting the use; therefore, allowing a new technology principally designed to serve right-of-way's users and an immediate surrounding area (which immediate surrounding area likely already has access to alternative forms of communications) could well be viewed as inconsistent with the interest of transportation public safety; and

WHEREAS, the Town Council and Staff have noted the potential for rapid deployment of such telecommunications towers, wireless personal telecommunications service tower, Traditional Towers, towers and DAS (hereinafter in these recitals, "Telecommunications Towers") and the need for time to review, consider, and modify the processes for adoption and implementation of regulations pertaining to the deployment of such telecommunications towers and to evaluate the extent that the existing regulations are effectively regulating the deployment of such telecommunications towers; and

WHEREAS, there is a need to review and revise the Town's Land Development Code ("LDC") to address the potential safety and security concerns that placement and installation of Telecommunications Towers can create; and

WHEREAS, in order to provide sufficient time for Town Staff to review and proposed necessary changes to its LDC, a One Hundred Eighty (180) day moratorium on the issuance of any development orders, including but not limited to building permits, certificates of use, site plans, variances, or conditional uses, for wireless communications facilities in the Town's public rights-of-way or public land is reasonable time frame to complete the process and ensure uniform application of the final ordinance; and

WHEREAS, the Federal Communication Commission's Intergovernmental Advisory Committee states that such a moratorium with a clearly defined time limit can provide benefits, including provide for the orderly handling of requests for siting these facilities in the public rights-of-way; and

WHEREAS, a six (6) month, or one hundred and eighty (180) day moratorium has been upheld by the Federal Courts in *Sprint Spectrum v. Town of Medina*, 924 F.Supp. 1036 (W.D. Wash. 1996); and

WHEREAS, the purpose of this Ordinance is to undertake a thorough analysis of the Town's regulation of telecommunications towers consistent with State and Federal Laws and developing a comprehensive strategy with regard thereto; and

WHEREAS, the Town Council appointed the Planning and Zoning Board as the Local Planning Agency for the Town pursuant to §163.3174, Florida Statutes; and

WHEREAS, on February 21, 2017 the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, acted in accordance with state law, and in specific compliance with § 163.3174, Florida Statutes and has reviewed and recommends approval of this temporary moratorium; and

WHEREAS, the scope of this Ordinance is purposefully designed to be narrowly tailored as it only affects new wireless communications facilities and/or tower/facility locations (as distinguished from colocations) in the Town's public rights-of-way applications; therefore the temporary moratorium adopted hereby will not: (i) prevent or affect applications for colocation of antenna arrays on existing telecommunications towers which have antenna arrays anywhere in the Town in accordance with § 365.172 (13), Fla. Stat. (2016), (ii) affect applications to install new telecommunications towers on private property, or (iii) affect any new telecommunications tower applications for any building site owned by the Town of Miami Lakes, Miami-Dade County, the State of Florida, or the United States of America or any of their respective agencies or districts; and shall preclude enforcement of Chapter 104, of the Town's Code as it relates to new applications within the Rights-of-Way of the Town, as same shall be evaluated by the Town

over the One Hundred and Eighty (180) day moratorium.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, ADOPTS THE FOLLOWING ORDINANCE:

Section 1. Findings of Fact. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this ordinance.

Section 2. – Definitions. The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Antenna means a device capable of transmitting or receiving electromagnetic signals.

Town means the Town of Miami Lakes, Florida.

Collocation means the situation when a second or subsequent wireless provider uses an existing structure to locate a second or subsequent antenna. The term includes ground, platform, or roof installation of equipment enclosures, cabinets, or buildings, and cables, brackets, and other equipment associated with the location and operation of the antenna or antennae for the purpose of providing wireless service.

Distributed Antenna System or DAS means a network of spatially separated antenna nodes, connected to a common source by way of a transport medium that provides wireless services, including wireless personal telecommunications service, within a limited geographic area. The term DAS as used herein is limited to outdoor installations and excludes indoor installations.

Public Rights-of-Way means the surface, the airspace above the surface and the area below the surface of any public street, highway, road, boulevard, concourse, driveway, freeway, thoroughfare, parkway, sidewalk, court, lane, way, drive, circle, or any other property for which the Town is the authority that has jurisdiction and control over the transportation corridor pursuant to the Florida Transportation Code, including roads transferred to the Town in accordance with § 335.0415, Fla. Stat. (2014). Public Rights-of-Way shall not include any real or personal Town property except as described above and shall not include Town buildings, fixtures, or other structures or improvements, regardless of whether they are situated in the public rights-of-way.

Tower means any structure designed primarily to support a wireless provider's antenna or antennae.

Utility Pole means any pole that is used to support power, telephone or other communications service wires, including monopoles or antennae.

Wireless Communications Facility means any equipment or facility used to provide support for service and may include, but is not limited to Distributed Antenna Systems, wireless personal telecommunications service antenna or antennae, antenna or antennae towers, equipment enclosures, cabling, antenna brackets, and other similar equipment. Placing a wireless communications facility on an existing structure does not cause the existing structure to become a wireless communications facility.

Wireless Personal Telecommunications Service Antenna Tower means a monopole or lattice structure, of free standing or guyed design, to support or contain one (1) or more wireless personal telecommunications service antenna and their appurtenances.

Wireless Personal Telecommunications Service Antenna shall mean an antenna used in the provision of over the air wireless personal telecommunications services.

Section 3. – Temporary Moratorium. A temporary moratorium is hereby established and imposed upon the issuance of any development orders, including but not limited to building permits, certificates of uses, site plans, variances, conditional uses, or land use modifications permitting the establishment, siting and operations of any applications for the installation of or siting of any new "Wireless Personal Telecommunications Services Tower," facility, or any "Tower" as defined by § 365.172, Fla. Stat. (2016), or any communications distributions facilities (antennae) wholly contained or mounted on a new single, standalone tower in any of the Town's Public Rights-of-Way.

Section 4. Exemptions. The temporary moratorium will not: (i) prevent or affect applications for co-location of antenna arrays on existing telecommunications towers which have antenna arrays anywhere in the Town in accordance with § 365.172 (13), Fla. Stat. (2016), (ii) affect applications to install new telecommunications towers on private property, or (iii) affect any new telecommunications tower applications for any building site owned by the Town of Miami Lakes, Miami-Dade County, the State of Florida, or the United States of America or any of their respective agencies or districts; and shall preclude enforcement of Chapter 104, of the Town's Code as it relates to new applications within the Rights-of-Way of the Town.

Section 5. – Interpretation. This Ordinance is to be liberally construed to accomplish its objectives.

Section 6. - Expiration of the Temporary Moratorium. This Ordinance shall remain in effect for One Hundred Eighty (180) days from effective date hereof, unless earlier rescinded, repealed by Ordinance or extended by Resolution of the Town Council.

Section 7. - Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without invalid provision or application and to this end the provisions of this ordinance are severable.

Section 8. - Effective date. This Ordinance shall become effective immediately upon its adoption on second reading.

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this 17th day of January, 2017.

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SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council

From: Alex Rey, Town Manager

Subject: Purchase of Park Benches, Trash Receptacles, and Tables - Piggyback Contract 2017-28

Date: March 7, 2017

Recommendation:

It is recommended that the Town piggyback the University of Wisconsin Contract No. 17-5290 for the purchase of Benches, Trash Receptacles and Tables in the amount not to exceed budgeted funds from Graber Manufacturing, Inc. d/b/a Madrax ("Madrax").

Background:

In the Town's ongoing efforts to meet the standards set forth in the Beautification Master Plan and to create a more uniform appearance, the Town desires to purchase new benches, trash receptacles and picnic tables for its ninety two (92) Mini-Parks and two (2) athletic parks. The plan is to remove park furniture that is identified to be in poor condition and replacing it with new black steel park furniture similar to the new benches and receptacles at Picnic Park West and Youth Center consistent with our Beautification Master Plan. This total estimated project cost for complete furniture replacement is \$175,000 and will be initiated this year as \$50,000 is allocated for this purpose in the Town's Capital Fund. The remaining installations will be completed through a phased approach as funding becomes available.

Prior to issuing a solicitation for these items staff researched available contracts that could be accessed through a piggyback in accordance with our Procurement Code. Staff identified a contract awarded by the University of Wisconsin to Madrax that provides a twenty-three percent (23%) discount of their catalogue price list. The price quoted by Madrax includes delivery.

To ensure we are obtaining a fair and competitive pricing, staff conducted research to obtain

costs from alternative sources in the marketplace. Based on this research we were able to identify that the Town will save between a minimum of 27.5%, without factoring in the additional cost of shipping that would be charged by the other companies.

Attachments:

Resolution

Contract

RESOLUTION NO. 17-

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PURCHASE OF NEW PARK BENCHES, TRASH RECEPTACLES, AND TABLES; AUTHORIZING THE TOWN MANAGER TO UTILIZE THE UNIVERSITY OF WISCONSIN-MADISON CONTRACT #17-5290 WITH GRABER MANUFACTURING, INC. PURSUANT TO SECTION 7 OF ORDINANCE 12-142 (THE TOWN'S PROCUREMENT ORDINANCE); AUTHORIZING THE TOWN MANAGER TO EXECUTE AND IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 12-142 (“the Town’s Procurement Ordinance”) allows the Town Manager to request authorization from Town Council the purchase of goods and services from state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement pricing; and

WHEREAS, in order to meet the standards, set forth in the Town of Miami Lakes (“Town”) master beautification plan, and in order to create a more uniform look, the Town desires to purchase new benches, receptacles and picnic tables for its 92 mini parks and 2 athletic parks (“Park Amenities”); and

WHEREAS, prior to issuing a solicitation for these items Town staff researched available contracts that could be accessed through a piggyback in accordance with our Procurement Code; and

WHEREAS, in order to ensure that the Town was obtaining a fair and competitive pricing, staff conducted research from alternative sources in the marketplace; and

WHEREAS, Town staff has identified a contract award by the University of Wisconsin to Grabber Manufacturing, Inc. “Madrax” that provides a 23% discount from their catalogue price list, including delivery; and

WHEREAS, the total price for the purchase of the Park Amenities is \$175,000.00 which will be phased with an initial outlay of \$50,000.00; and

WHEREAS, the Town Manager recommends the Town piggy back the University of Wisconsin Contract No. 17-5290 for the purchase of park amenities in the amount of \$175,000.00 which will be phased with an initial outlay of \$50,000.00; and

WHEREAS, the Town Council approves of the Town Manager’s recommendation, authorizes the Town Manager to piggy back the University of Wisconsin Contract No. 17-5290 for the purchase of park amenities in the amount of \$175,000.00 which will be phased with an initial outlay of \$50,000.00.

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

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

Section 2. Approval of the Contract with Graber Manufacturing, a/k/a “Madrax”. The Town Council hereby approves to piggy back the University of Wisconsin Contract No. 17-5290 for the purchase of Benches, Trash Receptacles, and Tables.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the

terms and conditions the University of Wisconsin Contract No. 17-5290, piggyback for purchases of Benches, Trash Receptacles, and Tables, from Grabber Manufacturing, Inc.

Section 4. Execution of the Contract. The Town Manager is authorized to execute any document necessary to effectuate the piggyback of University of Wisconsin Contract No. 17-5290; and

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds in the amount of \$175,000.00.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this 7th day of March 2017.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Tony Lama	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Nelson Rodriguez	_____
Councilmember Frank Mingo	_____
Councilmember Ceasar Mestre	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Agreement

I. Parties

This Agreement, 2017-28 is made this 23 day of February 2017, by and between **GRABER MANUFACTURING INC. ("Contractor")**, located at 1080 Uniek Drive Waunakee, WI 53597 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 Contractor for the purchase of Park Benches, Trash Receptacles, and Picnic Tables in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said equipment to the Town in accordance with its contract with University of Wisconsin-Madison, contract no. 17-5290, dated November 29, 2016, 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 Contractor, in accordance with the terms of the University of Wisconsin-Madison contract, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of equipment to the Town in accordance with the terms of the above referenced University of Wisconsin-Madison contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the University of Wisconsin-Madison contract:

CONTRACT NUMBER

The Town of Miami Lakes' Park Furniture Contract will be referenced as Contract #2017-28.

EFFECTIVE DATE

Month February Day 23 of 2017

6601 Main Street • Miami Lakes, Florida, 33014

Office: (305) 364-6100 • Fax: (305) 558-8511

Website: www.miamilakes-fl.gov



SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods 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)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- 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. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

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

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

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.



REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Specialist
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

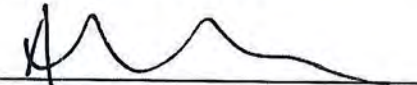
Project Manager: Tony Lopez or Designee, Chief of Operations
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

The point of contact for **Graber Manufacturing Inc.** shall be:

Name: Andrea K. Clausen email: aclausen@madrax.com
Title: Direct Sales Manager phone: 800-448-7931

Graber Manufacturing Inc.

Town of Miami Lakes


Signature

Alex Rey, Town Manager

Andrea K. Clausen
Name (Print)

Direct Sales Manager
Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, GRABER MANUFACTURING INC. ("VENDOR") 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 the Direct Sales Manager
(type title of officer)

Andrea K. Clausen, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the 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 23 day of February, 2017.

Tracy Graber
Corporate Secretary

(Corporate Seal)



Exhibit "A"
University of Wisconsin-Madison
Contract No. 17-5290

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



November 3, 2016

Attn: Andrea Clausen
Graber Manufacturing Inc.
1080 Uniek Drive
Waunakee, WI 53597

SUBJECT: RFB NO. 17-5290 for Architectural & Outdoor Products

Dear Vendor:

The University is awarding a contract to **Graber Manufacturing, Inc.**, subject to receipt by the University of the following document:

One signed and dated original copy of the contract.

By signing the attached contract and returning the document to this office via U.S. mail (21 N. Park Street, Suite 6101, Madison, WI 53715-1218), fax [608-262-4467] or e-mail [crescent.kringle@wisc.edu], one copy, as accepted and executed by University, will be returned for your file.

Failure to furnish this document by **November 8, 2016** may result in cancellation of further contract award consideration. If you are unable to meet this date or if you have questions, please contact me at 608-262-5321 or e-mail (crescent.kringle@wisc.edu).

Sincerely,

Crescent Kringle

Crescent Kringle
Procurement Specialist (Senior)

KGL/Lq2

PURCHASING SERVICES

University of Wisconsin-Madison • 21 N Park St, Suite 6101 • Madison, WI 53715 1218
608/262-5321 • (Fax) 608/262-4467 • www.bussvc.wisc.edu • crescent.kringle@wisc.edu

November 3, 2016

CONTRACT

CONTRACT NO.: 17-5290

COMMODITY OR SERVICE: Architectural & Outdoor Products

PERIOD OF CONTRACT: November 1, 2016 through October 31, 2017 with automatic renewal extensions to October 31, 2021, unless amended, cancelled or rebid.

This Agreement is entered into between the University of Wisconsin-Madison (hereinafter called "University") and **Graber Manufacturing, Inc.**

Whereas the University issued a Request for Bid (RFB) dated September 21, 2016; and

Whereas the University wishes to award a contract pursuant to that process; and

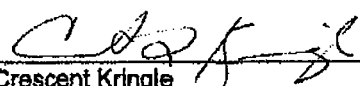
Whereas **Graber Manufacturing, Inc.** wishes to provide product and services requested in the RFB;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, **Graber Manufacturing, Inc.** and the University do hereby agree as follows:

1. **Graber Manufacturing, Inc.** agrees to supply such commodity or service in accordance with the terms, conditions, and specifications of the RFB, including appendices and amendments, and **Graber Manufacturing, Inc.**'s response (Response). The RFB and Response are incorporated and made a part of this contract.
2. The terms of this agreement shall follow this order of precedence:
 - The specific terms and conditions stated herein.
 - Original Request for Bid (RFB) Number 17-5290, including appendices/amendments.
 - Contractor's response to RFB.
 - Official Purchase Order (when applicable).
3. This Agreement may be amended only by written agreement of the parties.

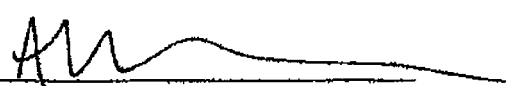
FOR: UNIVERSITY OF WISCONSIN-MADISON

FOR: Graber Manufacturing Inc.
1080 Uniek Drive
Waunakee, WI 53597


Crescent Kringle

Procurement Specialist (Senior)
TITLE

DATE: 11/8/16

BY: 

TITLE: Direct Sales Manager

DATE: 11/8/16

17-5290
RFB NO.



November 3, 2016

Attn. Andrea Clausen
Graber Manufacturing Inc.
1080 Uniek Drive
Waunakee, WI 53597

SUBJECT: RFB NO. 17-5290 for Architectural & Outdoor Products

Dear Vendor:

After careful review, the University is awarding this procurement to the vendors listed below:

Vendor	Manufacturer	Door Delivery	Installed
Clarus Glassboards	Clarus Glassboards	X	X
Creative Business Interiors	Buzzispace	X	X
	Thomas Steele		X
Ekitta	Ekitta	X	X
Gerber Leisure Products, Inc.	Gerber Manufacturing	X	
	Dumor	X	
Graber Manufacturing, Inc.	Madrax	X	
	Thomas Steele	X	
Hauser Industries	Hauser Industries	X	X
Landscape Forms, Inc.	Landscape Forms	X	
Max-R	Max-R	X	
Norix Group, Inc.	Norix Group, Inc. (*Outdoor products only*)	X	X
Urban Evolutions, Inc.	Urban Evolutions	X	X
Via Seating	Via Seating	X	X
Wausau Tile, Inc.	Wausau Tile	X	
Wieland Designs	Sixinch	X	X

A contract for signature by an authorized representative of your organization is attached.

If you have any questions, please feel free to contact me at 608-262-5321 or e-mail (crescent.kringle@wisc.edu).

Sincerely,

Crescent Kringle

Crescent Kringle
Procurement Specialist (Senior)

KGL/lq2

PURCHASING SERVICES

University of Wisconsin-Madison • 21 N Park St, Suite 6101 • Madison, WI 53715 1218
608/262-5321 • (Fax) 608/262-4467 • www.bussvc.wisc.edu • crescent.kringle@wisc.edu

University of Wisconsin - Madison

REQUEST FOR BID

AGENT: Crescent Kringle

Questions regarding this bid – see Section 3.1

THIS IS NOT AN ORDER

For Submittal of Bid Instructions – see Section #1.

OFFICIAL SEALED

CONTRACT NUMBER: 17-5290

ISSUE DATE: 9/21/16

DUE DATE: 10/12/16 2:00 PM CDT

Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the UW-Madison Purchasing Services.

Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible.

The bid abstract will be on file and is open to public inspection only after award determination has been made.

If **NO BID** (check here) ☐ and return.

Architectural and Outdoor Products and Furniture, Including Waste and Recycling Containers

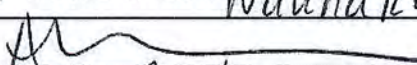
for the period November 1, 2016 through October 31, 2017. It will be automatically renewed for four additional one-year terms.

The current contract may be viewed at <http://www.bussvc.wisc.edu/purch/contract/wp5290.html>.

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Purchasing Services bid document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid.

By submitting a bid, the bidder certifies that no relationship exists between the bidder and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such bidder and another person or firm that constitutes a Conflict of Interest. Further, bidder certifies that no employee of the University whose duties relate to this request for bid assisted the bidder in preparing the bid in any way other than in his or her official capacity and scope of employment.

The Bidder certifies by submission of the bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

COMPANY NAME:	Graber Manufacturing, Inc. d.b.a. Madrax+		
COMPANY STREET ADDRESS:	1080 Unick Drive. Thomas Steele		
COMPANY CITY, STATE & ZIP:	Wauwatosa, WI 53597		
SIGNATURE:			DATE: 10/12/16
TYPE OR PRINT NAME:	Andrea K. Clausen		
TITLE:	Direct Sales Manager		
TELEPHONE NUMBER:	800 448-7931	FAX NUMBER:	608 849-1081
EMAIL ADDRESS:	aclausen@madrax.com andrea@thomasteele.com		
FEIN NUMBER:	#39-1660461	DUNS #:	61-971-7341

Amendment # 1 ✓

University of Wisconsin - Madison

REQUEST FOR BID

AGENT: Crescent Kringle

THIS IS NOT AN ORDER

Questions regarding this bid – see Section 3.1

For Submittal of Bid Instructions – see Section #1.

OFFICIAL SEALED

Bid prices and terms shall be firm for sixty (60) days from the date of bid opening, unless otherwise specified in this Request for Bid by the UW-Madison Purchasing Services.

CONTRACT NUMBER: 17-5290

ISSUE DATE: 09/30/16

Unless otherwise noted, public openings will be on the date and time specified. Award(s), if any, will be made as soon thereafter as possible.

DUE DATE: 10/12/16 2:00 PM CDT

If NO BID (check here) ☐ and return.

The bid abstract will be on file and is open to public inspection only after award determination has been made.

17-5290 / AMENDMENT #1 / ARCHITECTURAL & OUTDOOR PRODUCTS AND FURNITURE, WASTE AND RECYCLING CONTAINERS

Amendment #1 issued to answer questions received from bidders and update Attachment B. Changes are highlighted - please replace Pages 19 and 20 of 29.

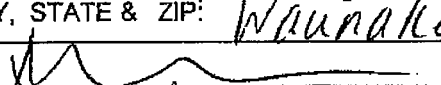
If this amendment is not returned, it shall be assumed your original bid meets all conditions of the amendment.

All other terms and conditions remain the same. Please revise and submit your bid accordingly.

In signing this bid, we have read and fully understand and agree to all terms, conditions and specifications and acknowledge that the UW-Madison Purchasing Services bid document on file shall be the controlling document for any resulting contract. We certify that we have not, either directly or indirectly, entered into any contract or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor or potential competitor; that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor; that the stated statement is accurate under penalty of perjury. I certify that the information I have provided in this bid is true and I understand that any false, misleading or missing information may disqualify the bid.

By submitting a bid, the bidder certifies that no relationship exists between the bidder and the University that interferes with fair competition or is a Conflict of Interest, and no relationship exists between such bidder and another person or firm that constitutes a Conflict of Interest. Further, bidder certifies that no employee of the University whose duties relate to this request for bid assisted the bidder in preparing the bid in any way other than in his or her official capacity and scope of employment.

The Bidder certifies by submission of the bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

COMPANY NAME:	Graber Manufacturing, Inc. (t.b.a. Madrax +		
COMPANY STREET ADDRESS:	1080 Unitek Drive. Thomas Steele		
COMPANY CITY, STATE & ZIP:	Wausaukee, WI 53597		
SIGNATURE:			DATE: 10/12/16
TYPE OR PRINT NAME:	Thomas Steele		
TITLE:	Direct Sales Manager		
TELEPHONE NUMBER:	800 448-7931	FAX NUMBER:	608 849-1081
EMAIL ADDRESS:	aclausen@madrax.com andrea@thomasteele.com		
FEIN NUMBER:	#39-1660461	DUNS #:	61-971-7341

Lead 10/12/16 A.C.

**AMENDMENT #1
QUESTIONS AND ANSWERS FOR 17-5290
(ARCHITECTURAL & OUTDOOR PRODUCTS AND FURNITURE, WASTE AND RECYCLING CONTAINERS)**

- Q1** We received the request to bid on this upcoming project. I was wondering if you were able to send me the specs to University of Wisconsin – Madison?
- A1** This bid is not for a specific project and does not include specific specifications. The contract resulting from this bid is designed to offer users a variety of manufacturers and distributors from which they can purchase architectural components, outdoor products and furniture and/or waste and recycling containers. The manufacturers identified on the itemized bid list (Attachment B) are anticipated for possible use for upcoming projects on the University of Wisconsin-Madison campus. See Section 6.1 (page 15 of 29) regarding alternate bids, Section 3.7 Method of Bid, and Section 3.8 Method of Award.
- Q2** I have the Request for Bid for the above-referenced contract, and am wondering where I can find the furniture specifications.
- A2** See A1.
- Q3** Is this my chance to get on contract?
- A3** The term of the contract resulting from this bid will be for one year, and will be automatically renewed for four additional one-year terms. Bidders may offer an alternate/additional manufacturer believed to be an equal to those listed. The University will be the sole judge of equivalent acceptability between Bidders responses. See Section 6.1 (page 15 of 29).
- Q4** I am interested in bidding on the above mentioned project, however, I cannot find the specifications for the products desired. Please advise where I can find the item specifications so that I might bid on them.
- A4** See A1.
- Q5** I wanted to get back to you and let you know that this Bid package (RFB) is something that should be forwarded to and completed by the dealerships bidding. If [our] product is on an RFQ, each individual dealership will request pricing with discounting from me or from Customer Service. We would provide warranty information at that time as well.
- A5** For this bid, bidders may be manufacturers who will bid and sell to the University directly, may be manufacturers who will bid and then identify their distributors under a "subcontracting" situation or may be distributors who will bid the contract on their own behalf. See Section 3.7.3.
- Q6** Was this supposed to come to me? I read through the entire document & am not sure what is required of me.
- A6** See A1.
- Q7** It was brought to my attention that this bid encompasses a product category (Code 42064 Lounge Furniture, Wood) that seems well suited for [our product]. Before [our] management begins to complete the bid response, I just want to confirm that you are also confident that [our product] is an ideal fit with this #17-5290 bid product categories.
- A7** Bidders may offer an alternate/additional manufacturer believed to be an equal to those listed. The University will be the sole judge of equivalent acceptability between Bidders responses. See Section 6.1 (page 15 of 29).
- Q8** With regard to Request For Bid 17-5290 Architectural and Outdoor Products and Furniture, Including Waste And Recycling Containers, we would like to determine whether we are qualified to submit a response. As the specifications list includes only manufacturers, and not product specifications, we are wondering if this bid is for contractors/installers only. We are a manufacturer and would like to offer our products, but do not have on-site service or install capability. Are on-site service and installation an absolute requirement? If not, are you able to provide specifications for the waste and recycling containers required?
- A8** See A1, A5 and A7. See Section 5.2 regarding delivery and installation. The University is aware some manufacturers may not offer installation services or distributors who provide these services. Bidders should indicate on the Itemized Bid List (Attachment B) whether or not an installed discount is available.

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INTRODUCTION

SECTION #1: SUBMITTAL INSTRUCTIONS

BIDS MUST BE DELIVERED TO:

Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218.

NUMBER OF COPIES TO BE SUBMITTED:

Two (2) hard copies of the completed bids, including the signed original, may be mailed, delivered by Bidder, or by a third-party/courier service **in a sealed envelope or package with the RFB number on the outside**. Bids must be received and date/time stamped prior to 2:00 p.m. CST/CDT on the stated bid due date. Bids not so date/time stamped shall be considered late. **Late bids shall be rejected.**

RETAIN A COPY OF YOUR BID RESPONSE FOR YOUR FILES

If hand delivering to Purchasing Services, please come to the 6th Floor Reception Desk in Suite 6101 and call 608-262-1526 for assistance.

Bids may be dropped off at Purchasing Services, 21 N. Park Street, Suite 6101, Madison, WI 53715-1218, between the hours of 7:00 AM and 4:00 PM **prior** to the due date and time.

If faxing or e-mailing, the University will accept completed bids **faxed to (608) 262-4467** or **e-mailed to bids@bussvc.wisc.edu**, provided (i) they are date/time stamped prior to 2:00 p.m. CDT on the stated bid due date.

Submitting a bid to any other e-mail address than bids@bussvc.wisc.edu does not constitute receipt of a valid bid by Purchasing Services. Proof of transmission doesn't constitute proof of receipt. E-mail submissions **must** be a scanned copy of the document with ACTUAL signatures and initials (**not typed or electronic signatures**), or those pages that require signatures and/or initials must be signed and returned via fax (608-262-4467) and should be received prior to 2:00 p.m. CST/CDT on the stated due date.

VENDOR NOTE: FOR THE PURPOSES OF THE RETURN ADDRESS LABEL, IF THE ADDRESS IS THE SAME AS YOU LISTED ON THE REQUEST FOR BID FORM – YOU DO NOT NEED TO FILL OUT THE RETURN ADDRESS LABEL.

RETURN ADDRESS LABEL:

Below is a label that can be taped to the outside of your sealed bid response. If returning your bid response by mail or in person, please fill out the information and tape to the outside of your bid package.

OFFICIAL SEALED BID	
NUMBER: 17-5290	
DUE DATE: 10/12/16	TIME: 2:00 PM CDT
SHIP FROM: <i>Wauwatosa, WI 53597</i>	
VENDOR NAME HERE: <i>Graber Manufacturing Inc.</i>	
ADDRESS: <i>A.B.A. Madrox + Thomas Steele</i> <i>1080 Union Drive</i> <i>Wauwatosa, WI 53597</i>	
SHIP TO:	
UNIVERSITY OF WISCONSIN-MADISON	
PURCHASING SERVICES	
21 N PARK ST, SUITE 6101	
MADISON, WI 53715-1218	

1.1 BID RESPONSE REQUIREMENTS:

In order for your bid to be considered, the following forms/information must be completed and submitted as part of your bid response. Failure to provide these forms/information with your bid submittal may disqualify your bid.

1. Request for Bid Form (**signed**)
2. Bidder Response Sheet (including attachments as requested on Bidder Response Sheet) (Attachment A)
3. Specifications, descriptive brochure and detail for the item(s) bid (Section 6) and Itemized Bid List (Attachment B)
4. Vendor Information Sheet (Attachment C)
5. Client Reference List (Attachment D)
6. Dealer Information (if applicable) (Attachment F)

SECTION #2: GENERAL INFORMATION

Conditions of bid which include the word "must" or "shall" describe a mandatory requirement. All specifications are defined as mandatory minimum requirements unless otherwise stated. If no bidder is able to comply with a given specification, condition of bid or provide a specific item/service on the Itemized Bid List, Purchasing reserves the right to delete that specification, condition of bid or item without having to complete the bid process again. **FAILURE TO MEET A MANDATORY REQUIREMENT SHALL DISQUALIFY YOUR BID. This contract bid document and the awarded bidder's (Contractor's) response information shall become the Contract.**

2.1 Purpose:

The University of Wisconsin-Madison, hereinafter referred to as the "University", through its Purchasing Services Department, hereinafter referred to as "Purchasing," requests bids for the purchase of Architectural and Outdoor Products and Furniture, Including Waste and Recycling Containers.

All University of Wisconsin-Madison departments must be eligible to purchase from this contract.

Scope:

This contract is designed to offer users a variety of manufacturers and distributors from which they can purchase architectural components, outdoor products and furniture and/or waste and recycling containers. The manufacturers identified are anticipated for possible use for upcoming projects on the University of Wisconsin-Madison campus.

See Specifications (Section 6 and Attachment B) and/or Itemized Bid List (Attachment C) for the minimum acceptable specifications for items/services desired. The estimated item quantities identified on the Itemized Bid List are for bid purposes only. The University does not guarantee to purchase any specific quantity or dollar amount. This Contract must not be construed as mandatory upon any University campus, State agency or municipality. The University reserves the right to issue separate bids when deemed in the best interest of the University.

NOTE: The University of Wisconsin Madison is currently completing design and construction for a variety of campus buildings, both new and renovated. It has been determined and is anticipated that the University may purchase products from manufacturers identified. The manufacturers listed have been chosen based on research completed by staff regarding product availability, performance, quality and unique features offered.

2.2 Definitions:

The following definitions are used throughout this document:

Agent means UW Madison Purchasing Agent responsible for this Request for Bid. Full contact information can be found in Section 3.1.

Bidder means a firm submitting a bid in response to this Request for Bid.

Contractor means successful Bidder awarded the bid.

Department means UW-Madison Department.

DVB means Disabled Veteran-Owned Business.

MBE means Minority Business Enterprise.

Purchasing means the Purchasing Services Department in the Division of Business Services responsible for the procurement of goods and services on UW-Madison campus, located at 21 N. Park St., Madison, WI 53715.

Purchasing card means State credit card.

RFB means Request for Bid.

State means State of Wisconsin.

University and UW both mean University of Wisconsin-Madison.

WBE means Woman-Owned Business Enterprise.

2.3 VendorNet Registration:

Registration on the State of Wisconsin's VendorNet System (<http://vendornet.state.wi.us>) is available free of charge to all businesses and organizations that want to sell to the state. Registration allows a vendor to:

- 2.3.1 Register for a bidders list for commodities/services that the vendor wants to sell to the state.
- 2.3.2 Receive an automatic e-mail notification each time a state agency, including the University of Wisconsin System campuses, posts a Request for Bid (RFB) or a Request for Proposal (RFP) with an estimated value over \$50,000 in their designated commodity/service area(s).
- 2.3.3 Receive an e-mail notification of addendums/amendments relative to the RFB or RFP.

2.4 Orders:

Under this contract, Specific order(s), Contract blanket order(s), or Purchasing Card orders (defined below) may be issued to the Contractor(s). Bidder should identify method by which you will accept orders against this contract (e.g. e-mail, fax, internet, mail, phone, etc.).

- 2.4.1 Specific order(s): issued as one-time orders.
- 2.4.2 Contract blanket order(s): issued for a specified period of time, to allow departmental personnel to issue releases against the Contract blanket order(s) as needed.
- 2.4.3 Purchasing Card order(s): issued as one-time order(s).

2.5 Electronic Commerce/Online Ordering:

Customers of this contract may want to take advantage of electronic ordering and "E-Commerce" opportunities that may be offered by the Contractor. All electronic orders shall receive contract pricing and/or discounts.

2.6 Campus Delivery Requirements:

- 2.6.1 Delivery of orders shall be made to University departments five days per week, Monday through Friday, during normal University business hours.
- 2.6.2 The University of Wisconsin-Madison no longer permits access to trucks over 30 ft. in length on several designated streets on this campus. The exceptions are trucks necessary for the delivery or pick up of perishable commodities, private construction vehicles, vehicles carrying radioactive materials, and campus service vehicles. For specific policy language, a campus map and restrictions, see the University Transportation Services website at http://transportation.wisc.edu/resources/large_truck.aspx.
- 2.6.3 This contract requires that Contractor deliver goods to the stated delivery address in accordance with the 30' truck policy referenced in Section 2.6.2 above. Any unique delivery arrangements must be pre-approved by contacting the ordering department or Material Distribution Services (MDS) at (608) 497-4432. MDS reserves the right to charge Contractor reasonable material handling fees for any deliveries they make for the Contractor.

2.7 Parking:

University parking is very limited. Each Contractor and/or Contractor employee(s) shall make their own arrangements for parking through UW Transportation Services at 610 N. Walnut Street, WARF Building Room #120, Madison, WI 53726 (608) 263-6667. No additional Contractor costs will be allowed for parking fees or violations. Unauthorized vehicles parking in University lots or loading docks without permits will be ticketed and/or towed.

2.8 Promotional Materials/Endorsements:

Contractor agrees that they will not use any promotional or marketing material which states expressly or implies that the University *endorses* either the Contractor or any party related to the Contractor or this Contract.

2.9 Supplier Diversity

2.9.1 Minority Business Enterprise Program (MBE)

The State of Wisconsin is committed to the promotion of minority business in the state's purchasing program and a goal of placing 5% of its total purchasing dollars with certified minority businesses. Authority for this program is found in ss. 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes. The University of Wisconsin-Madison is committed to the promotion of minority business in the state's purchasing program.

The State of Wisconsin policy provides that Wisconsin Certified minority-owned business enterprises should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to minority-owned business enterprises or by using such enterprises to provide goods and services incidental to this agreement, with a goal of awarding at least 5% of the contract price to such enterprises.

The supplier/contractor may be requested to provide information about its purchases from Wisconsin certified MBEs.

A listing of certified minority businesses, as well as the services and commodities they provide, is available from the Department of Administration, Office of the Minority Business Program, 608/267-7806. To view all MBE firms go to <https://wisdp.wi.gov/search.aspx> select the MBE box and click search.

2.9.2 Woman Owned Business (WBE)

The State of Wisconsin is committed to the promotion of Woman-Owned Businesses as outlined in 560.035, Wisconsin Statutes.

The State of Wisconsin policy provides that Woman-Owned Businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Woman-Owned Businesses or by using such businesses to provide goods and services incidental to this agreement.

2.9.3 Disabled Veteran Owned Business (DVB)

The State of Wisconsin policy provides that Disabled Veteran-Owned businesses certified by the Wisconsin Department of Commerce should have the maximum opportunity to participate in the performance of its contracts. The supplier/contractor is strongly urged to use due diligence to further this policy by awarding subcontracts to Disabled Veteran-Owned businesses or by using such enterprises to provide goods and services incidental to this agreement.

SECTION #3: RFB PROCESS INSTRUCTIONS

3.1 Clarifications and/or Revisions through Designated Contact:

All communications and/or questions in regard to this request should be in writing and must reference the bid number. Bidders are encouraged to FAX or e-mail written questions to the Agent. Verbal questions, when permitted, must be directed to the Agent.

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFB, they have **five (5)** business days after the bid issue date and time to notify, in writing, the Agent at the address shown below of such error and request modification or clarification of the RFB document.

ADMINISTRATIVE:

Crescent Kringle
UW Purchasing
21 N Park St, Suite 6101
Madison, WI 53715-1218
E-mail: crescent.kringle@wisc.edu
PHONE 608/262-5321 -- FAX 608/262-4467

If a Bidder fails to notify the Purchasing Office of an error in the RFB document which is known to the Bidder, or which should have reasonably been known to the Bidder, then the Bidder shall submit a bid response at the Bidder's risk and if awarded a contract, shall not be entitled to additional compensation or delivery or installation time by reason of the error or its later correction.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFB, supplements or revisions will be posted on <http://vendornet.state.wi.us>) and publicnotices.wi.gov.

Any contact with University employees concerning this RFB are prohibited, except as authorized by the RFB manager during the period from date of release of the RFB until the notice of award is released. Contacting anyone other than the Designated Contact(s) above may disqualify your RFB.

3.2 Applicable Dates:

Date	Event
September 21, 2016	Date of Issue of the RFB
September 28, 2016	Written questions due
October 12, 2016 -- 2:00 PM CDT	RFB Due Date (Local Madison Time)
November 1, 2016	Contract Term Begins

3.3 Term of Contract

The initial term of this contract shall be November 1, 2016, or date of award, through October 31, 2017. This contract will be automatically renewed for four additional one-year terms, unless Purchasing is notified, in writing, by the Contractor; or notifies the Contractor, in writing, 90 calendar days prior to expiration of the initial and/or succeeding Contract term(s).

3.4 Oral Presentations, Product Demonstrations and Site Visits (Pre Award)

The University, at its sole discretion, may require oral presentations, product demonstrations and/or vendor location site visits to-validate information submitted with the bids. Failure of a bidder to conduct a presentation on the date scheduled or allow an on-site/vendor site visit may result in rejection of the bid. These events cannot be used as an opportunity to alter bids submitted.

3.5 Proprietary Information:

Any information contained in the Bidder's response that is proprietary must be detailed separately on form DOA-3027. **Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains confidential, particularly if it becomes a significant consideration in contract award.** Information will only be kept confidential to the extent allowed by State of Wisconsin Public Disclosure Law (refer to Standard Terms and Conditions, Section 27.0). A copy of the form needed to designate portions of your submission as proprietary can be found at:
<http://vendornet.state.wi.us/vendornet/doaforms/doa-3027.doc>

3.6 Reasonable Accommodations:

The University will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If you think you need accommodations for your site visit, contact Agent.

3.7 Method of Bid:

Bidder must submit a bid in the form of a percent discount or percentage markup from the most current price list identified on the Itemized Bid List for each manufacturer. Bidder must identify current price list by title and date on the Itemized Bid List if the University has not identified it above.

3.7.1 In some instances the manufacturer identified is already providing items and products to the University and the "price list" available to that manufacturer may be limited to a small number of items. Offering a limited number of items is acceptable and bidders/manufacturers are encouraged to bid any and all items they are currently providing to the University to allow for future purchases.

3.7.2 If the price list includes more than one column, bidder must identify to which column the percent bid is applied or your bid for that manufacturer may be disqualified. If not identified by the bidder, the UW may use the highest priced column for award consideration.

The column identified shall be used as the basis for award and all subsequent orders unless a lower priced column is negotiated by the parties.

3.7.3 For this bid, bidders may be manufacturers who will bid and sell to the University directly, may be manufacturers who will bid and then identify their distributors under a "subcontracting" situation or may be distributors who will bid the contract on their own behalf. All of these options are acceptable.

3.8 Method of Award:

Award(s) shall be made on the basis of the highest percentage discount(s) bid or lowest percentage markup for each manufacturer identified on the Itemized Bid List. Bids that state the University shall guarantee a specific quantity or dollar amount will be disqualified.

Supplier Diversity Preferences

State of Wisconsin agencies may make awards to certified Minority Business Enterprise (MBE), or Disabled Veteran-Owned Business (DVB) firms submitting the lowest qualified bid when that qualified bid is not more than 5% higher than the apparent low bid or the proposal is no more than 5% lower than the apparent high point score. Authority for this program is found in ss. 16.75(3m)(b)2,3, 16.75(3m)(c)(4) and 560.0335(1)(b)(3), 15.107(2), 16.75(4), 16.75(5) and 560.036(2), Wisconsin Statutes.

Additional Award Criteria are as follows:

3.8.1 Volume discounts shall not be considered when determining award. However, they shall apply to orders issued on this contract.

3.8.2 It is intended that the entire award shall be to a single bidder for each manufacturer listed. However, to insure items/services meet the University's specifications and will be completed within the time required, the University may award a primary and secondary Contractor.

3.8.3 It is intended that one award per manufacturer shall be made on the specified manufacturer's item. Alternate items, if deemed equivalent by the University, may be awarded as additional product line(s).

3.8.4 In the event that a manufacturer is awarded the contract and names their distributors (independent contractors/subcontractors), the manufacturer may add additional distributors by requesting the addition on the manufacturer's letterhead. This request letter must include all contact information available for the distributor as was provided by the manufacturer with their original bid for all of the other distributors.

If a distributor is awarded the contract for a given manufacturer, additional distributors cannot be added for that manufacturer over the life of the contract.

3.9 Samples and Evaluation:

3.9.1 Bidder may be requested to submit a no-charge sample(s) upon request after bids are opened for bid evaluation purposes or verification of item/service bid.

3.9.2 Samples **should** be clearly labeled as "sample" and should be identified with the bidder's name, bid number, due date and bid item number.

3.9.3 Samples requested shall be delivered to the designated location no later than the date and time specified by the University.

3.9.4 Failure to deliver samples within time designated may disqualify your bid.

3.9.5 All samples provided by the Bidder(s) shall be evaluated by the University in an identical manner to determine whether the items/services bid conform with bid specifications.

3.9.6 Samples provided by the bidder and **NOT** meeting bid specifications shall be rejected and the bid submitted may be disqualified if the Bidder cannot provide a sample meeting specifications.

3.9.7 The Bidder shall be notified in writing by the University to pick up samples, at the bidders' expense, within 7 working days of date of such notification. Any samples not picked up in the designated time period shall be disposed of as the University sees fit.

SECTION #4: BIDDER QUALIFICATIONS

To be eligible for a Contract award, you must be qualified and able to provide the following as required or your bid will be disqualified (**respond on "Bidder Response Sheet".**)

4.1 Bidder Information:

Bidder must complete the attached Vendor Information Form (Attachment D) to identify designated contact people, to provide information regarding the size of the bidder's company, and other information as requested. All sections of this form must be completed. *VAC*

4.2 Bidder Experience:

Bidder (company or its principals) must be in the business of providing the item/service and must have done so for the past 3 years. *VAC*

4.3 Authorization:

Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer with service and repair capabilities for the item. On Bidder Response Sheet identify account number with manufacturer, as applicable.

4.4 Client List/References:

Bidder must supply with their bid a client list of three (3) firms to which similar items/services have been provided during the past three (3) years to a comparable sized institution or company (see Attachment E). If contacted, information received from those clients will be used to determine whether bidder can reasonably meet contract requirements and specifications. Client references may be used in the award consideration.

4.5 Fair Price Analysis:

Purchases made under this contract may require further fair price analysis. Bidders should identify on the Bidder Response Sheet the type of documentation they will provide (i.e. published price list, list of previous buyers, etc.) to allow the University to complete this analysis. The awarded Bidder will be required to provide this documentation prior to the order being issued.

4.6 Trademark:

Bidder must be able to be a UW-Madison Licensee for items bearing trademarks, logos or other symbols of the University in which the University has a proprietary, licensed or copyright interest.

4.7 Minimum Order:

Bids that require any minimum order quantity or dollar amount may be disqualified.

4.8 Debarment

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

SECTION #5: PERFORMANCE AND CONTRACT REQUIREMENTS

5.1 Firm Discounts or Percentage Markup:

- 5.1.1 Prices for the items listed on this contract shall be based on a firm discount or percentage markup from the price list identified on the Itemized Bid List. The percentage must remain firm during the initial and each succeeding contract term; or may be renegotiated by the University and the Contractor.

Contractor may offer better (higher) discounts due to general market conditions, larger projects, etc. The University reserves the right to conduct pricing exercises/quote requests to any or all of the Contractors available.

- 5.1.2 One (1) paper copies and/or one (1) CD/DVD/Flash Drive copies of the price list in searchable Excel, Word or PDF format should accompany your bid response. Referencing your website for pricing information is not sufficient. After award, Contractor must provide additional copies to Purchasing and University departments upon request.

In some instances, the manufacturer identified is already providing items and products to the University and the "price list" available to that manufacturer may be limited to a small number of items. Offering a limited number of items is acceptable and bidders/manufacturers are encouraged to bid any and all items they are currently providing to the University to allow for future purchases.

- 5.1.3 Should prices change during the contract term, it is the responsibility of the Contractor to submit a letter, referencing the contract number, and/or one (1) paper copies and/or one (1) CD/DVD/Flash Drive copies of the price list in searchable Excel, Word or PDF format of the new price list or revised portions, to Purchasing, 30 days prior to any price increases becoming effective. Proposed price increases are limited to fully documented cost increases submitted with the request. Invoices shall be audited using the most current price list on file in Purchasing on the date the order was placed. An acceptance of the price list change will be in the form of an amendment to the contract or a letter to the Contractor.

- 5.1.4 Price lists should be labeled with the contract number and lot(s) if applicable, to which they apply.

5.2 F.O.B.: All deliveries shall be FOB Destination and Installed. Delivery and installation charges and risk of loss shall be borne by the Contractor.

Items are to be installed at various locations, F.O.B. DESTINATION INSTALLED. Bid prices must include all packing, freight, insurance, set-up, instruction and operation manual charges, excluding any import/export costs. Items must be set in place connected to utilities as applicable, installed in the area designated by University personnel, demonstrated to be in operating condition, and approved by University personnel. All debris must be removed from the University premises and properly disposed of by the Contractor. Upon installation, all operating instructions and operating and maintenance manuals must be furnished to University personnel as identified.

Indicate on the Bidder Response Sheet the Country of Origin and Shipping Point.

For University Imports: See Section 5.3

Failure to bid FOB DESTINATION INSTALLED, delivery and installation charges and risk of loss borne by the Contractor in price may disqualify your bid.

-AND/OR-

5.2 On Site Service:

In carrying out the scope of this Contract, the Contractor shall be required to perform services on University property. Bidders cost must include all transportation charges.

5.3 University Imports:

Definitions:

Custom Charges/Fees: typically includes, but is not limited to, United States duties, if applicable; port of entry documentation fees; custom clearance fees; applicable tax; etc.

University Imports: When the University is the Importer of Record or has responsibilities for paying Custom Charges/Fees for products purchased directly from a foreign country.

Bids must include costs from bidder's door to port of destination and local delivery charges. Custom Charges/Fees should not be included in the bid price. The University will be responsible for determining Custom Charges/Fees from a University designated customs broker and adding the cost to the bid price. If these charges are identified in your bid, they will be deducted from your total bid price and the University's estimate added instead. This adjusted total cost will serve as the basis for award.

The University will be responsible for arranging the payment of all United States Custom Charges/Fees, if applicable. The awarded Contractor must use the University's contracted customs broker, as identified on the purchase order. Customs charges will not be paid to the awarded Bidder or anyone other than the University's designated customs broker under any circumstances, unless previously agreed to in writing by the University.

5.4 Requirements for Criminal Background Checks

Background Checks of Contractors

This contract is contingent upon Contractor supplying workers who have passed a criminal background check that includes a national criminal background check database demonstrating the worker has no convictions or pending criminal charges that are substantially related to the contracted-for activities or services, including but not limited to, those that would render the worker unsuitable for regular contact with children. Disqualifying convictions or charges include, but are not limited to, sexual offenses, violent offenses, and drug offenses.

If, in the course of providing services to the UW, Contractor (or its employee) observes an incident or threat of child abuse or neglect, or learns of an incident or threat of child abuse or neglect, and the Contractor (or its employee) has reasonable cause to believe that child abuse or neglect has occurred or will occur, Contractor must make a report of that abuse or neglect to law enforcement or to a county social service agency as provided in UW's Policy on Mandatory Reporting of Child Abuse and Neglect ("the Policy"). If the suspected child abuse or neglect involves an allegation against a UW employee or agent (e.g. student, volunteer, Contractor, etc.), or the incident or threat of child abuse or neglect occurred on the UW campus or during a UW-sponsored activity, the Contractor shall also report to the UW Police Department or UW's Office for Equity and Diversity.

5.5 Timeliness of Delivery:

Delivery is desired as soon as possible after receipt of an order. State on the Bidder Response Sheet when delivery can be made. Timeliness of delivery may be used in evaluation for bid award.

The Contractor is required to notify the ordering department of any back order, discontinuation of item(s) or other delays in shipping within 48 hours of receipt of order or release against existing order(s).

5.6 Item Return Policy:

Contractor should provide for return of items ordered in error for up to 30 calendar days from receipt with the University paying only the return shipping costs. Bidder should indicate in detail on the Bidder Response Sheet their company's return policy.

5.7 Additional Items/Services:

Similar items/services may be added to this Contract provided it was mutually agreeable to both Purchasing Services and the Contractor. Scope of work and pricing (including discounts) must be consistent with the current contract items/services.

5.8 Invoicing Requirements:

Invoices for Purchase Orders:

5.8.1 Contractor must agree that all invoices and purchasing card charges shall reflect the discounts and net prices established for the items/services on this contract for all orders placed even though the contract number and/or correct prices may not be referenced on each order or at time of purchasing card order.

The University must meet a statutory mandate to pay or reject invoices within 30 days of receipt of properly submitted invoices by University Accounts Payable. Before payment is made, Accounts Payable must verify that all invoiced charges are correct per this Contract. Only properly submitted invoices will be officially processed for payment. The Prompt Payment Policy requires that your invoices be clear and complete and in conformity with the list below and **must be itemized** showing:

- Contractor name
- remit to address
- purchase order number
- release number if given
- date of order/release
- item manufacturer's name or abbreviation (if applicable)
- complete item description including catalog, model and/or stock number(s) identical to those stated in bid
- prices per the Contract

At the discretion of Purchasing, invoices not reflecting the correct discount or net prices may be short paid or disputed.

The original invoice must be sent to University Accounts Payable, 21 N Park St, Suite 5301, Madison, WI 53715-1218 unless the customer identifies and establishes a different bill-to location.

Purchasing Card:

Order confirmation shall contain the same detail as listed in Section 5.9.1 and should be sent to the address given at the time of the order is placed.

Any fees charged for use of the University's purchasing card program are not allowed.

5.9 Payment Terms

Payment will not be made until the item/service is determined to meet all specifications and has been accepted by the University of Wisconsin-Madison. The University will pay the Contractor Net 30 days as accepted by the University.

5.10 Shipments, Duplicates and Overshipments:

Upon notification by the University of a duplicated order or overshipment, the items identified must be removed at the Contractor's expense. If the duplicated or overshipment items are not removed within 30 days of written notification, the University reserves the right to dispose of them as its own property and shall not be held liable for any cost for the items.

5.11 Training:

If requested, Contractor must provide personnel with instructions on set-up and operation of the items at no charge to the customer. Training requirements will be negotiated with the Contractor if not specified in the bid specifications.

5.12 Insurance:

The Contractor shall maintain insurance levels as required in Standard Terms and Conditions, Section 22.0. A certificate of insurance must be provided upon award.

The Contractor shall add: "The Board of Regents of the University of Wisconsin System, its officers, employees" and agents as an 'additional insured' under the commercial general, automobile (and Contractor's) liability policies. The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

5.13 Performance Meetings

The Account Representative and/or Contract Administrator must be available to meet as required with the University's Contract Administrator to evaluate contract implementation and performance and to identify continuous improvement.

5.14 Subcontracting:

- 5.14.1 Any Contract resulting from this bid shall not be, in whole or in part, subcontracted, assigned, or otherwise transferred to any Subcontractor without prior written approval by Purchasing. Upon request Contractor must provide Subcontractor's complete contact information including EIN# (TIN#, SS#) and signed W-9 form.
- 5.14.2 The Contractor shall be directly responsible for any subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job. University reserves the right to assess Contractor damages in excess of the contract amount for Subcontractor's failure to perform or inability to complete required project milestones.
- 5.14.3 Subcontractors must abide by all terms and conditions under this Contract.
- 5.14.4 If Subcontractors are to be used, the Contractor must clearly explain their participation, deliverables, and project milestones prior to commencing work.

5.15 Activity Reports:

Contractor must be able to report on an annual basis all items/services purchased against this contract during the designated report period, including but not limited to:

- date of order/release
- item manufacturer's name or abbreviation (if applicable)
- complete item description including catalog, model and/or stock number(s) identical to those stated in bid
- prices per the Contract

5.16 Contract Termination:

- 5.16.1 The University may terminate the Contract at any time, **without cause**, by providing 30 days written notice to the Contractor. If the Contract is so terminated, the University is liable only for payments for products provided or services performed, to the extent that any actual direct costs have been incurred by the Contractor pursuant to fulfilling the contract. The University will be obligated to pay such expenses up to the date of the termination.
- 5.16.2 Shall either party **fail to perform** under the terms of this Contract; the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 15 calendar days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Contract **immediately**. Performance failure can be defined as but not limited to: repeated late or non-delivery, improper substitution of product, failure to resolve delivery/installation problems, consistent backorders, failure to return communication requests in a timely manner, or failure to provide any of the Terms, Conditions or Specifications.
- 5.16.3 If at any time the Contractor performance **threatens the health and/or safety** of the University, its staff, students or others who may be on campus, the University has the right to cancel and terminate the Contract without notice.
- 5.16.4 Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in Standard Terms and Conditions, Section 22.0, the University has the right to cancel and terminate the Contract without notice.

5.16.5 If at any time a petition in **bankruptcy** shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, the University has the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this contract by giving 10 calendar days notice in writing of such termination.

5.16.6 All notices of performance failure must be submitted in writing to Purchasing, 21 N Park St, Suite 6101, Madison, WI 53715-1218. Purchasing shall be final authority for all performance failure determinations not resolved through the ordering department.

5.17 Other Eligible Purchasers:

U.W. System campuses, State of Wisconsin agencies and Wisconsin municipalities.

A Wisconsin municipality is defined by Wisconsin Statute 16.70(8) to include counties, cities, villages, towns, school boards, sewage, drainage, vocational, technical and adult education districts, and other bodies with the power to award public contracts.

5.18 Record and Audit

The Contractor shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, State of Wisconsin and local ordinances.

The University shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents held by the Contractor related to this contract. The Contractor shall retain all applicable documents for a period of not less than five years after the final contract payment is made. The University reserves the right to inspect any facilities used to support this Contract.

5.19 Entire Contract

A contract will be awarded based on the criteria established in this Request for Bid, including attachments and any amendments issued. The RFB, the bid response, and written communications incorporated into the contract constitute the entire contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- A. Contract Award Letter
- B. Original Request Bid Number 17-5290, dated September 21, 2016 including amendments/ attachments
- C. Bidder response to RFB.
- D. Official Purchase Order (when applicable)

Any other terms and conditions provided by the Bidder with the bid or for future transactions against this contract, including but not limited to click on agreements accepted by the Customer; shrink wrapped agreements; or terms submitted with quotations, order acknowledgements, or invoices; will be considered null and void and will not be enforceable by the Contractor unless agreed to in a written amendment signed by the University Purchasing Department. Any exceptions to this RFB should be submitted with your response and alternative language proposed.

Submitting a standard Bidder contract or term and condition as a complete substitute or alternative for the language in this solicitation will not be accepted and may result in rejection of the bid.

The University reserves the right to negotiate contractual terms and conditions or reject the Bidder's response and proceed to the next qualified bidder.

SECTION #6 SPECIFICATIONS

SPECIFICATIONS OF ITEMS/SERVICES TO BE PROVIDED:

See Specifications (Section 6 and Attachment B) and/or Itemized Bid List (Attachment C) for the minimum acceptable specifications for items/services desired.

UW Specifications may not be revised without an official written amendment issued by Purchasing.

- 6.1 The manufacturer's items shown on the Itemized Bid List have been identified as currently being used or are of potential interest for future applications at UW-Madison. Adequate detailed specifications of the items/services being offered or bid should be included with your bid. Bidder may offer an alternate/additional manufacturer believed to be an equal to those listed. Any alternate items/manufacturers bid must be clearly identified on the Itemized Bid List. Detailed specifications of the alternate items/services offered must be included with your bid to establish equivalency and to insure that the items/services being bid meets all specifications. The University will be the sole judge of equivalent acceptability between Bidders responses.
- 6.2 **Warranty:**
Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchase under this contract. Bidder should indicate warranty term on Bidder Response Sheet and should enclose standard warranty documents with your bid.
- 6.3 **Employee Identification:**
All Contractor's employees, while working on University property, must wear a clearly displayed photo identification badge or uniform showing name of employee and/or company represented. Any identification must be provided by the Contractor at the Contractor's cost. Badges must be available but will not be required to be worn when protective clothing and respiratory protection is required.
- 6.4 **Environmentally Friendly ("Green") Product:**
Contractors are encouraged to identify products that are made of recycled products, that use environmentally friendly production methods, or that can be recycled at the end of their service life. The UW will make every effort to purchase "Green" products wherever feasible or possible based on individual project needs and funding available.

ATTACHMENT A: BIDDER RESPONSE SHEET

NOTE: This form **must be returned** with your bid response. Numbers for each question below refer to the corresponding section of this document that explains the requirement. Bidder may attach additional relevant information to their bid response; identify sections to which information applies.

		YES	NO
SUBMITTAL INSTRUCTIONS			
	Have you included two complete set(s) of your bid? (only one (1) copy required if faxing or e-mailing)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.1	Have you completed and returned all forms required?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.4	What order method will you accept orders against this contract: <input checked="" type="checkbox"/> E-mail <input checked="" type="checkbox"/> Fax <input checked="" type="checkbox"/> Internet <input checked="" type="checkbox"/> Mail <input checked="" type="checkbox"/> Phone <input checked="" type="checkbox"/> Other: <i>on site from UW-Staff with Authority to purchase</i>		
2.5	Do you have the capability of putting the University's specific pricing on a WEB site that is accessible to University Purchasers through a unique logon ID?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	If yes, does your Website provide a means of on-line ordering with our specific pricing being applied automatically?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	If yes, does your Order System accept Purchasing Cards for payment?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<i>As long as it is prior to shipment</i> If yes, does your Order System provide a self-service means for the customer to track their order via Internet?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.8.2	Do you agree to a demonstration of the item(s) bid within the time frame specified?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.9	Will you meet all the requirements for samples and evaluation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.2	Are you in the business of providing the items/services and has your company or its principals done so for the past 3 years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.3	Are you an original manufacturer, authorized distributor, or dealer authorized by manufacturer? (with service and repair capabilities for the item?) <i>Graber Manufacturing, Inc. d/b/a Madnax + Thomas Steele</i> (Identify account number with manufacturer, as applicable.) <i>We are the manufacturer</i> Account # <i># 37-1660461 TAX ID</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.4	Have you provided a client list? (see Attachment E)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.5	What type of documentation (i.e. published price list, list of previous buyers, etc.) will you provide to assist the University in its fair price? <i>Yes, our price lists for both companies are always available on line @ www.madnax and www.thomasteele.com. We can also email the price lists to the University. We have a number of previous contracts that you can look at for a reference.</i>		

4.6 Are you a licensee for items bearing trademarks, logos or other symbols of the University? ☐ ☒
If not, and if necessary, will you become a licensee upon award? ☒ ☐

4.7 Do you agree to no minimum order quantity or dollar amount? ☒ ☐

4.8 Do you certify that neither your organization nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency? ☒ ☐

Firm Discounts or Percentage Markup *Will offer large discounts for volume. Regent books are negotiated prices with UW*
5.1.1 Do you agree to firm discounts or percentage markup as stated? ☒ ☐

5.1.2 Have you provided one (1) paper copies and/or one (1) CD/DVD/Flash Drive copies of price lists as required? ☒ ☐

Will you provide additional copies to Purchasing and University departments upon request? ☒ ☐

5.1.3 Do you agree with process and timeframe identified for accepting price increases? ☒ ☐

5.2 Are you bidding all prices F.O.B. Destination and Installed, delivery and installation charges and risk of loss borne by the Contractor? (Be sure to read Section 5.2 carefully) ☐ ☒

Destination Freight Prepaid yes. Supplier ONLY CAN NOT offer installation services
Country of Origin U.S.A.
Shipping Point Wausaukee, WI

-AND/OR- *We do provide install instructions for our products*
5.2 Are you bidding all prices On Site Service? (Be sure to read Section 5.2 carefully) ☐ ☒

Please see below: Not a contractor or subcontractor
5.5 State delivery time 28-35 Sm days After Receipt of Order (ARO).

Will you notify ordering department of backorders, discontinuation or delays as stated? ☒ ☐

5.6 Do you agree with return policy? If not, state your return policy in detail. ☒ ☐

5.8 Will you agree that all invoices will reflect prices established for items on this Contract for all orders placed even though the Contract number and/or correct prices may not be referenced on each order? ☒ ☐

Will you accept orders placed using a Purchasing Card? ☒ ☐

If YES, orders placed using a Purchasing Card must reflect current contract pricing.

Yes, if payment is prior to shipment
Any fees charged for use of the University's Purchasing Card program are not allowed.

5.10 Do you agree to terms regarding duplicates and overshipments? ☒ ☐

5.11 Will you provide instructions on set-up and operation as required? ☒ ☐

5.12 Will you provide insurance certificate(s) indicating coverage and agree to maintain coverage as required in 5.13 and will you add the following language to the insurance certificate?: ☒ ☐

We are a supplier only
"The Board of Regents of the University of Wisconsin System, its officers, employees and agents" are added as an 'additional insured' under the commercial general, automobile liability policies on any insurance certificate provided.

We will provide insurance documents as we have in the past
5.14 Do you agree to subcontracting terms and conditions? ☒ ☐
We are the manufacturer supplier only. We cannot perform services on site.

5.15 Can you report on items purchased on this contract if requested? ☒ ☐

5.17 Do you agree to extending the contract to other:
University of Wisconsin System campuses? ☒ ☐
State of Wisconsin Agencies? ☒ ☐
Wisconsin Municipalities? ☒ ☐

If YES, indicate whether other charges will be added and what those charges would be: None ☒ ☐

5.19 Have you documented exceptions in the format requested? ☒ ☐

6.1 Are you bidding items as specified on the Itemized Bid List? ☒ ☐

If "NO", include information on alternates as required in Section 6.1 with your bid response.

6.2 Will you honor manufacturer standard warranty? ☒ ☐
If YES, have you enclosed standard warranty documents? ☒ ☐

Warranty term: 1 year / 5 year / 20 year
parts labor / galvanized / structural
6.3 Will you agree to have all employees wear appropriate identification? ☒ ☐

We are not a contractor or subcontractor
6.4 Have you identified products that are made of recycled products that use environmentally friendly production methods, or that can be recycled at the end of their service life? ☒ ☐

- Identified in catalog and material information is included in the bid
- Should we need to or have any warranty repairs we include transportation fees to pick up and return.
- We are a supplier not a sub-contractor

ATTACHMENT B: SPECIFICATIONS / ITEMIZED BID LIST

ITEM	MANUFACTURER:	DISCOUNT (-) OR MARKUP (+) (check one below)	COLUMN A FOB DESTINATION DOOR DELIVERY DISCOUNT	COLUMN B FOB INSTALLED DISCOUNT
1.	BUZZISPACE Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
2.	CLARUS GLASS BOARDS Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
3.	COMMUNITY PLAYTHINGS Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
4.	DELTA DESIGNS LTD Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
5.	EKITTA Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
6.	FORMS+SURFACES Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
7.	HAUSER INDUSTRIES INC Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
8.	LANDSCAPE FORMS Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %
9.	LIGHTING SYSTEMS INCORPORATED Warranty: _____ years Delivery ARO* _____ days Price List effective _____	____ Discount (-) ____ Markup (+)	_____ %	_____ %

ITEM	MANUFACTURER:	DISCOUNT (-) OR MARKUP (+) (check one below)	COLUMN A FOB DESTINATION DOOR DELIVERY DISCOUNT	COLUMN B FOB INSTALLED DISCOUNT
10.	<i>Graber Manufacturing d.b.a.</i> MADRAX Warranty: <u>11/5/20</u> years Delivery ARO* <u>28-40</u> days Price List effective <u>most</u> <i>Current Catalog offered entire catalog delivered</i>	<u>23%</u> Discount (-) ____ Markup (+)	<u>23%</u> % <i>off</i>	<u>n/a</u> % <i>Supplier only</i>
11.	MAGNUSON GROUP Warranty: ____ years Delivery ARO* ____ days Price List effective ____	____ Discount (-) ____ Markup (+)	____ %	____ %
12.	MAX-R COMPANY Warranty: ____ years Delivery ARO* ____ days Price List effective ____	____ Discount (-) ____ Markup (+)	____ %	____ %
13.	METAL SMITHS Warranty: ____ years Delivery ARO* ____ days Price List effective ____	____ Discount (-) ____ Markup (+)	____ %	____ %
14.	MONTEL Warranty: ____ years Delivery ARO* ____ days Price List effective ____ <i>Graber Manufacturing d.b.a.</i>	____ Discount (-) ____ Markup (+)	____ %	____ %
15.	THOMAS STEELE Warranty: <u>11/5/20</u> years Delivery ARO* <u>28-60</u> days Price List effective <u>most</u> <i>Current Catalog offered entire catalog delivered</i>	<u>23%</u> Discount (-) ____ Markup (+)	<u>23%</u> %	<u>n/a</u> % <i>Supplier only</i>
16.	URBAN EVOLUTIONS Warranty: ____ years Delivery ARO* ____ days Price List effective ____	____ Discount (-) ____ Markup (+)	____ %	____ %
17.	WAUSAU TILE Warranty: ____ years Delivery ARO* ____ days Price List effective ____	____ Discount (-) ____ Markup (+)	____ %	____ %

Plus → Madrax / Regent Racks 40% off List
Non Catalog on website specifically designed
Regent Racks for the UW previously
negotiated prices with Transportation 2013.
Included List pricing for these
bicycle racks. 40% off List.

Non-Catalog OR Website Regent Racks
for the University of Wisconsin-Madison

Regent™

LIST PRICE

40% off
List
offer



U.S. Patent Numbers:
RGT-DN-1: D715698
RGT-UP-1: D730247



RGT-DN-1



RGT-UP-1



RGT-SNG-4



RGT-DBL-8

Item No.	Price (Wt)	Description (Capacity)
(LIST)		
Park One Side		
RGT-DN-1-G	119 (23)	Regent (1 Bike) - Down Position - Surface Mount - Galvanized
RGT-UP-1-G	119 (23)	Regent (1 Bike) - Up Position - Surface Mount - Galvanized
RGT-SNG-2-G	269 (55)	Regent (2 Bikes) - Rail Mount, Park One Side - 23" L - Galvanized
RGT-SNG-3-G	399 (84)	Regent (3 Bikes) - Rail Mount, Park One Side - 39" L - Galvanized
RGT-SNG-4-G	519 (113)	Regent (4 Bikes) - Rail Mount, Park One Side - 55" L - Galvanized
RGT-SNG-5-G	649 (142)	Regent (5 Bikes) - Rail Mount, Park One Side - 71" L - Galvanized
RGT-SNG-6-G	779 (172)	Regent (6 Bikes) - Rail Mount, Park One Side - 87" L - Galvanized
RGT-SNG-7-G	909 (201)	Regent (7 Bikes) - Rail Mount, Park One Side - 103" L - Galvanized
RGT-SNG-8-G	1,039 (230)	Regent (8 Bikes) - Rail Mount, Park One Side - 119" L - Galvanized
RGT-SNG-9-G	1,169 (259)	Regent (9 Bikes) - Rail Mount, Park One Side - 135" L - Galvanized
RGT-SNG-10-G	1,299 (288)	Regent (10 Bikes) - Rail Mount, Park One Side - 151" L - Galvanized
Park Both Sides		
RGT-DBL-2-G	269 (53)	Regent (2 Bikes) - Rail Mount, Park Both Sides - 19" L - Galvanized
RGT-DBL-4-G	519 (101)	Regent (4 Bikes) - Rail Mount, Park Both Sides - 23" L - Galvanized
RGT-DBL-6-G	779 (153)	Regent (6 Bikes) - Rail Mount, Park Both Sides - 39" L - Galvanized
RGT-DBL-8-G	1,039 (205)	Regent (8 Bikes) - Rail Mount, Park Both Sides - 55" L - Galvanized
RGT-DBL-10-G	1,299 (257)	Regent (10 Bikes) - Rail Mount, Park Both Sides - 71" L - Galvanized
RGT-DBL-12-G	1,559 (310)	Regent (12 Bikes) - Rail Mount, Park Both Sides - 87" L - Galvanized
RGT-DBL-14-G	1,819 (362)	Regent (14 Bikes) - Rail Mount, Park Both Sides - 103" L - Galvanized
RGT-DBL-16-G	2,079 (414)	Regent (16 Bikes) - Rail Mount, Park Both Sides - 119" L - Galvanized
RGT-DBL-18-G	2,339 (466)	Regent (18 Bikes) - Rail Mount, Park Both Sides - 135" L - Galvanized
RGT-DBL-20-G	2,599 (518)	Regent (20 Bikes) - Rail Mount, Park Both Sides - 151" L - Galvanized
RGT-CON-G*	50 (5)	Rails (2ea.) For Connecting All Regent™ Racks - 19" - Galvanized
VCC	20 (0)	Vinyl Cushion Coating for Each Locking Arm - Upcharge



October 2016

Explanation of Deviations and Exceptions

5.2. We are bidding prices F.O.B. Destination Freight Prepaid. We are a Supplier only and cannot offer contractor or sub-contractor services which would include installation. We do provide installation drawings and recommendations for all of our products.

5.2 on site service repairs cannot be performed as we are only a supplier/manufacturer. We are able to send quality control to the jobsite. (We are a local company) for evaluation. Should there be quality or warranty issues to address we would pick up and return and include transportation fees. We do offer on-site or at our facility consultative services for the UW Madison and have done so in the past.

AK
Andrea K. Clausen 10/12/16



October 2016

- Non catalog or website related items:
Manufactured specifically for the UW Madison
REGENT High Density Bicycle Racks:

Regent Racks UW-Madison Pricing:
Factory Direct Pricing:

See List pricing included in Bid.

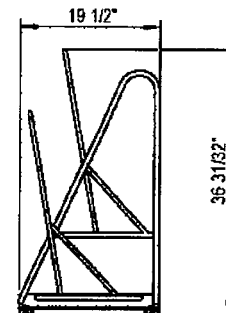
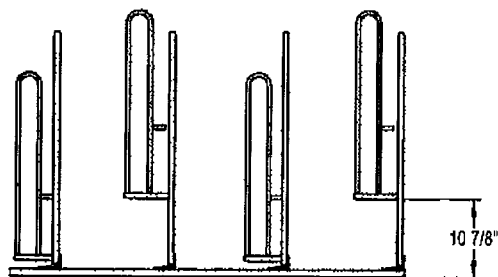
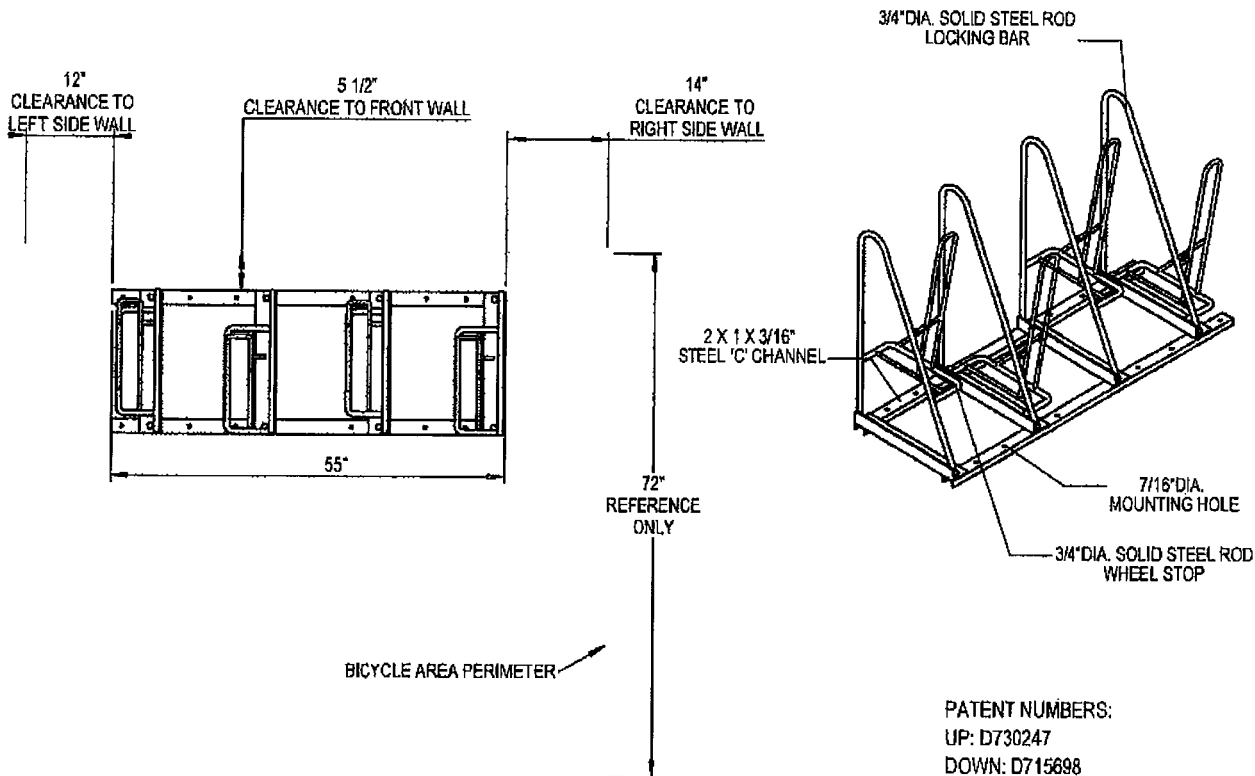
40% off Listed pricing

Please see attached drawings for
configurations and examples of
sizes of offerings.



MADRAX DIVISION

GRABER MANUFACTURING, INC.
1080 UNIEK DRIVE
WAUNAKEE, WI 53597
P(800) 448-7931, P(608) 849-1080, F(608) 849-1081
WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PRODUCT: RGT-SNG-4
DESCRIPTION: REGENT BIKE RACK
4 BIKE, SINGLE SIDED (PARK ONE SIDE)
DATE: 11/13/12
ENG: BLW

ASSEMBLY REQUIRED

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NOTES:
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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3/4" DIA. SOLID STEEL ROD
LOCKING BAR

3/4" DIA. SOLID STEEL ROD
WHEEL STOP

2 X 1 X 3/16"
STEEL 'C' CHANNEL

7/16" DIA.
MOUNTING HOLE

CONCRETE MOUNTING
PERIMETER

PATENT NUMBERS:

UP: D730247

DOWN: D715698

PRODUCT: RGT-SNG-5
DESCRIPTION: REGENT BIKE RACK
5 BIKE, SINGLE SIDED (PARK ONE SIDE)
DATE: 11/13/12
ENG: BLW

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PATENT NUMBERS:

UP: D730247

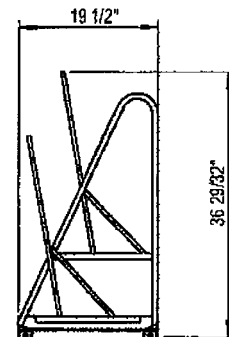
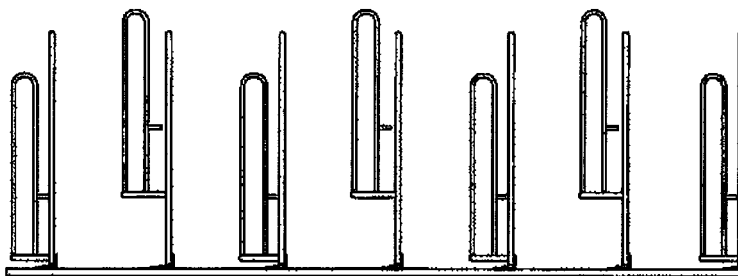
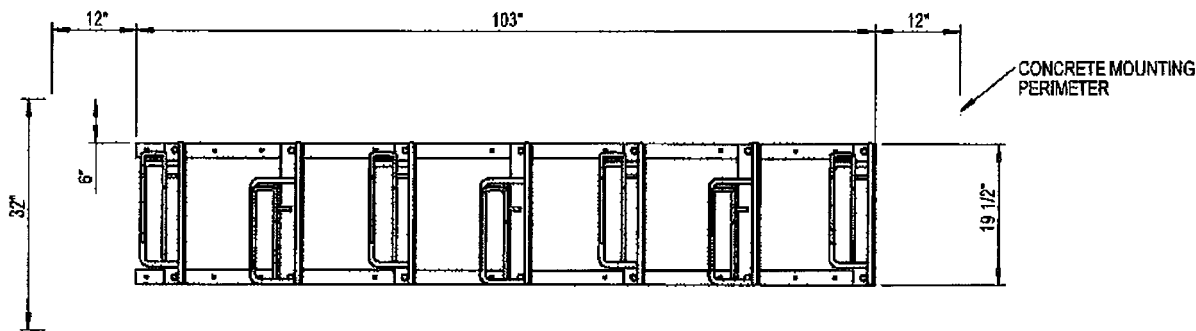
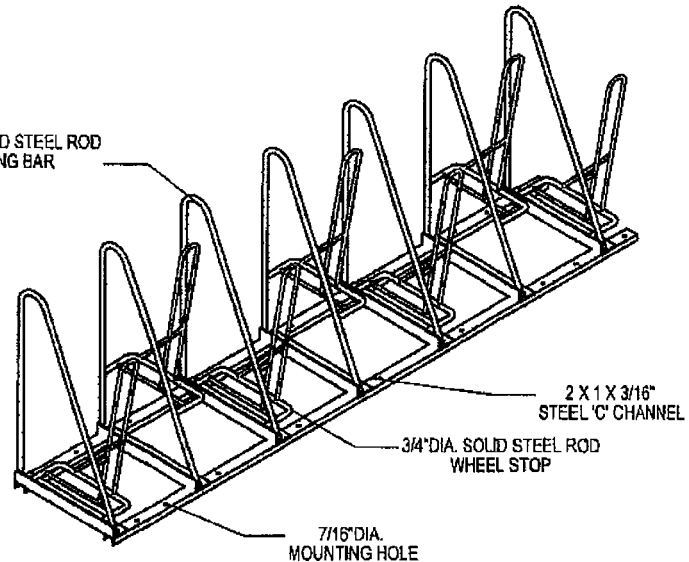
DOWN: D715698

3/4" DIA. SOLID STEEL ROD
LOCKING BAR

2 X 1 X 3/16"
STEEL 'C' CHANNEL

3/4" DIA. SOLID STEEL ROD
WHEEL STOP

7/16" DIA.
MOUNTING HOLE



PRODUCT: RGT-SNG-7

DESCRIPTION: REGENT BIKE RACK

7 BIKE, SINGLE SIDED (PARK ONE SIDE)

DATE: 11/13/12

ENG: BLW

ASSEMBLY REQUIRED

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NOTES:

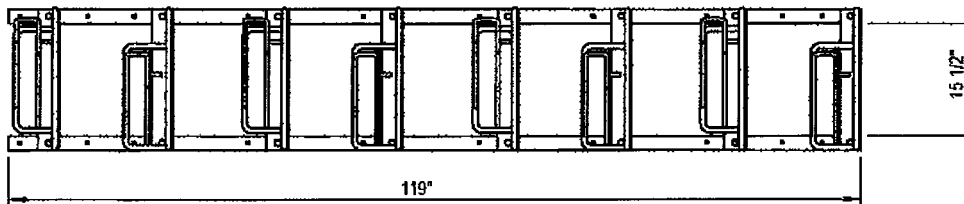
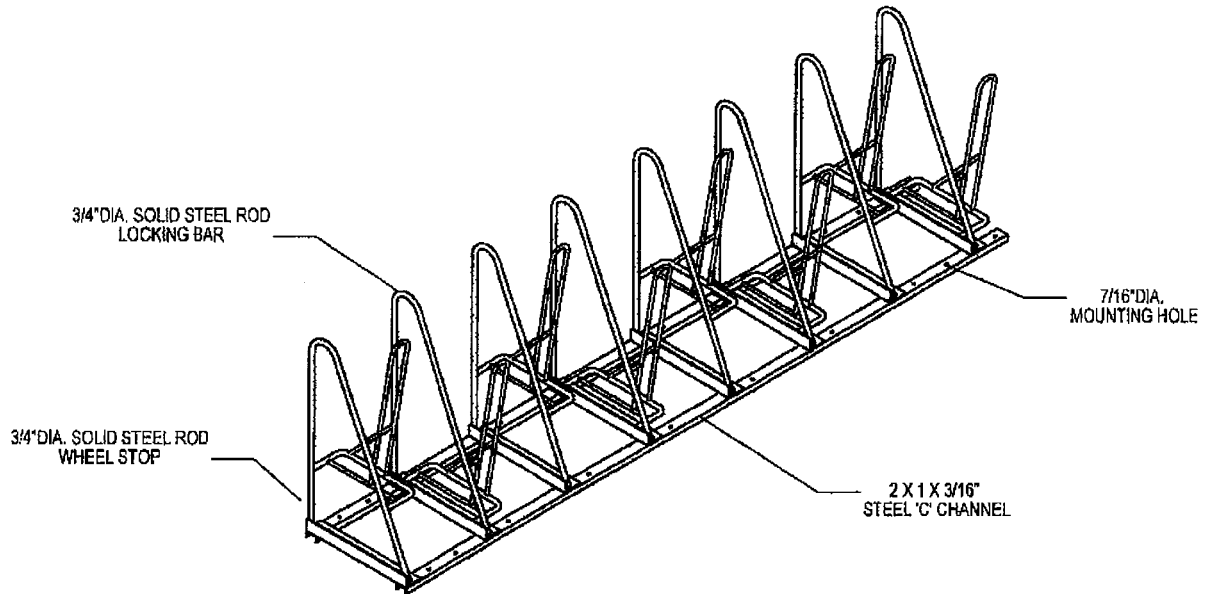
1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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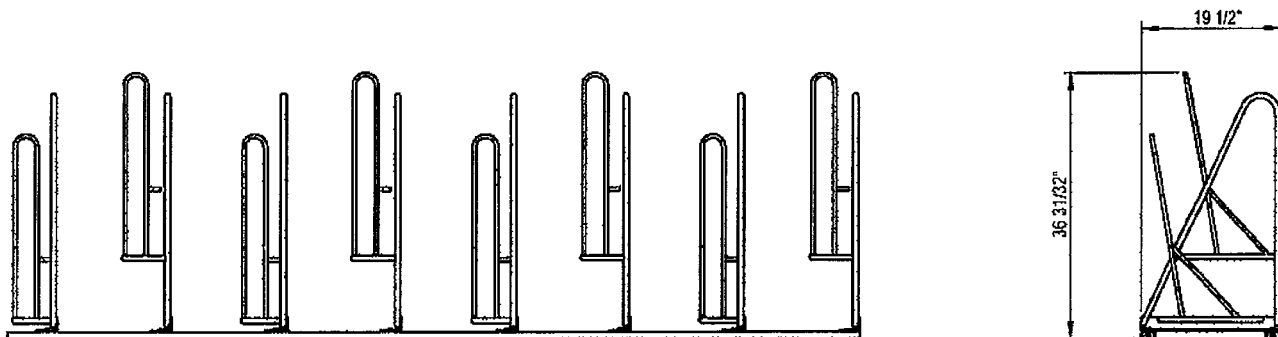


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WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PATENT NUMBERS:
UP: D730247
DOWN: D715698



PRODUCT: RGT-SNG-8
DESCRIPTION: REGENT BIKE RACK
8 BIKE, SINGLE SIDED (PARK ONE SIDE)
DATE: 11/13/12
ENG: BLW

ASSEMBLY REQUIRED

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NOTES:
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2. CONSULTANT TO SELECT COLOR(FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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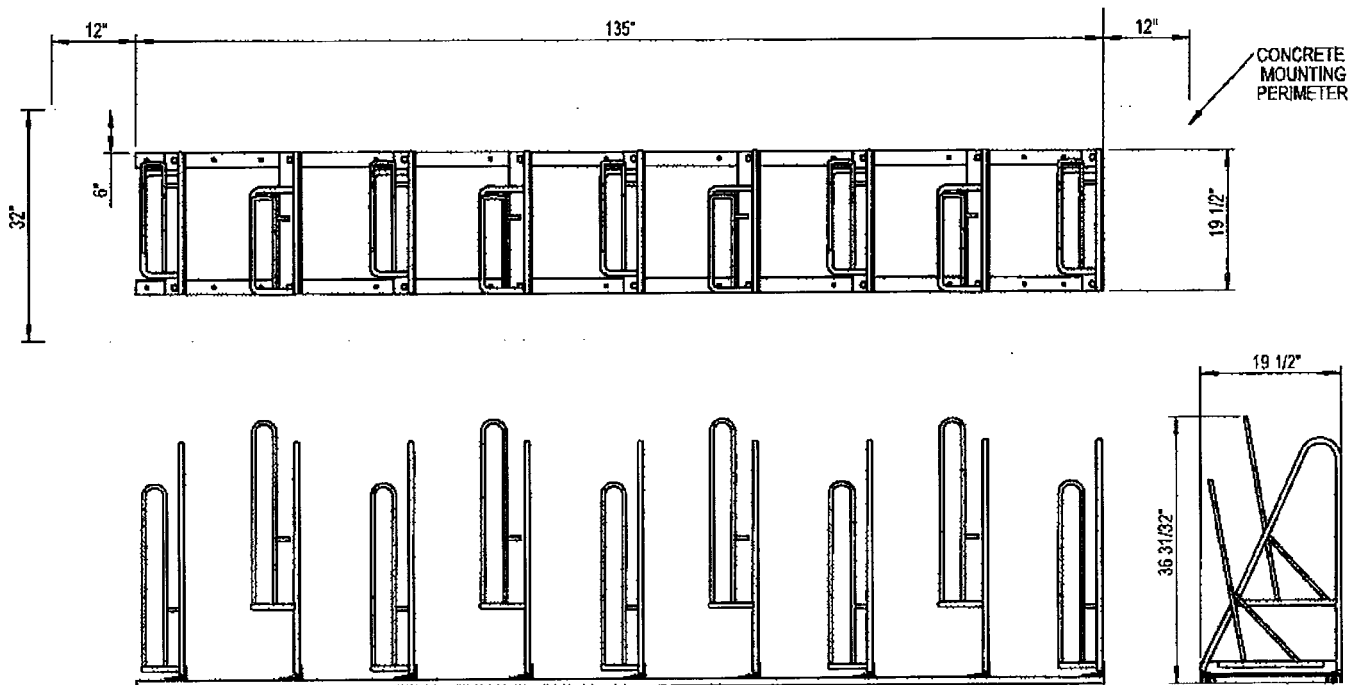
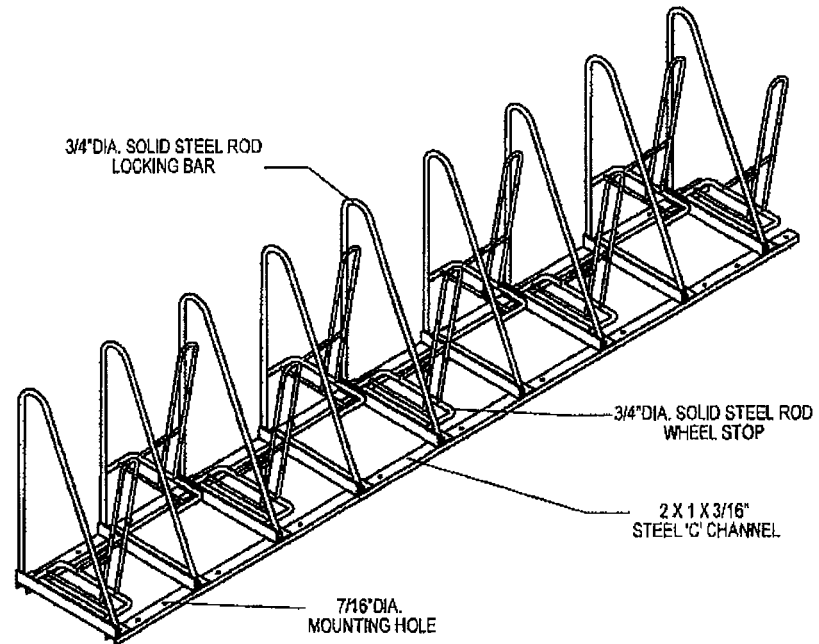


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PATENT NUMBERS:
UP: D730247
DOWN: D715698



PRODUCT: RGT-SNG-9
DESCRIPTION: REGENT BIKE RACK
9 BIKE, SINGLE SIDED (PARK ONE SIDE)
DATE: 11/13/12
ENG: BLW

ASSEMBLY REQUIRED

NOTES:

1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR(FINISH). SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

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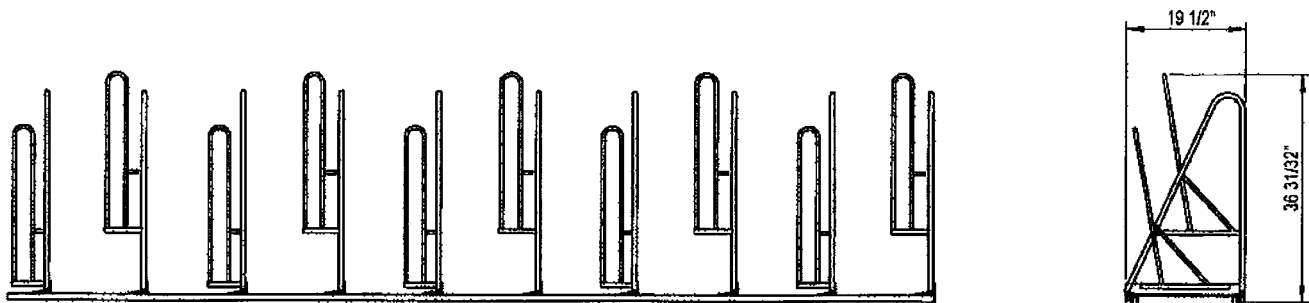
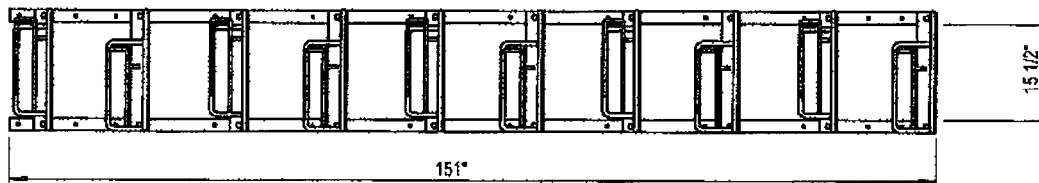
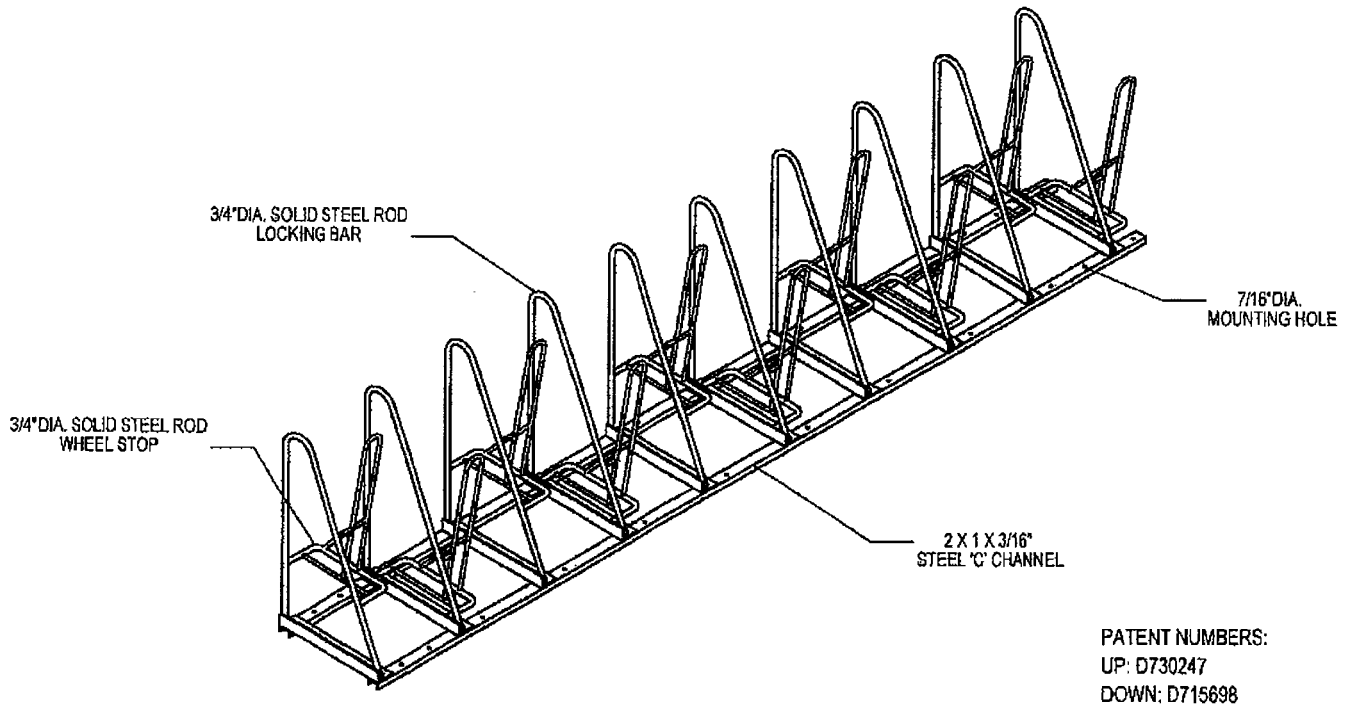
GRABER MANUFACTURING, INC.

1080 UNIEK DRIVE

WAUNAKEE, WI 53597

P(800) 448-7931, P(608) 849-1080, F(608) 849-1081

WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PRODUCT: RGT-SNG-10
DESCRIPTION: REGENT BIKE RACK
10 BIKE, SINGLE SIDED (PARK ONE SIDE)
DATE: 11/13/12
ENG: BLW

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ASSEMBLY REQUIRED

NOTES:

1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR (FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.



MADRAX DIVISION

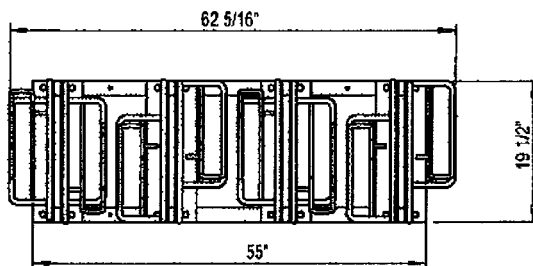
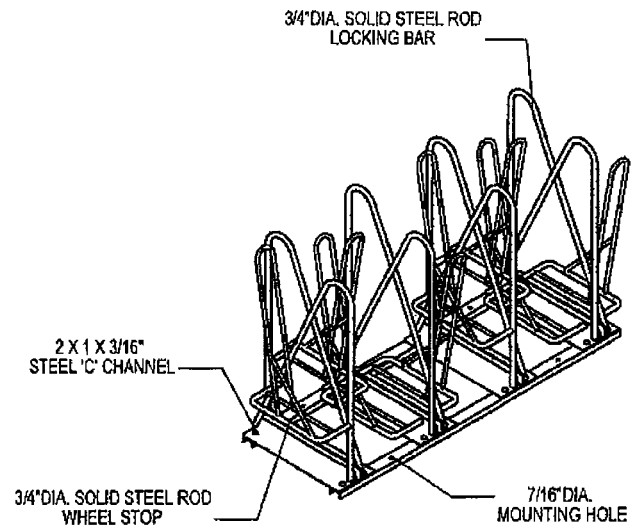
GRABER MANUFACTURING, INC.

1080 UNIEK DRIVE

WAUNAKEE, WI 53597

P(800) 448-7931, P(608) 849-1080, F(608) 849-1081

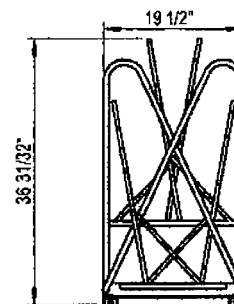
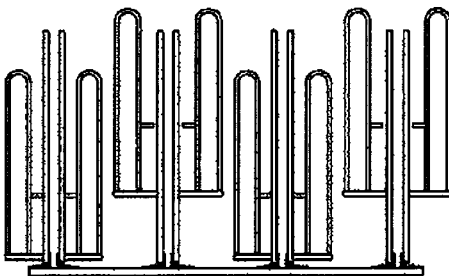
WWW.MADRAX.COM, E-MAIL: SALES@MADRAX.COM



PATENT NUMBERS:

UP: D730247

DOWN: D715698



PRODUCT: RGT-OBL-8

DESCRIPTION: REGENT BIKE RACK
8 BIKE, DOUBLE SIDED (PARK BOTH SIDES)

DATE: 11/13/12

ENG: BLW

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3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

ATTACHMENT C – VENDOR INFORMATION FORM

VENDOR NOTE: BOTH PAGES OF THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID RESPONSE.

1. Company and Contact Information

Company Name:	Graber Manufacturing, d.b.a. Madrax
Company Website:	www.madrax.com www.thomas-steele.com

Contact for questions regarding this Bid

Name:	Andrea K. Clausen	Direct Sales Manager		
Telephone:	800-448-7931	Fax 608-849-1080	Email	aclausen@madrax.com andrea@thomas-steele.com

Contract Renewals/ Problems

Name:	Same as above				
Telephone:		Fax		Email	

Sales Representative

Name:	Same as above				
Telephone:		Fax		Email	

Ordering / Expediting

Name:	Same as above				
Telephone:		Fax		Email	

Returns

Name:	Hilary Graber			
Telephone:	800-448-7931	Fax 608-849-1080	Email	hgraber@madrax.com

Invoice Information

Name:	Hilary Graber			
Telephone:	800-448-7931	Fax 608-849-1080	Email	hgraber@madrax.com

Affirmative Action (see Section 17 in Standard Terms and Conditions)

Name:	Tracy Graber			
Address:	1080 Uniek Drive			
City/State/Zip:	Waukegan, WI 53597			
Telephone:	800-448-7931	Fax 608-849-1080	Email	tgrab@thomas-steele.com

Supplier Diversity Reporting (see Section 2.10)

Name:	Tracy Graber			
Address:	1080 Uniek Drive			
City/State/Zip:	Waukegan, WI 53597			
Telephone:	800-448-7931	Fax 608-849-1080	Email	tgrab@thomas-steele.com

VENDOR INFORMATION FORM CONT.

2. In accordance with Wisconsin Statutes 560.035, 560.0335 and 560.036, indicate below if you are a Wisconsin certified Minority Business Enterprise (MBE), Work Center (WC), Disabled Veteran-Owned Business (DVB) or Woman-owned Business Enterprise (WBE) (see websites: <https://wisdp.wi.gov/Home.aspx> or <http://stateuseprogram.wi.gov/section.asp?linkid=1424&locid=65>).

☐ Minority (MBE) ☐ Work Center (WC) ☐ Disabled Veteran-Owned Business (DVB)
☐ Woman Owned Business Enterprise (WBE) ☒ Not applicable

(If no answer is indicated above, we will assume that you are none of the above when making the award.)

3. Pursuant to Public Law 95-507, indicate which of the following classifications apply to your organization. All vendors are considered Large Business unless otherwise indicated (see website: www.sba.gov/). (Check ☒ all that apply.)

☒ LARGE BUSINESS (LG)
☐ SMALL BUSINESS (SB)
☐ VETERAN OWNED SMALL BUSINESS (VOSB)
☐ SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)
☐ HISTORICALLY UNDER UTILIZED BUSINESS ZONE (HUBZONE)
☐ SMALL DISADVANTAGED BUSINESS (SDB)
☐ WOMAN-OWNED SMALL BUSINESS (WOSB)

4. **AMERICAN MADE: Wisconsin Statutes S. 16.754**, directs the state to purchase materials which are manufactured to the greatest extent in the United States when all other factors are substantially equal. "Substantially equal" means when bids are tied or proposal scores are equal. Indicate whether the material covered in your bid/proposal were manufactured in whole or in substantial part within the United States, or the majority of the component parts thereof were manufactured in whole or in substantial part in the United States.

☒ YES ☐ NO ☐ UNKNOWN

5. **RECYCLED PRODUCTS/PACKAGING/DISPOSAL TECHNIQUES:** The University is committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State of Wisconsin County, and Municipal regulations. Currently the University has a recycling program for starch and Styrofoam packing peanuts. The University's preference is to receive starch peanuts whenever possible. The Contractor shall not use INSTAPAK® (or similar), Vermiculite or mix starch and Styrofoam peanuts under any circumstances. Each product shall be separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

ATTACHMENT D - CLIENT REFERENCE LIST

Bidder Name:

Graber Manufacturing, Inc. a.b.a. Madrax + Thomas Steele

The Bidder must provide a minimum of three (3) business references.

1. Reference Name:

Utah State University

Address:

1295 E 700 N 8300 Old Main Hill

Phone #:

435 797-3758

E-mail

jim.huppi@usu.edu

address

utahstate.com

Fax/Internet address:

Above

Description and date(s) of commodities and services provided:

Bicycle racks for numerous years for campus standard

2. Reference Name:

City of Key West

Contact:

Chris Hamilton

Address:

633 Palm Avenue Public Works / Community

Phone #:

305 809-3725

E-mail

chamilton@cityofkeywest.fl.gov

address

www.cityofkeywest-fl.gov

Fax/Internet address:

www.bikewalkkeywest.org

Description and date(s) of commodities and services provided:

Sold many bicycle racks over the years. Bike Corbals and bollards.

3. Reference Name:

University of West Florida

Contact:

Jeff Etheridge

Address:

11000 University Parkway

850-474-3499

Phone #:

850 474-2630

E-mail

poetheridge@uwf.edu

address

http://uwf.edu

Fax/Internet address:

Above

Description and date(s) of commodities and services provided:

Bicycle racks and site furnishings for the campus standard multiple projects numerous years.

References may be contacted to confirm the Bidder's abilities and qualifications as stated in the Bidder's response. The University may perform due diligence by contacting any applicable business reference, including references from within the UW System. The University reserves the right to disqualify any Bidder whose references don't support their stated claim of qualifications in their response.

ATTACHMENT E: STANDARD TERMS AND CONDITIONS

- ✓
He
- 1.0 **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The UW-Madison shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates which may result in rejection of their bid/proposal.
- 2.0 **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. Each deviation and exception must be identified by the section, page and paragraph to which it applies. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidder/proposer shall be held liable.
- 3.0 **QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the University.
- 4.0 **QUANTITIES:** The quantities shown on this request are based on estimated needs. The University reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 **PRICING AND DISCOUNT:** The University qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 5.1 Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 5.2 Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the University thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the Contractor which are demonstrated to be industry-wide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 5.3 In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 6.0 **UNFAIR SALES ACT:** Prices quoted to the University are not governed by the Wisconsin Unfair Sales Act.
- 7.0 **ACCEPTANCE-REJECTION:** The University reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interest of the State of Wisconsin.
- 8.0 **ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the Contractor by University. No other purchase orders are authorized.
- 9.0 **PAYMENT TERMS AND INVOICING:** The University normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- 9.1 Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Invoice payment processing address is shown on the upper left corner of the purchase order. Send invoices to the Accounts Payable address on the purchase order. Do not send invoices to the ship to address.
- 9.2 Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
- 9.3 Bidders/proposers shall include discounts for early payment (See 5.3) as a percent reduction of invoice. Invoice discounts shall be determined, where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.

- 9.4 Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.
- 9.5 Payment terms and invoicing for purchasing card will be made in accordance with the purchasing card contact.
- 10.0 **TAXES:** The University, an agency of the State of Wisconsin, is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below. The Department of Revenue of the State of Wisconsin does not issue a tax exempt number; however, University is exempt from State of Wisconsin sales or use tax under s.77.54(9a)(a). Registration No. 39-73-1021-K, was issued by the Internal Revenue Service to authorize tax-free transactions under Chapter 32 of the Internal Revenue Code.
- 10.1 The University, an agency of the State of Wisconsin, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The University may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 11.0 **GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 12.0 **ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the University.
- 13.0 **APPLICABLE LAW AND COMPLIANCE:** This Agreement shall be construed under the laws of the State of Wisconsin. Jurisdiction and venue for any disputes under this Agreement shall be in Dane County, Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin shall not enter into a contract with a vendor, and reserves the right to cancel any existing contract, if the vendor or contractor has not met or complied with the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.
- 14.0 **ANTITRUST ASSIGNMENT:** The Contractor and the University recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the Contractor hereby assigns to the University any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 15.0 **ASSIGNMENT:** No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the University.
- 16.0 **DISPUTES:** Disputes should be addressed to the University Purchasing Office, Director of Purchasing Services, 21 N Park St, Suite 6101, Madison, WI 53715 1218.
- 17.0 **NONDISCRIMINATION/ AFFIRMATIVE ACTION:**
- 17.1 In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wisconsin Statutes, sexual orientation as defined in s.111.32(13m) Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 17.2 Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the Contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.
- 17.3 The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin nondiscrimination law.
- 17.4 Failure to comply with the conditions of this clause may result in the Contractor's becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.

- 17.5 To the extent required by law, 41 CFR 60-1.4(a) and (b) are incorporated by reference in these Standard Terms and Conditions. Additionally, the Contractor certifies compliance with 41 CFR 60-1.8 and does not and will not maintain any facilities provided for employees in a segregated manner. The Contractor further agrees to obtain identical certifications from any subcontractors prior to the award of a subcontract exceeding \$25,000 which is not exempt and will retain such certification for audit purposes.
- 18.0 **PATENT INFRINGEMENT:** The Contractor selling to the University the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The Contractor covenants that it will at its own expense defend every suit which shall be brought against the University (provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 19.0 **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the University must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA Standards.
- 20.0 **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy to UW Safety Department, 30 East Campus Mall, Madison WI 53715-2609.
- 21.0 **WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.
- 22.0 **INSURANCE RESPONSIBILITY:** The Contractor performing services to the University shall:
- 22.1 Maintain worker's compensation insurance as required by Wisconsin Statutes for all employees engaged in the work.
- 22.2 Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 22.3 The state reserves the right to require higher or lower limits where warranted.
- 22.4 Upon request by the University, the Contractor is required to provide a Certificate of Insurance, from an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A-, and signed by an authorized agent. A minimum 60 day cancellation notice is desired.
- 23.0 **CANCELLATION:** The University reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the Contractor to comply with terms, conditions, and specifications of this contract.
- 24.0 **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 25.0 **OMNIBUS RECONCILIATION ACT:** (Public Law 96-499) To the extent required by law, if this contract is for acquisition of services with a cost or value of \$25,000 or more within any 12-month period, including contracts for both goods and services in which the services component is worth \$25,000 or more within any 12-month period, the Contractor shall in accordance with 42 C.F.R., Part 420, Section 1861 of the Omnibus Reconciliation Act of 1980 (P.L. 96499) and permit the comptroller general of the United States, the United States Department of Health and Human Services, and their duly authorized representatives, access to the Contractor's books, documents and records until the expiration date of four (4) years after the approval of procurement activities.
- 26.0 **PUBLIC RECORDS ACCESS:** It is the intention of University to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

- 27.0 **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a request must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.
- 27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented by Contractor. All data, documentation, and innovations become the property of the State of Wisconsin.
- 27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.
- 28.0 **DISCLOSURE:** If a state public official (s. 19.42, Wisconsin Statutes), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 E. Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.
- 29.0 **ANTI-KICKBACK ACT of 1986:** (41 USC 51 et. seq): To the extent required by law, the officer or employee responsible for submitting this bid shall certify, in accordance with 48 CFR 52.203-7, to the best of their knowledge, that they have no information concerning the violation of the Anti-Kickback Act in connection with the submitted bid/proposal. Signing the bid/proposal with a false statement shall void the submitted bid/proposal and any resulting contract(s).
- 30.0 **RECYCLED MATERIALS:** The University is required to purchase products incorporating recycled materials whenever technically or economically feasible. Bidders/proposers are encouraged to bid/propose products with recycled content which meet specifications.
- 31.0 **HOLD HARMLESS:** The Contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its Contractors, in prosecuting work under this agreement.
- 32.0 **PROMOTIONAL ADVERTISING/NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies (University) or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the University. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.
- 33.0 **WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wisconsin Statutes, and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 34.0 **FOREIGN CORPORATION:** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P.O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.
- 35.0 **FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

36.0 **WORK CENTER PROGRAM:** The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

37.0 **CHILD ABUSE NOTIFICATION:** Contractor, per Executive Order 54, is required to make a report of child abuse or neglect **immediately** if, in the course of service, the Contractor observes or learns of an incident or threat of child abuse or neglect, and the Contractor has reasonable cause to believe that child abuse or neglect has occurred or will occur.

A report must be made personally or by telephone to UWPD.

Reports are to be made to: **Emergency Phone Number:** 911.

Non-Emergency Phone Numbers: UW Police Department 608-264-2677.

38.0 **RELEASE OF INFORMATION:** Contractor shall not report or release information concerning University of Wisconsin System or its campuses students, employees or customers to third parties without the University's prior written approval. Any such report or release of information shall, at a minimum, comply with those requirements enumerated in the Gramm-Leach-Bliley Act, 15 USC 6801 et seq., University standards for safeguarding such information, and all other applicable laws regarding consumer privacy.

ATTACHMENT F – DEALER INFORMATION

Include dealer information (if applicable) for each manufacturer using the format listed below:
(Attach additional pages as needed to identify all manufacturers)

MANUFACTURER: _____

DEALER NAME:	
ADDRESS:	
CONTACT NAME:	
EMAIL	
PHONE/FAX:	

MANUFACTURER: _____

DEALER NAME:	
ADDRESS:	
CONTACT NAME:	
EMAIL	
PHONE/FAX:	

MANUFACTURER: _____

DEALER NAME:	
ADDRESS:	
CONTACT NAME:	
EMAIL	
PHONE/FAX:	



LIMITED WARRANTIES

The following Express Limited Warranty supplements the terms and conditions of our Quotation, Order Acknowledgement, and/or Invoice.

IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, GRABER MANUFACTURING, INC. PROVIDES THE FOLLOWING LIMITED WARRANTY.

Madrax division of Graber Manufacturing, Inc., ("Madrax") warrants products it manufactures against defects in materials or workmanship for a period of one year from the date of invoice.

Madrax warrants its bicycle lockers against structural failure for a period of one year from the date of invoice.

Madrax warrants its hot dipped galvanized and stainless steel products against corrosion for a period of five years from the date of invoice.

Madrax warrants its Cycle Air bicycle tire pump against defects for one year from the date of invoice.

Thomas Steele division of Graber Manufacturing, Inc., ("Thomas Steele") warrants products it manufactures against defects in material or workmanship for a period of five years from the date of invoice.

Thomas Steele warrants its umbrellas against structural failure for a period of one year from the date of invoice.

Madrax and Thomas Steele warrant their metal products against structural failure for a period of twenty years from the date of invoice.

Madrax and Thomas Steele warrant their recycled plastic against rotting, splitting or cracking for a period of twenty years from the date of invoice.

Madrax and Thomas Steele warrant their components that are wood or cosmetic in nature against defects in material or workmanship for a period of one year from the date of invoice. Splitting, checking, and warping of wood are natural occurrences of wood and are not covered by this warranty.

Madrax and Thomas Steele warrant custom products on a per product basis.

These warranties do not cover any defects or failure due to vandalism, negligence, abuse, accidents, lack of maintenance or improper installation.

Unless previously approved, in writing by Graber Manufacturing, Inc., this warranty does not cover any defects or failure due to products tampered with or altered, modified or repaired by anyone.

Specific Conditions and Limitations:

1. Warranties only apply to products on invoices paid within Graber Manufacturing, Inc.'s terms and conditions.
2. Damages resulting in whole or in part from natural disasters, including fire, wind, acts of war, terrorism, or nuclear disaster are not covered by the warranty.
3. The warranty will not apply if Graber Manufacturing, Inc. is not notified within 10 calendar days of product failure.
4. This warranty is subject to the duty of the buyer and any subsequent purchaser or user to inspect the product before installation for defects, including defects or damage which may have been incurred on-site or in transportation. Any failure to completely inspect the product will void this warranty.
5. Graber Manufacturing, Inc.'s obligation under this warranty will be limited to repair or replacement, at Graber Manufacturing, Inc.'s option, of products found in Graber Manufacturing, Inc.'s reasonable judgment to have been defective in workmanship or materials. Transportation charges for return of the alleged defective product will be assumed by Graber Manufacturing, Inc. only if returned by the buyer in strict accordance with written instructions of Graber Manufacturing, Inc. and at Graber Manufacturing, Inc.'s request. Graber Manufacturing, Inc. will assume transportation charges for shipment of repaired or replaced product to the buyer, but will not be responsible for the cost of labor for removal or installation of the alleged defective product or any replacement.
6. All claims made under the terms of this warranty must be received in writing along with a copy of the original invoice. Claims must be sent to Graber Manufacturing, Inc., 1080 Uniek Drive, Waunakee, WI 53597.

The warranties described herein shall be the sole and exclusive warranties granted by Graber Manufacturing, Inc., and shall be the sole and exclusive remedy available to the purchaser. Correction of defects, in the manner and for the period of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Graber Manufacturing, Inc., to the purchaser with respect to the product and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. In no event shall Graber Manufacturing, Inc., be liable, or in any way responsible, for any damages or defects in the product which were caused by repairs or attempted repairs performed by anyone other than an authorized servicer. Nor shall Graber Manufacturing, Inc., be liable, or in any way responsible, for any incidental or consequential, economic or property damage.

1. Facsimile signatures shall be binding as originals and shall constitute writings under the Uniform Commercial Code. This Warranty shall apply to products sold pursuant to



Our Green Philosophy



Bike Green. Walk Green. Build Green. Live Green.

BikeGreen.

As a premier manufacturer of bike racks and bike parking systems, Madrax promotes "green" by encouraging biking as an integral part of society. Our bike racks are installed in schools, office complexes, parking garages, residences, hospitals, restaurants, hotels, and anywhere else people bike as a destination. Bicycling reduces the impact on the environment. A four mile trip by bike rather than a car keeps about 15 pounds of pollutants out of the air we breathe! Madrax creates bike racks and bike storage systems that make it easier for people to bike to work, school, and recreational activities



Walk Green.

Likewise, Thomas Steele is inherently committed to "green" by encouraging pedestrian-friendly projects and environments. Many communities are finding that a streetscapes program is an excellent way to offer an outstanding quality of life for their residents. Thomas Steele site furnishings are part of this important enhancement strategy. We can help make your community more pedestrian-friendly. Benches are an integral part of the downtown area. They provide a place for pedestrians to rest, and generally signal that walking is encouraged as an alternative to cars. Trash and ash receptacles keep the area clean, and planters, especially those used seasonally, contribute to the beautification of the area.

Build Green.

Sustainability, especially environmental sustainability, is the key to our products. The steel used to manufacture our bike racks and site furnishings is produced in the United States using the basic oxygen furnace process. Recycled content, especially post-consumer recycled content, is an important feature of many green products. Our stainless steel bike racks are made of up to 90% recycled material. One Walden recycled plastic bench contains the equivalent of 750 recycled plastic milk jugs! Our recycled plastic consists of high-density polyethylene material (HDPE), also made from post-consumer recycled plastic. The material is graffiti and ultraviolet (UV) resistant and is ideal for outdoor use.





Committed to Keeping Green



Madrax and Thomas Steele products further meet the Green Standard by having exceptional durability and low maintenance requirements. Our bike racks and site furnishings are environmentally attractive because they do not need to be replaced as often, and their maintenance has a very low impact because harmful environmental chemicals are not needed to clean them. All of the wood we use for our site furnishings must go through a chain of custody certification process. Moreover, the vendors we use for outsourcing are under 100 miles away from our plant, well within the 500 mile limit for this credit requirement.



All Thomas Steele and selected Madrax products are undercoated with our trademark e-Steele™ process which uses a state-of-the-art e-coating with an epoxy resin water-based paint for a process that produces a high durability coating. Epoxy e-coatings define the global benchmark in demanding environments where corrosion resistance must be maximized. Environmental awareness is another reason we e-coat. The e-coating process is environmentally friendly because it produces little or no HAPs (hazardous air pollutants), ultra-low VOCs (volatile organic compounds), and is OSHA and EPA compliant.

Our new plant in Waunakee, Wisconsin also has many "green" features. Among them are our air filtration system as opposed to an exhaust system. Four large Donaldson Torits air collectors mounted to the ceiling constantly filter and recycle the air, and a thermostatically controlled air compressor exhaust system recycles the heat from the plant to the office area in the winter and filters the heat out of the plant in the summer.



Live Green.

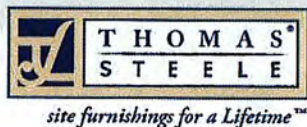
We all impact the planet every day by virtue of being alive. At Madrax and Thomas Steele, we are committed to a responsible, environmentally aware manufacturing process for both our workers and our products. As divisions of Trilary, Inc., Madrax and Thomas Steele are members of the U.S. Green Building Council, the nation's foremost coalition of leaders from across the building industry working to promote buildings that are environmentally responsible, profitable and healthy places to live and work. Our products support bike and pedestrian-friendly communities. In the community that is the greater world at large, we walk respectfully and take care to tread lightly on Mother Earth.

1.800.448.7931 www.madrax.com

1.800.241.2505 www.thomas-steele.com



Bike Green. Walk Green. Build Green. Live Green.™



10/12/2016

**MANUFACTURERS CERTIFICATION
POST-CONSUMER /INDUSTRIAL RECYCLED CONTENT**

THE STEEL USED TO MANUFACTURE MADRAX BICYCLE PARKING RACKS AND THOMAS STEELE SITE FURNISHINGS IS PRODUCED IN THE UNITED STATES USING THE BASIC OXYGEN FURNACE PROCESS.

THE BASIC OXYGEN FURNACE PROCESS USES A MINIMUM OF 32.7% RECYCLED STEEL. 25.5% POST CONSUMER and 7.2% POST INDUSTRIAL.

FOR ADDITIONAL INFORMATION ON THE RECYCLED CONTENT OF STEEL CONTACT THE STEEL RECYCLING INSTITUTE OR THE US STEEL GROUP.

MADRAX AND THOMAS STEELE PRODUCTS ARE MANUFACTURED IN WAUNAKEE, WISCONSIN.


10/2016




October 12, 2016

Our recycled plastics manufacturer uses only High Density Polyethylene (HDPE) as the raw material base in the manufacturing of its plastic lumber. HDPE makes up on average 96% of the product. The remaining 4% is colorant with UV inhibitors and blowing agent. Our recycled plastics manufacturer does not include any other products into its lumber such as wood pulp, wood fiber or fiberglass.

The feed stock of HDPE that RPI incorporates into its lumber is derived from three main sources; Post Consumer, Post Industrial and Wide Spec. The levels of each vary with customer requirements and market availability.

Current mix is Post Consumer material up to 50%, Post Industrial Material up to 40%.


10/2016

Regent™

U.S. Patent Numbers:
RGT-DN-1: D715698
RGT-UP-1: D730247



RGT-DN-1



RGT-UP-1



RGT-SNG-4



RGT-DBL-8

Item No.	Price (Wt)	Description (Capacity)
Park One Side		
RGT-DN-1-G	119 (23)	Regent (1 Bike) - Down Position - Surface Mount - Galvanized
RGT-UP-1-G	119 (23)	Regent (1 Bike) - Up Position - Surface Mount - Galvanized
RGT-SNG-2-G	269 (55)	Regent (2 Bikes) - Rail Mount, Park One Side - 23" L - Galvanized
RGT-SNG-3-G	399 (84)	Regent (3 Bikes) - Rail Mount, Park One Side - 39" L - Galvanized
RGT-SNG-4-G	519 (113)	Regent (4 Bikes) - Rail Mount, Park One Side - 55" L - Galvanized
RGT-SNG-5-G	649 (142)	Regent (5 Bikes) - Rail Mount, Park One Side - 71" L - Galvanized
RGT-SNG-6-G	779 (172)	Regent (6 Bikes) - Rail Mount, Park One Side - 87" L - Galvanized
RGT-SNG-7-G	909 (201)	Regent (7 Bikes) - Rail Mount, Park One Side - 103" L - Galvanized
RGT-SNG-8-G	1,039 (230)	Regent (8 Bikes) - Rail Mount, Park One Side - 119" L - Galvanized
RGT-SNG-9-G	1,169 (259)	Regent (9 Bikes) - Rail Mount, Park One Side - 135" L - Galvanized
RGT-SNG-10-G	1,299 (288)	Regent (10 Bikes) - Rail Mount, Park One Side - 151" L - Galvanized
Park Both Sides		
RGT-DBL-2-G	269 (53)	Regent (2 Bikes) - Rail Mount, Park Both Sides - 19" L - Galvanized
RGT-DBL-4-G	519 (101)	Regent (4 Bikes) - Rail Mount, Park Both Sides - 23" L - Galvanized
RGT-DBL-6-G	779 (153)	Regent (6 Bikes) - Rail Mount, Park Both Sides - 39" L - Galvanized
RGT-DBL-8-G	1,039 (205)	Regent (8 Bikes) - Rail Mount, Park Both Sides - 55" L - Galvanized
RGT-DBL-10-G	1,299 (257)	Regent (10 Bikes) - Rail Mount, Park Both Sides - 71" L - Galvanized
RGT-DBL-12-G	1,559 (310)	Regent (12 Bikes) - Rail Mount, Park Both Sides - 87" L - Galvanized
RGT-DBL-14-G	1,819 (362)	Regent (14 Bikes) - Rail Mount, Park Both Sides - 103" L - Galvanized
RGT-DBL-16-G	2,079 (414)	Regent (16 Bikes) - Rail Mount, Park Both Sides - 119" L - Galvanized
RGT-DBL-18-G	2,339 (466)	Regent (18 Bikes) - Rail Mount, Park Both Sides - 135" L - Galvanized
RGT-DBL-20-G	2,599 (518)	Regent (20 Bikes) - Rail Mount, Park Both Sides - 151" L - Galvanized
RGT-CGN-C*	50 (5)	Rails (2ea.) For Connecting All Regent™ Racks - 19" - Galvanized
VCC	20 (0)	Vinyl Cushion Coating for Each Locking Arm - Upcharge

Andrea Clausen

From: John Lundquist <jlundquist@wisc.edu>
Sent: Wednesday, September 21, 2016 2:32 PM
To: gbs@bidnet.com
Cc: Crescent Kringle
Subject: RFB #17-5290 for Architectural and Outdoor Products and Furniture, Including Waste and Recycling Containers
Attachments: 175290.docx

Good afternoon:

Attached is Request for Bid (RFB) package for the above-referenced contract.

Any questions pertaining to this contract MUST be directed to:

Crescent Kringle
UW Purchasing
21 N Park St, Suite 6101
Madison, WI 53715-1218
E-mail: crescent.kringle@wisc.edu
PHONE 608/262-5321 -- FAX 608/262-4467

Thank you.

John Lundquist
UW Madison
Purchasing Services
21 N. Park St. Suite 6101
Madison, WI 53715-1218
608-262-7833
608-262-4467 (fax)
john.lundquist@wisc.edu

Andrea Clausen

From: John Lundquist <jlundquist@wisc.edu>
Sent: Friday, September 30, 2016 11:27 AM
To: gbs@bidnet.com
Cc: Crescent Kringle
Subject: Amendment #1 to RFB #17-5290 for ARCHITECTURAL & OUTDOOR PRODUCTS AND FURNITURE, WASTE AND RECYCLING CONTAINERS
Attachments: 175290amen1.docx

Good morning,

Attached is Amendment # to Bid #17-5290. Amendment #1 was issued to answer questions received from bidders and update Attachment B (Itemized Bid List).

Any questions pertaining to this contract MUST be directed to:

Crescent Kringle
UW Purchasing
21 N Park St, Suite 6101
Madison, WI 53715-1218
E-mail: crescent.kringle@wisc.edu
PHONE 608/262-5321 -- FAX 608/262-4467

Thank you,

John Lundquist
UW Madison
Purchasing Services
21 N. Park St. Suite 6101
Madison, WI 53715-1218
608-262-7833
608-262-4467 (fax)
john.lundquist@wisc.edu



Town of Miami Lakes Memorandum

To: **Honorable Mayor and Town Council**

From: **Alex Rey, Town Manager**

Subject: **Purchase and Installation of Closed Circuit Television (CCTV) Cameras
and Adaptive Signal Control Technology (ASCT) on NW 154th Street
Corridor**

Date: **March 7, 2017**

Recommendation:

It is recommended that the Town Council authorize the Town Manager to waive the competitive bidding process in accordance with Section 5d of the Town's Procurement Ordinance 12- 142, and to award contracts to Express Supply, Inc. and Econolite for the purchase of Closed Circuit Television (CCTV) and Adaptive Signal Control Technology (ASCT) equipment from Miami-Dade County's approved vendor list for this technology in the amount of \$200,000

It is further recommended that the Town Council approve the Intergovernmental Agreement with Miami-Dade County for the installation and maintenance of CCTV and ASCT devices along the NW 154th Street Corridor from NW 87th Avenue to NW 77th Avenue (six intersections).

Background:

Over the last couple of years, our residents have indicated that traffic was their number one concern. As a result, in the summer of 2015, the Town conducted a Transportation Summit, which resulted in over 35 initiatives to help address the traffic in Miami Lakes. On November 3rd, 2015, the Town Council approved the Town's 2015-2025 Strategic Plan. The Strategic Plan incorporated all of the initiatives from the Transportation Summit and authorized the Town Manager to take all actions necessary to implement the policies and goals under the plan. One of the transportation initiatives identified is the implementation of Adaptive Signal

Control Technologies along the NW 154th Street Corridor.

Over the last year, the County has been assessing various technology options with the objective of implementing upgrades to all traffic signals countywide over a 5 to 7 year period with CCTV and ASCT technologies. To expedite this implementation, the County has allowed the Town to procure equipment and services from the County's approved provider, with the same pricing terms available under the County contract, to upgrade traffic signals within the 154th Street corridor from NW 87th Avenue to NW 77th Avenue, to provide for advanced traffic management capabilities, CCTV and ASCT.

The installation of CCTV cameras and ASCT technologies will help the County and the Town monitor traffic conditions in real-time and adjust signal timing for both normal rush hour traffic and special events based on the camera footage. The adaptive signals will automatically change signal-timing to improve traffic flow and keep signals synchronized as conditions change throughout the day. Equipped with cameras and secure Bluetooth/Wi-Fi devices, they are designed to monitor the intersections and reprogram their own timing to respond more quickly to changing conditions and improve the efficiency of the transportation network. According to the Federal Highway Administration (FHWA), on average these technologies can improve travel time by more than 10 percent and in areas with particularly outdated signal timing, improvements can increase to 50 percent or more. Lastly, the camera footage being collected is not recorded, nor use for traffic enforcement, and is only used to monitor traffic operations.

As part of the Intergovernmental Agreement with the County, the Town is responsible for providing all equipment, software licensing, subscriptions, etc. needed for the installation and operation of the approved devices. Because the County will only permit specific products from its approved vendors to be installed on County-owned poles, the normal competitive bidding process is unlikely to provide any benefit in terms of cost or quality since the competition is restricted to County-approved equipment. Therefore, in lieu of a formal competitive solicitation, Town staff will access County contracts to procure said equipment from the following County-approved vendors:

- Express Supply, Inc. – provider for the CCTV camera technology in the amount of \$18,000
- Econolite/Aegis ITS- provider for the ASCT technology in the amount \$152,000
- Allowance \$30,000

The funds are available and budgeted for this purpose in the Capital Fund. In the case that the Town needs to replace or repair the equipment, or enhance other identified intersections within the Town with this technology, it is also recommended that the Council authorize the Town Manager to access County contracts to purchase equipment from the County-approved vendors as long as funds are budgeted for this purpose.

We expect this project to be completed in 2017.

Attachments:

Intergovernmental Agreement

TOML Agreement with Express Supply

Miami Dade County Piggyback Contract

Resolution

**INTERGOVERNMENTAL AGENCY AGREEMENT
FOR TRAFFIC AND CONGESTION MANAGEMENT**

THIS INTERGOVERNMENTAL AGENCY AGREEMENT FOR TRAFFIC AND CONGESTION MANAGEMENT TO PERFORM TRAFFIC ENGINEERING FUNCTIONS (**AGREEMENT**), made and entered into this ____ day of _____, 2017, by and between the Town of Miami Lakes, **FLORIDA**, a municipal corporation of the STATE OF FLORIDA, hereinafter referred to as the **TOWN** and **MIAMI-DADE COUNTY (COUNTY)**, a political subdivision of the STATE OF FLORIDA, MIAMI-DADE County.

WITNESSETH

WHEREAS, pursuant to Section 2-96.1 of the Miami-Dade County Code, all traffic control and traffic engineering services in Miami-Dade County are under the exclusive jurisdiction of the **COUNTY**; and

WHEREAS, the Town and County are continuously cooperating to improve traffic conditions and improve mobility throughout the Town; and

WHEREAS, the **TOWN** desires to assume the installation and maintenance responsibilities of certain traffic devices and responsibilities for certain traffic engineering functions within the **TOWN** boundaries; and

WHEREAS, the TOWN is both equipped and able to perform the traffic engineering functions as herein specified; and

WHEREAS the **TOWN** has, by proper resolution attached hereto and by reference made a part hereof, authorized its officer(s) to enter into this **AGREEMENT**.

NOW THEREFORE, the **TOWN** and the **COUNTY** agree as follows:

1. The recitals set forth above are incorporated herein by reference.

2. The **COUNTY** shall install, operate, and maintain approved Intelligent Transportation Systems (ITS) devices (e.g. traffic monitoring cameras, Bluetooth/ WiFi traffic information systems, traffic data collection systems, etc.) that may be provided by the **TOWN** for use within **TOWN** boundaries. The Town shall be responsible for providing all equipment, software licensing, subscriptions, etc. needed for the installation and operation of the approved ITS devices.
3. The **COUNTY** is in the process of implementing upgrades to all traffic signals countywide over a 5 to 7 year period. In order to expedite this implementation within the **TOWN** boundaries; the **TOWN** may procure equipment and services from the **COUNTY's** approved provider of Caltrans 2070LX controllers, video detection systems, and traffic engineering services in order to upgrade traffic signals within mutually agreed upon corridor(s) to provide for advanced traffic management capabilities including but not limited to adaptive traffic signal controls, traffic responsive, etc. The **TOWN** shall be responsible for all costs for upgrading the traffic signals and the **COUNTY** shall be responsible for the **COUNTY** continued operations, engineering and maintenance costs for those traffic signals.
4. All traffic control devices and equipment must be approved and listed on the FDOT's Approved Products List and the County's Traffic Signal Qualified Products List.
5. The **TOWN** may provide installation sites and submit to the Traffic Signals and Signs Division (TSS) of the **COUNTY's** Department of Transportation and Public Works (DTPW) for review and implementation.
6. The **TOWN and the COUNTY** shall share all intersection vehicle counts and traffic data that may be collected through any efforts, including those not directly associated with this agreement.
7. The **TOWN** assumes sole and complete liability for any accidents and/or injuries which may or are alleged to occur or arise out of the installation, operation or maintenance of said traffic

control devices, and hereby indemnifies and saves harmless the **COUNTY** from any and all claims of negligence as a result of the installation, operation or maintenance of said signs.

8. All traffic control signs and pavement markings installed by the **TOWN** in accordance with this **AGREEMENT** shall conform to the applicable requirements established by the following publications, as amended from time to time:

- Florida Department of Transportation's Standard Specifications for Road and Bridge Construction.
- Manual on Uniform Traffic Control Devices for Streets and Highways, U.S. Department of Transportation Federal Highway Administration (ANSI D6.1e-1989), including latest revisions.
- Standard Highway Signs, U.S. Department of Transportation, Federal Highway Administration.
- Miami-Dade County Public Works Manual

9. For the installation of approved and permitted traffic control devices, the **TOWN** shall hire a **COUNTY** licensed contractor or perform the work in-house by the **TOWN** Public Works crew.

10. The **TOWN** shall be responsible for keeping records of any and all installations and repairs, and furnishing pertinent documents as and when said records may be requested.

11. Failure to carry out any of the duties and responsibilities assumed herein by the **TOWN** may result in termination of this **AGREEMENT**, at the sole discretion of the **COUNTY**.

IN WITNESS WHEREOF, the **TOWN** and the **COUNTY** have set their hands the day and year above written.

Attest:

MIAMI-DADE COUNTY

HARVEY RUVIN, CLERK

By: _____

Deputy Mayor

By: _____
County Deputy Clerk

Approved as to form and legal sufficiency:

Assistant County Attorney

Attest:

TOWN OF

By: _____
Town Clerk

By: _____
Town Manager

Approved as to form and legal sufficiency:

Town Attorney

Appendix A - Approved Intersections

- NW 154th Street and NW 77th Avenue
- NW 154th Street and SR 826/ Palmetto Expressway South
- NW 154th Street and NW 77th Court
- NW 154th Street and NW 79th Avenue
- NW 154th Street and NW 82nd Avenue
- NW 154th Street and NW 87th Avenue



Agreement

I. Parties

This Agreement, 2017-12 is made this 29 day of November 2016, by and between **Express Supply, Inc. ("Contractor")**, located at 632 Gatlin Avenue, Orlando, FL 32806 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 Contractor for the purchase of network equipment in an amount not to exceed the budgeted funds; and

Whereas Contractor has agreed to provide said equipment to the Town in accordance with its contract with Seminole County, Florida, dated May 19, 2016, 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 Contractor, in accordance with the terms of the Seminole County Contract, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore both parties agree as follows:

III. Products and Services

Contractor shall provide the purchase of network equipment to the Town in accordance with the terms of the above referenced Seminole County Contract. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

IV. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Seminole County Contract:

CONTRACT NUMBER

The Town of Miami Lakes' Traffic Camera agreement will be referenced as Contract #2017-12.

EFFECTIVE DATE

Month November Day 29 of 2016



SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

INVOICING

Contractor shall provide the Town with an invoice once per month for the goods 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)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- 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. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

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

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

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.



V. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Specialist
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Carmen Olazabal or Designee, Public Works
(305) 364-6100 ext. 1129 olazabalc@miamilakes-fl.gov

The point of contact for Express Supply, Inc. shall be:

Name: **Mark Schulting**, email: **mschulting@expresssupply.net**

Title: **President**, phone: **407-497-8614**

Express Supply, Inc.

Signature

Name (print): **Mark Schulting**

Town of Miami Lakes

Alex Rey, Town Manager

Attest:

Gina Inganzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, **Express Supply, Inc. ("Express")** 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 the **Mark Schulting**,
(type title of officer)

President, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the 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 **29** day of **Novemeber**, 20 **16**.

Carmen Schulting

Corporate Secretary

(Corporate Seal)





Exhibit "A"
Seminole County Contract

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

**TERM CONTRACT FOR PURCHASE OF NETWORK EQUIPMENT
(IFB-602546-16/GCM)**

THIS AGREEMENT is dated as of the 19th day of MAY 20 16, by and between **EXPRESS SUPPLY, INC.**, duly authorized to conduct business in the State of Florida, whose address is 632 Gatlin Avenue, Orlando, Florida 32806, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide network equipment to Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY does hereby retain CONTRACTOR to furnish equipment as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required equipment shall be specifically enumerated, described and depicted in the Release Orders authorizing delivery of specific equipment. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the equipment authorized by the Release Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written Notice to CONTRACTOR.

Section 3. Authorization for Services. Authorization for provision of equipment by CONTRACTOR under this Agreement shall be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached hereto as Exhibit B. Each Release Order shall describe the equipment required, state the dates for delivery of equipment and establish the amount and method of payment. The Release Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

Section 4. Time for Completion. The equipment to be provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders, as may be issued hereunder within the time specified therein.

Section 5. Compensation. COUNTY agrees to compensate CONTRACTOR for the services provided for under this Agreement on a "Fixed Fee" basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to CONTRACTOR pursuant to this Agreement shall not exceed COUNTY's the amount annually budgeted for purchase of network equipment.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all equipment required by the Release Order, but in event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order equipment actually provided, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total equipment actually delivered.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as equipment are furnished, but not more than once monthly. Each Release Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any equipment provided, the cost of the equipment therein, the name and address of CONTRACTOR, Release Order number, Contract number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:
Seminole County Traffic Engineering Division
140 Bush Boulevard
Sanford, Florida 32773

(d) Upon review and approval of CONTRACTOR's invoice, COUNTY shall, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes, pay CONTRACTOR the approved amount.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfaction delivery of equipment required hereunder and upon acceptance of the equipment by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment hereunder. Audits will be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) above.

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to equipment provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during the Agreement period and for

five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided for in subsection (c) above reveals any overpayment by COUNTY under the terms of this Agreement, CONTRACTOR will refund such overpayment to COUNTY within thirty (30) days of notice to CONTRACTOR by COUNTY.

Section 8. Responsibilities of CONTRACTOR. Neither COUNTY's review, approval, or acceptance of, nor payment for any of the equipment delivered will be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONTRACTOR shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specification, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for equipment delivered to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR; provided, however, that CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Whenever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement shall prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement

because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

Section 14. Assignment. This Agreement nor any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

Section 15. Subcontractors. In the event that CONTRACTOR during the course of the work under this Agreement requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

Section 16. Indemnification of COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

Section 17. Insurance.

(a) General. CONTRACTOR shall, at its own cost, procure insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY, its officials, officers,

and employees shall be named additional insured under the Commercial General Liability policy. If the policy provides for a blanket additional insured coverage, please provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the additional insured verbiage. The Certificate of Insurance shall provide that COUNTY shall be given, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) The Certificate of Insurance shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the insurance requirements of this Agreement. **The Certificate of Insurance shall have this Agreement number clearly marked on its face.** In lieu of the statement on the Certificate of Insurance, CONTRACTOR shall have the option to submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate of Insurance is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Section.

(3) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall, within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section. Certified copies of policies may only be provided by the insurer, not the agent/broker.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Florida Office of Insurance Regulation.

(2) In addition, such companies shall have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force

amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in this Agreement, the insurance shall become effective upon execution of this Agreement by CONTRACTOR and shall be maintained in force until the expiration of this Agreement's term and/or the expiration of all Work Orders issued under this Agreement, whichever comes first. Failure by CONTRACTOR to maintain insurance coverage within the stated period and in compliance with insurance requirements of COUNTY shall constitute a material breach of this Agreement, for which this Agreement may be immediately terminated by COUNTY. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover it for liability which would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's

and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover it for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements, other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess Policy) shall be as follows:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Insurance Liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover it for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto

Policy (ISO Form CA 00 01) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos, or any autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three times (3x) the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

Each Occurrence Bodily	\$1,000,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees or its agents of liability from any obligation under a Section or any other portion of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures", arising under this Agreement within the dispute resolution procedures set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day to day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and shall keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 22. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees

and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.071, Florida Statutes, with regard to public records and shall:

(1) keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;

(2) provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

(4) Upon termination of this Agreement, CONTRACTOR shall transfer, at no cost to COUNTY, all public records in possession of CONTRACTOR, or keep and maintain public records required by COUNTY under this Agreement. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains the public records upon completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(c) Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(d) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE

**CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY
PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116,
RHOOPER@SEMINOLECOUNTYFL.GOV, PURCHASING AND
CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL
32771.**

Section 26. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 27. Patents and Royalties. Unless otherwise provided, CONTRACTOR shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY which will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY agrees to return the article on request to

CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 28. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Seminole County Traffic Engineering Division
140 Bush Boulevard
Sanford, Florida 32773

For CONTRACTOR:

Express Supply, Inc.
632 Gatlin Avenue,
Orlando Florida 32806

Section 29. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

EXPRESS SUPPLY, INC.


, Secretary

By: 

MARK SCHULTING, CEO

Date: 5/17/14

(CORPORATE SEAL)

SEMINOLE COUNTY, FLORIDA

Gmarrozos
Witness
GLADYS MARROZOS
Print Name

Tommy Roberts
Witness
Tommy Roberts
Print Name

By: Betsy Cohen
BETSY COHEN, Purchasing Administrator
Date: 5/19/16

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

[Signature]
County Attorney

AEC/lpk

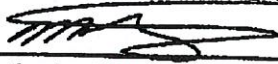
3/15/16 5/11/16

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Sample Release Order

SUBMIT BIDS TO: Seminole County 1301 E. Second Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Gladys Marrozos, CPPB Sr. Procurement Analyst 407-865-7110 - Phone 407-865-7956 - Fax gmarrozos@seminolecountyfl.gov	IFB-602546-16/GCM Term Contract for the Purchase of Network Equipment
<p style="text-align: center;"><u>Bid Due Date</u></p> <p style="text-align: center;">Date: <u>April 20, 2016</u></p> <p style="text-align: center;">Time: <u>2:00 PM</u> (Eastern Standard Time)</p> <p style="text-align: center;"><u>Location of Public Opening:</u> Purchasing & Contracts Division, PCD Conference Room 1301 E. Second Street, Sanford, FL 32771</p>	
Proposer Name: Express Supply, Inc.	Federal Employer ID Number: 20-5497315
Mailing Address: 632 Gatlin Ave	If returning as a "No Submittal", state reason (If so, return only this page):
City, State, Zip: Orlando, FL 32806	
Type of Entity (Circle one): Corporation Partnership Proprietorship Joint Venture Incorporated in the State of: Florida List of Principals: Mark Schulting	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers 1 through 4:  Authorized Signature (Manual) Date 5-2-2016
Email Address: info@expresssupply.net	Typed Name: Mark Schulting
Telephone Number: 407-497-8614	Title: CEO
Fax Number: N/A	Date: 5-2-2016

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID
 The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Part 1 General Scope

The Contractor will be responsible for furnishing network equipment on an as needed basis by the County in accordance to the terms and conditions of the Contract Documents.

The list of network equipment includes but is not limited to switches, optics, antennas, encoders, etc. Equipment is to be used to upgrade and expand the ATMS and signal system in Seminole County. Boxes and covers shall be new, currently advertised standard production models. Bidder must state manufacturer's name and model on the Bid Response Form. Submittals shall include descriptive literature and manufacturer's specifications in sufficient detail to enable proper evaluations of the products offered.

Authorization for delivery of materials by the successful Contractor under this Agreement shall be in the form of written Release Orders issued and executed by the County. Each Release Order shall describe the materials required and shall state the delivery information.

**Part 4
Price Submittal**

**IFB-602546-16/GCM
Term Contract for the Purchase of Network Equipment**

Name of Bidder: Express Supply, Inc
Mailing Address: 632 Gatlin Ave
Street Address: 632 Gatlin Ave
City/State/Zip: Orlando, FL 32806
Phone Number: (407) 497-8614 FAX Number: ()
E-Mail Address: info@expresssupply.net

Pursuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, and tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the required services/commodities all in strict conformity Bid Documents for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

Costs shall be inclusive of all direct and indirect costs including but not limited to, materials, labor, equipment, transportation, coordination and incidentals necessary for the performance of the work specified in Bid documents.

The cost of the materials/equipment shall include all costs, including but not limited to:

- § General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery/transportation of unit(s) to the County's service delivery address, indirect costs, i.e., insurance, etc., indirect labor costs.

TOTAL AMOUNT OF BID: \$ 3,336,681.50

Price Sheets are available in Excel under a separate file for your convenience.

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
01	ITS Express ITS-8020 Kit 2 sfp+ 1 100/1000 combo/copper + 7 10/100copper Hardend multicast switch includes 2 sfp-10000x10 uht om power supply and din rail ITS Express or approved equal	ITS EXPRESS	150	Each	\$799.99	\$119,998.50
02	ITS Express ITS-8040 Kit 4 100/1000 sfp combo + 8 10/100/1000 copper Hardend multicast switch 2 sfp-10000x10 uht om power supply and din rail ITS Express or approved equal	ITS EXPRESS	100	Each	\$1,099.99	\$109,999.00
03	ITS Express ITS-8040 Plus Kit 4 100/1000 sfp combo + 8 10/100/1000 copper Plus Bypass, 2 sfp-10000x20 uht om 2 jumpers LC-LC Hardend multicast switch power supply and din rail ITS Express or approved equal	ITS EXPRESS	100	Each	\$1,299.99	\$129,999.00
04	ITS Express ITS-8012-24 Kit 8 100/1000 sfp combo + 16 10/100/1000 copper Hardend multicast switch 2 sfp-10000x10 uht om power supply and din rail ITS Express or approved equal	ITS EXPRESS	200	Each	\$1,299.99	\$259,998.00
05	ITS Express ITS-8012-24 Plus Kit 8 100/1000 sfp combo + 16 10/100/1000 copper Plus Bypass 2 sfp-10000x20 uht om 2 jumpers LC-LC Hardend multicast switch Redundant Internal power ITS Express or approved equal	ITS EXPRESS	100	Each	\$1,699.99	\$169,999.00
06	ITS Express 8024 8 1000 sfp + 16 100/1000sfp/10/100/1000 Copper Hardend multicast switch 2 sfp-10000x10 uht om Rack Mountable Internal power ITS Express or approved equal	ITS EXPRESS	60	Each	\$1,699.99	\$101,999.40
07	ITS Express 8028 2 1000 sfp + 24 100/1000sfp/10/100/1000 Copper Hardend multicast 2 sfp-10000x10 uht om Rack Mountable Internal power supply ITS Express or approved equal	ITS EXPRESS	80	Each	\$1,099.99	\$87,999.20
08	ITS Express ITS- Optical Bypass Fiber Optic Bypass Switch Include 2 jumpers LC-LC no power supply ITS Express or approved equal	ITS EXPRESS	100	Each	\$199.99	\$19,999.00
09	ITS-Express-MC1000 ITS Express Media Conv SFP to 10/100/1000 Fixed Copper media converter. No power supply ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70
10	ITS Express 80 Series Power Supplies For Din Rails Mount Switches ITS Express or approved equal	ITS EXPRESS	30	Each	\$79.99	\$2,399.70
11	ITS-Express-MC100 ITS Express Media Conv 30km SM to 10/100 Copper mini media converter. No power supply ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
12	ITS-Express-MC1000 ITS Express Media Conv SFP to 10/100/1000 Copper media converter. No power supply ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70
13	ITS Express Cellular Router CR-1000 Cellular cabinet network device ITS Express or approved equal	ITS EXPRESS	30	Each	\$899.99	\$26,999.70
14	ITS Express Layer 3 Hardened Ethernet Switch 10GB Base ITS Express or approved equal	ITS EXPRESS	10	Each	\$4,999.99	\$49,999.90
15	ITS Express Layer 3 Hardened Switch Expansion Copper Modules ITS Express or approved equal	ITS EXPRESS	10	Each	\$99.99	\$999.90
16	ITS Express Layer 3 Hardened Switch Expansion Fiber Port Modules ITS Express or approved equal	ITS EXPRESS	10	Each	\$799.99	\$7,999.90
17	ITS Express Hybrid CCTV Cable Designed specifically for the demands of a Bosch IP CCTV Network Environment. 1000 Foot Spool. ITS Express or approved equal	ITS EXPRESS	30	Each	\$1.49	\$44.70
18	ITS Express TS-2 POE Midspan 85 Watt for Bosch Cameras ITS Express or approved equal	ITS EXPRESS	30	Each	\$199.99	\$5,999.70
19	ITS Express CCTV Power Supply 24 VAC ITS Express or approved equal	ITS EXPRESS	30	Each	\$19.99	\$599.70
20	ITS Express POE Injector Standard hardened poe injector ITS Express or approved equal	ITS EXPRESS	30	Each	\$59.99	\$1,799.70
21	ITS Express Candy Cane Mount ITS Express or approved equal	ITS EXPRESS	30	Each	\$129.99	\$3,899.70
22	ITS Express Mast ARM Bracket with Cables ITS Express or approved equal	ITS EXPRESS	30	Each	\$139.99	\$4,199.70
23	ITS Express Video Server Software Video Server for BVMS-ITS ITS Express or approved equal	ITS EXPRESS	2	Each	\$12,999.99	\$25,999.98
24	ITS Express Video Decoder Matrix Software Video Wall Decoder ITS Express or approved equal	ITS EXPRESS	20	Each	\$7,299.99	\$145,999.80
25	ITS Express Workstation BVMS-ITS WorkStation ITS Express or approved equal	ITS EXPRESS	30	Each	\$4,999.99	\$149,999.70
26	ITS Express Mobile Server BVMS-ITS Mobile Server ITS Express or approved equal	ITS EXPRESS	30	Each	\$4,999.99	\$149,999.70
27	ITS Express Workstation Monitor Curved Monitor 28" or larger ITS Express or approved equal	ITS EXPRESS	1	Each	\$1,099.99	\$1,099.99
28	ITS Express RAID System Raid 0,1,4,5,6,10 Recording system ITS Express or approved equal	ITS EXPRESS	1	Each	\$18,999.99	\$18,999.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
29	ITS Express Fiber Patch Cables 1,2, or 3 Meter Any Standard Optical Connector ITS Express or approved equal	ITS EXPRESS	30	Each	\$11.99	\$359.70
30	ITS Express SFP-100-FX UHT OM MM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$129.99	\$3,899.70
31	ITS Express SFP-100-LX 20KM UHT OM SM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$129.99	\$3,899.70
32	ITS Express SFP-100-LX 30KM FXUHT OM SM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$139.99	\$4,199.70
33	ITS Express SFP-100-LX 40KM FXUHT OM SM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	30	Each	\$149.99	\$4,499.70
34	ITS Express SFP-100-GX UHT OM 100c temp rating Optical monitoring Copper works in std 1000 SFP Port ITS Express or approved equal	ITS EXPRESS	30	Each	\$199.99	\$5,999.70
35	ITS Express SFP-1000-FE UHT 100c temp rating Optical monitoring 10/100/1000 Copper SFP ITS Express or approved equal	ITS EXPRESS	10	Each	129.99	\$1,299.90
36	ITS Express SFP-1000-SX UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	64.99	\$64.99
37	ITS Express SFP-1000-SXL 2 KM UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	149.99	\$1,499.90
38	ITS Express SFP-1000-LX10 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	100	Each	129.99	\$12,999.00
39	ITS Express SFP-1000-LX20 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	129.99	\$1,299.90
40	ITS Express SFP-1000-LX40 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	169.99	\$1,699.90
41	ITS Express SFP-1000-EX60 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	189.99	\$1,899.90
42	ITS Express SFP-1000-ZX80 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	239.99	\$4,799.80
43	ITS Express SFP-1000-ZX120 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	279.99	\$2,799.90
44	ITS Express SFP-1000-ZX180 UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	299.99	\$299.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
45	ITS Express SFP-1000-BX 20 UHT OM (Pair) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	249.99	\$2,499.90
46	ITS Express SFP-1000-BX 40 UHT OM (Pair) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	349.99	\$3,499.90
47	ITS Express SFP-1000-BX 80 UHT OM (Pair) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	599.99	\$5,999.90
48	ITS Express SFP-1000-BX 160 UHT OM (Pair) 100c temp rating Optical monitoring This item includes two optics ITS Express or approved equal	ITS EXPRESS	10	Each	999.99	\$9,999.90
49	ITS Express XFP-10GIG-SR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	179.99	\$1,799.90
50	ITS Express XFP-10GIG-10LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	299.99	\$5,999.80
51	ITS Express XFP-10GIG-40 ER UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	349.99	\$6,999.80
52	ITS Express XFP-10GIG-80ZR UHT OM 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	10	Each	139.99	\$1,399.90
53	ITS Express SFP+-10GIG-SR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	149.99	\$149.99
54	ITS Express SFP+-10GIG-10LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	149.99	\$149.99
55	ITS Express SFP+-10GIG-20LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	169.99	\$169.99
56	ITS Express SFP+-10GIG-30LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	179.99	\$179.99
57	ITS Express SFP+-10GIG-40LR UHT OM 100c temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	10	Each	199.99	\$1,999.90
58	ITS Express SFP+-10GIG-40ER UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	20	Each	199.99	\$3,999.80
59	ITS Express SFP+-10GIG-60ER UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	5	Each	249.99	\$1,249.95

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
60	ITS Express SFP+-10GiG-70ZR UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	499.99	\$499.99
61	ITS Express SFP+-10GiG-80ZR UHT OM 100c Ultra High temp rating Optical monitoring ITS Express or approved equal	ITS EXPRESS	1	Each	599.99	\$599.99
62	ITS Express SFP+-10GiG-20BR UHT OM (Pairs) 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	1	Each	399.99	\$399.99
63	ITS Express SFP+-10GiG-40BR UHT OM (Pairs) 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	1	Each	499.99	\$499.99
64	ITS Express SFP+-10GiG-80BR UHT OM (Pairs) 100c temp rating Optical monitoring or approved equal	ITS EXPRESS	1	Each	1299.99	\$1,299.99
65	ITS Express QSFP-40GiG-SR4 HT OM High Temp Optical Monitoring or approved equal	ITS EXPRESS	1	Each	469.99	\$469.99
66	ITS Express QSFP-40GiG-LR4 HT OM High Temp Optical Monitoring or approved equal	ITS EXPRESS	1	Each	1499.99	\$1,499.99
67	ITS Express QSFP-40GiG-ER4 HT OM High Temp Optical Monitoring or approved equal	ITS EXPRESS	1	Each	3999.99	\$3,999.99
68	ITS Express POE Hardend POE Injector ITS Express or approved equal	ITS EXPRESS	25	Each	349.99	\$8,749.75
69	Bosch HD Mini Dome outdoors with complete with mounting and power supply ITS Express or approved equal	BOSCH	25	Each	760.99	\$19,024.75
70	Onsite Engineering services per hour or approved equal	ITS EXPRESS	40	per/hr	189.99	\$7,999.60
71	Engineering services per hour or approved equal	ITS EXPRESS	40	per/hr	179.99	\$7,199.60
72	Remote Support Remote Support for any ITS or Bosch ITS Products or approved equal	ITS EXPRESS	40	per/hr	\$139.99	\$5,599.60
73	Bosch Mounting Kit 9543 Pipe Mount Kit Bosch or approval equal	BOSCH	1	Each	\$89.99	\$89.99
74	Bosch Mounting Kit 9541 Dome camera mounting kit with flat mounting plate for concrete pole mount Bosch or approval equal	BOSCH	1	Each	\$89.99	\$89.99
75	Bosch VG4-A-PA0 MOUNT Bosch or approval equal	BOSCH	1	Each	159.99	\$159.99
76	Bosch VG4-A-PA1 MOUNT Bosch or approval equal	BOSCH	1	Each	199.99	\$199.99
77	Bosch Bubble Clear lens for Bosch ITS domes Bosch or approval equal	BOSCH	1	Each	\$75.99	\$75.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
78	MBV-XKBD-30 Keyboard License Bosch or approval equal	BOSCH	1	Each	\$160.99	\$160.99
79	Bosch VG-ITS series Camera Repair Bosch or approval equal	BOSCH	1	Each	\$850.99	\$850.99
80	Bosch HD Mini Dome outdoors with complete with mounting and power supply Bosch or approval equal	BOSCH	1	Each	\$99.99	\$99.99
81	Bosch HD Mini Dome indoors with complete with mounting and power supply Bosch or approval equal	BOSCH	1	Each	\$999.99	\$999.99
82	ITS Express Monitor LED Large format 1080p resolution 120HZ ITS Express or approval equal	ITS EXPRESS	1	Each	\$2,299.99	\$2,299.99
83	Bosch VIPX1XF-E Bosch or approval equal	BOSCH	1	Each	\$299.99	\$299.99
84	Bosch VIP-X1XF-PSU Bosch or approval equal	BOSCH	1	Each	\$15.99	\$15.99
85	Bosch VIP-X2-FS1 Bosch or approval equal	BOSCH	1	Each	\$172.99	\$172.99
86	Bosch VG4 Internal encoder upgrade Internal H.264 encoder only Bosch or approval equal	BOSCH	1	Each	\$699.99	\$699.99
87	Bosch NKN-71027-BA3-20N Bosch or approval equal	BOSCH	1	Each	\$1,199.99	\$1,199.99
88	Bosch NKN-71027-BA4-20N Bosch or approval equal	BOSCH	1	Each	\$1,239.99	\$1,239.99
89	Bosch NUC-61022-F2M Bosch or approval equal	BOSCH	1	Each	\$399.99	\$399.99
91	Bosch NUC-61051-F2M Bosch or approval equal	BOSCH	1	Each	\$599.99	\$599.99
92	Bosch NKN-71013-BA4-20N Bosch or approval equal	BOSCH	1	Each	\$1,299.99	\$1,299.99
93	Bosch BVMS-ITS Video Wall Matrix Bosch or approval equal	BOSCH	1	Each	\$1,099.99	\$1,099.99
94	Bosch BVMS-ITS Pro (MBV-BPROITS) BVMS-ITS VERSION 8 CHAN,2 WS,1DVR,1KEY, MPEG2 H.263, H.264 Bosch or approval equal	BOSCH	1	Each	\$8,499.99	\$8,499.99
95	Bosch BVMS-ITS ENTERPRISE (MBV-ENTITS) BVMS-ITS VERSION 8 CHAN,2 WS,1DVR,1KEY, MPEG2 H.263, H.264 Bosch or approval equal	BOSCH	1	Each	\$10,999.99	\$10,999.99
96	Bosch BVMS-ITS CAMERA EXPANSION 10 pk Bosch or approval equal	BOSCH	10	Each	\$1,800.99	\$18,009.90
97	Bosch BVMS-ITS CAMERA EXPANSION 50 Pk Bosch or approval equal	BOSCH	1	Each	\$8,500.99	\$8,500.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
98	Bosch BVMS-ITS CAMERA EXPANSION/ 100pk Bosch or approval equal	BOSCH	1	Each	\$16,500.99	\$16,500.99
99	Bosch BVMS-ITS Workstation Expansion / 10pk Bosch or approval equal	BOSCH	1	Each	\$3,999.99	\$3,999.99
100	Bosch BVMS-ITS Workstation Expansion / qty 1 Bosch or approval equal	BOSCH	1	Each	\$450.99	\$450.99
101	Bosch BVMS-ITS Workstation Expansion / 10pk Bosch or approval equal	BOSCH	1	Each	\$4,000.99	\$4,000.99
102	Bosch BVMS-ITS Keyboard expansion 1 each Bosch or approval equal	BOSCH	1	Each	\$220.99	\$220.99
103	Bosch BVMS-ITS DVR Expansion 1 each Bosch or approval equal	BOSCH	1	Each	\$799.99	\$799.99
104	Bosch BVMS-ITS Enterprise Upgrade 1 each Bosch or approval equal	BOSCH	1	Each	\$1,600.99	\$1,600.99
105	Bosch BVMS-ITS Mobile Server license 1 each Bosch or approval equal	BOSCH	1	Each	\$540.99	\$540.99
106	Bosch BVMS-ITS Intrusion Panel Bosch or approval equal	BOSCH	1	Each	\$380.99	\$380.99
107	Bosch BVMS-ITS Forensic Search License Bosch or approval equal	BOSCH	1	Each	\$1,299.99	\$1,299.99
108	Bosch BVMS-ITS OPC Server license Bosch or approval equal	BOSCH	1	Each	\$2.00	\$2.00
109	Bosch BVMS-ITS Ent SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$4,995.00	\$4,995.00
110	Bosch BVMS-ITS Pro SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$3,599.00	\$3,599.00
111	Bosch BVMS-ITS Workstation SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$250.00	\$250.00
112	Bosch BVMS-ITS Channel Exp SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$65.00	\$65.00
113	Bosch BVMS-ITS Mobile SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$299.00	\$299.00
114	Bosch BVMS-ITS DVR SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$495.00	\$495.00
115	Bosch BVMS-ITS Keyboard SMA 3Years Bosch or approval equal	BOSCH	1	Each	\$69.99	\$69.99
116	Bosch BVMS-ITS Forensic SMA 3Years Bosch or approval equal	BOSCH	1	Each	\$699.99	\$699.99
117	Bosch BVMS-ITS Ent Upgrad SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$299.99	\$299.99
118	Bosch BVMS-ITS OPC SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$2.00	\$2.00
119	Bosch BVMS-ITS Intrusion Panel SMA 3 Years Bosch or approval equal	BOSCH	1	Each	\$295.00	\$295.00
120	Bosch BVC-ITS 32 channel Exp Bosch or approval equal	BOSCH	1	Each	\$2,500.00	\$2,500.00

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
124	Bosch BVMS-ITS VRM Exp 128 Bosch or approval equal	BOSCH	1	Each	\$12,500.99	\$12,500.99
125	Bosch BVMS-ITS VRM Base System W 16 Chan. Bosch or approval equal	BOSCH	1	Each	\$2,895.99	\$2,895.99
126	Bosch BVMS-ITS Video Storage E2700 BASE UNIT 12X4TB; SUPPORTS RAID-5 AND RAID-6 INCLUDES NETAPP SUPPORT Bosch or approval equal	BOSCH	1	Each	\$18,998.99	\$18,998.99
127	Bosch BVMS-ITS Video Storage E2700 BASE UNIT 12X8TB; SUPPORTS RAID-5 AND RAID-6 INCLUDES NETAPP SUPPORT Bosch or approval equal	BOSCH	1	Each	\$26,999.99	\$26,999.99
128	Bosch VG5-ITS 1080P-30X4 ITS Version IP HD 1080P High Temp Nema TS-2 CAMERA & 24V PS ONLY Bosch or approval equal	BOSCH	120	Each	2999.99	\$359,998.80
129	VG5-ITS 1080P-30X4 KIT ITS Version IP HD 1080P High Temp Nema TS-2 Includes Camera, I/F, Power Supply & Candy Cane mount. Bosch or approval equal	BOSCH	140	Each	3198.99	\$447,998.60
130	VG5-ITS 720P-30X4 ITS Version IP HD 720P Starlight High Temp Nema TS-2 CAMERA & 24V PS ONLY Bosch or approval equal	BOSCH	120	Each	2599.99	\$311,998.80
131	VG5-ITS 720P-30X4 KIT ITS Version IP HD 720P Starlight High Temp Nema TS-2 Includes Camera, I/F, Power Supply & Candy Cane mount. Bosch or approval equal	BOSCH	100	Each	\$2,749.99	\$274,999.00
132	Bosch MIC-ITS720P Ruggedized 720p50/60 HD PTZ day/night camera excellent low-light imaging; HPoE; IVA Bosch or approval equal	BOSCH	1	Each	3299.99	\$3,299.99
133	BOSCH MIC-1080P Ruggedized 1080p30 HD PTZ day/night camera excellent low-light imaging; HPoE; IVA Bosch or approval equal	BOSCH	1	Each	\$3,699.99	\$3,699.99
134	BOSCH POE MIDSPAN 95W Poe midspan for Bosch Mic ITS series Cameras Bosch or approval equal	BOSCH	1	Each	\$349.99	\$349.99
135	Bosch Poe Midspan 60 Watt poe midspan for Bosch 720 / 1080-ITS Series Cameras Bosch or approval equal	BOSCH	1	Each	\$179.99	\$179.99

Company Name: Express Supply

Item	Description	Proposed Manufacturer	QTY	Unit	Unit Price	Extended Price
136	Bosch MIC-DCA-HWA DCA mount for a MIC7000 camera. For installation on top of pole Bosch or approval equal	BOSCH	1	Each	\$199.99	\$199.99
137	Bosch MIC-WMB-WD Wall mount bracket Bosch or approval equal	BOSCH	1	Each	\$298.00	\$298.00
138	Bosch MIC-PMB Pole Mount Bracket for Mic Bosch or approval equal	BOSCH	1	Each	\$229.99	\$229.99
139	Bosch MIC-SCA-WD Shallow conduit adapter for a MIC-WMB Bosch or approval equal	BOSCH	1	Each	\$129.99	\$129.99
140	ITS Express Hybrid Camera cable per ft. Cat 5e, 6 conductor 16 AWG shielded w/drain wire 1000' spools per foot ITS Express or approved equal	ITS EXPRESS	3000	per ft.	1.49	\$4,470.00
Total						\$3,336,681.50

Company Name: Express Supply

FAX/FED/CCN NUMBERS
 FLORIDA SALES: 88-11-033985-53C
 FEDERAL SALES/USE: 88-74-0013K

Board of County Commissions
 Seminole County, Florida
PURCHASE ORDER

EXHIBIT " B "

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
 MUST REFERENCE THIS PURCHASE ORDER NUMBER.


ORDER TYPE	OP
ORDER DATE	
REQ. NUMBER	
ANALYST	
VENDOR NUMBER	

FOR INQUIRIES REGARDING THIS ORDER, CONTACT
**ADMINISTRATIVE SERVICES DEPARTMENT - PURCHASING
 AND CONTRACTS DIVISION**
 1101E, 1st STREET - COUNTY SERVICES BLDG, RM. 83258
 SANFORD FLORIDA 32771
 PHONE (407) 885-7716 / FAX: (407) 885-7886

ITEM	
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ITEM	
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DELIVERY	
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ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
Sample of Release Order					
					
August 1, 2011 to August 31, 2011					
TOTAL AMOUNT					

Terms and Conditions

- 1. AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.
- 2. DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.
- 3. WARRANTY.** Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596), as amended, (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.
- 4. MODIFICATIONS.** This order can be modified or rescinded only in writing by the parties or their duly authorized agents.
- 5. TERMINATION.** The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.
- 6. INDEMNIFICATION.** Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way effect any other legal remedy the County may have under this order or at law.
- 7. INSURANCE.** Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. All policies shall name Seminole County as an additional insured.
- 8. INSPECTION.** All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at its option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.
- 9. TAXES.** Seminole County Government is a non-profit organization and not subject to tax.
- 10. FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.
- 11. PAYMENT TERMS.** It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.
- 12. PRICE PROTECTION.** Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.
- 13. PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.
- 14. QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.
- 15. ASSIGNMENT.** Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.
- 16. EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.
- 17. RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.
- 18. FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.
- 19. FAILURE TO ACCEPT PURCHASE ORDER.** Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.
- 20. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.
- 21. FLORIDA PUBLIC RECORDS ACT.** Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, Florida Statutes.

Model 2070LX Traffic Signal Controller Project
Contract No. BW9872-MT

THIS AGREEMENT made and entered into as of this 10th day of June 2016 by and between Econolite Control Products Inc., a corporation organized and existing under the laws of the State of California, having its principal office at 3360 E. La Palma Ave Anaheim, CA 92806 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the County desires to procure from the Contractor ten (10) Econolite model 2070LX controllers, supporting hardware and software, with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), Price and Payment schedule, (Appendix B), and all other attachments hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Econolite Control Products Inc. and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and items of nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or modifications to the amount, type or value of the Work and /or Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the goods and services to be performed by the Contractor.
- k) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
- l) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Addenda and attachment thereof 2) these Terms and Conditions, 3) the Scope of Services (Appendix A), and 4) the Price and Payment Schedule (Appendix B).

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to

that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish materials and training, and other items required to perform the Services that are necessary for the completion of this Contract. All Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

ARTICLE 5. CONTRACT TERM

The County anticipates awarding a contract for the purchase of items listed in Appendix A. The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through the completion of the program.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally, via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade Traffic Signals and Signs Facility
7100 N.W. 36TH Street
Miami, FL 33166
Attention: Nahum Fernandez
Phone: (305) 592-3580 Ext. 6790006
E-mail: FernaN@miamidade.gov

- b) Delivery contact person and address:
James H. Jackson
Miami-Dade County DTPW
Traffic Signals and Signs Division
7100 N.W. 36TH Street
Miami, FL 33166
Phone: (305) 592-3580 Ext. 6790045

and,

- c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 2100
Miami, FL 33128-1974
Attention: Miriam Singer
Sr. Assistant Director
Phone: (305) 375-5502

(2) To the Contractor

- a) to the local office:

Econolite Control Products Inc.
PO Box 550897
Jacksonville, FL 32255
Attention: Connie M Braithwaite
Phone: 904-849-1499
Fax: 904-212-1320
E-mail: cbraithwaite@econolite.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PRICE AND PAYMENT FOR SERVICES

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Services to be performed under this Contract. The compensation for all Services performed under this Contract, including all costs associated with such Services, shall be as specified in Appendix B – Price and Payment Schedule; however, the Contractor may offer incentive discounts to the County at any time during the project. The County shall have no obligation to pay the Contractor any additional sum in excess of these amounts, except for changes and/or modifications to the Contract, which are approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before the County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. METHOD AND TIMES OF PAYMENT

The Contractor agrees to accept for reimbursement those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable (per Appendix B-Price and Payment Schedule) to the Services as outlined throughout this agreement.

The Contractor agrees that under the provision of this Agreement charges are inclusive of transportation, fuel, labor and cleanup, reimbursement shall represent all charges incurred by the Contractor. The Contractor shall submit an invoice(s) to the County User Department after purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of periodic invoices shall not exceed thirty (30) calendar days from the delivery of the item(s).

The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information defined above and further detailed in Appendix B, the time and materials or service provided to the County. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative have approved invoices.

The Contractor may bill the County periodically, but not more than once per month. All invoices shall be taken from the books of account kept by the Contractor, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be fourteen (14) days from receipt of a proper invoice. All payments due from the County, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade Traffic Signals and Signs Facility
7100 N.W. 36TH Street
Miami, FL 33166
Attention: Nahum Fernandez
Phone: (305) 592-3580 Ext. 6790006
E-mail: FernaN@miamidade.gov

The County may at any time designate a different address and/or contact person by giving written notice to the other party. The County shall only issue payment for on-going services approved by a department representative.

ARTICLE 9. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials (except where recycled content is specifically requested) supplied by the Contractor shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the Contractor are found to be defective or do not conform to specifications, the materials may be returned to the Contractor, at the Contractor's expense.

ARTICLE 10. WARRANTY SHALL BE ONE (1) YEAR MINIMUM**A. Type of Warranty Coverage Required**

The Contractor shall warrant its product and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the Contractor does not constitute a waiver of these warranty provisions.

B. Econolite Autoscope Encore Video Detection**Type of Warranty Coverage Required**

The Contractor shall warrant the Econolite Autoscope Encore video detection for a minimum period of three (3) years after the date of acceptance. This warranty requirement shall remain in force for the full three (3) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received by the Contractor does not constitute a waiver of these warranty provisions.

C. Dell Servers

The Contractor shall warrant the Dell Server used for the Central Server and Software for a minimum period of three (3) years after the date of acceptance. This warranty requirement shall remain in force for the full three (3) year period; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received by the Contractor does not constitute a waiver of these warranty provisions.

D. Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the County, as soon as possible but not to exceed 10 calendar or as specified by the Project Manager, after the County notifies the Contractor of such deficiency. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective item(s) within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor may be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the County may (a) place the Contractor in default of its contract, and/or (b) procure the products and/or

services from another Contractor and charge the Contractor for any additional costs that are incurred by the County for the services and/ or items; either through a credit memorandum or through invoicing; (c) debar the Contractor.

ARTICLE 11. FINAL ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in Appendix A. If a Contractor provided product is determined to not meet the specifications and requirements of this contract, either prior acceptance or upon initial inspection, the item shall be returned, at Contractor's expense, to the Contractor. At the County's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item(s). The Contractor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

ARTICLE 12. UNAUTHORIZED WORK

Neither the Contractor nor any of their employees shall perform any work other than the work that is defined herein. The County representative may permit specific exceptions to the provisions of this paragraph when such permission is given in writing. The Contractor shall not be paid for any work performed outside of the scope defined in Appendix A of the contract or any work otherwise unauthorized.

ARTICLE 13. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the Contractor's negligent acts, omissions, or willful misconduct in the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors, except to the extent such actions, claims, damages to persons or property, penalties, obligations, or liabilities arise from the negligent acts, omissions, or willful misconduct of the County, its officers, employees and agents. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 N.W. 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 14. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to the satisfactory performance of all materials and services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including reasonable attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to perform the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 15. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. Each employee shall have and wear proper identification.

ARTICLE 16. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all services under this Agreement, an independent Contractor, and not an employee, agent or servant of the County. All persons engaged in any of the services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the services, and in all respects the Contractor's relationship and the relationship of its employees to the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 17. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the materials and services; questions as to either party's fulfillment of its obligations under the Contract; negligence,

fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties.

The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 18. MUTUAL OBLIGATIONS

- a) This Agreement, including appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of

ownership control or statutory control) to a party.

- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 19. QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in (Appendix A) Scope of Services. The Contractor and its suppliers, shall retain all documents relevant to the Services furnished under this Agreement for a period of no less than three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 20. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds relevant to the Services furnished under this Agreement. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allow ability and allocability of costs.

ARTICLE 21. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 22. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a ten (10) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of

the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such ten (10) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Services.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder.

The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Services or be unlawful.

ARTICLE 29. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial

information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under

common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**

(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of the County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General

(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 33. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts

for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors

performing services in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.

- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the services required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing services and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services or supplies, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Services being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any Contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the

Services to be performed hereunder except upon prior written approval and instruction of the County; and

- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)**a) User Access Fee**

Pursuant to Section 2-8.10 of the Miami-Dade County Code, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 43. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

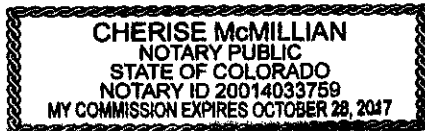
Miami-Dade County

By: Chis Conline
Name: Chis Conline
Title: DIRECTOR EASTERN SOKS

Date: 5/18/16

Attest: Cherise McMillian
Corporate Secretary/Notary Public

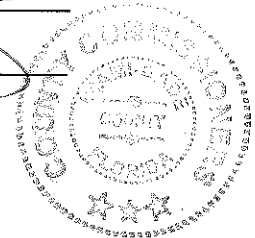
Corporate Seal/Notary Seal



By: for Carlos A. Gimenez
Name: Carlos A. Gimenez
Title: Mayor

Date: 6/10/16

Attest: [Signature]
Clerk of the Board



Approved as to form
and legal sufficiency

[Signature]
Assistant County Attorney

APPENDIX A- SCOPE OF SERVICES

FIELD EQUIPMENT

The Contractor shall provide the Econolite Model 2070LX Controllers, Autoscope Encore Video Detection, and BlueTOAD Travel Time Equipment in the following quantities (in addition to miscellaneous cables and peripheral hardware needed for installation):

- i. (10) Econolite Model 2070LX Controller with ASC/3 software
- ii. (1) Autoscope Encore Video Detection, four approach
- iii. (8) Autoscope Encore Video Detection, two approach
- iv. (4) BlueTOAD POE-based Hardware w/CAT 5 Cable

Installation of the traffic signal controllers and all supporting field equipment for the Project will be provided by the Department of Transportation and Public Works' (DTPW) Traffic Signals and Signs (TSS) Division with technical support provided by the Contractor for system start-up after installation is completed.

The Contractor shall provide ASC/3 controller software timing files for all tests Project intersections based on timing plans provided by the DTPW TSS Division.

CENTRAL SYSTEM SERVER AND SOFTWARE

The Contractor shall, factory test and configure the central system application/database (Centracs) Server. The Contractor's engineers shall test the system hardware, install the software, prepare the base map graphic and document the final system for all configurations. Factory acceptance testing (FAT) shall then be performed. After completion of the FAT, the system shall be inventoried, disassembled, packed, and transported by the Contractor to the TSS Division Facility at 7100 NW 36 Street, Miami, FL 33166 for setup by the Contractor's System Installation/Integration Team.

Computer Hardware Application/Database Server

Item	Description	Quantity
Server:	Dell PowerEdge R730	1
Processor:	Intel Xeon E5-2640 v3 2.6GHz processor, 20M Cache	2
Memory:	32GB Memory	1
Hard Drive:	300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	4
Hard Drive Controller:	PERC H330 RAID Controller for RAID 5	1
Operating System:	Windows Server 2012R2, Standard Edition, w/10 CALS	1
Misc:	Microsoft SQL Server 2014R2, w/required CALS	1
NIC:	Broadcom 5720 QP 1Gb Network Daughter Card	1
CD-ROM or DVD-ROM		
Drive:	DVD+/-RW, SATA, Internal	1
Server Backup:	4 TByte TeraStation III Rackmount NAS Server	1
Misc:	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1

Using the above application/database server, the Contractor shall provide on-site Centracs system installation and configuration for County-supplied workstations and/or laptops. During on-site installation, the Contractor shall be responsible for developing ten (10) intersection graphics using County-supplied phasing and background images and integrating these intersections into Centracs. The County will provide the necessary communications/networking equipment, an equipment rack and rack ancillaries, workstations and laptops.

CENTRACS ADAPTIVE SOFTWARE

After Centracs integration and training, the Contractor's Project Manager shall schedule an on-site turn-on of Centracs adaptive monitored by the Contractor's system engineer. During this visit, the system engineer shall install the central Centracs Adaptive module, implement Centracs Adaptive at ten (10) intersections, conduct hands on instruction, and perform an acceptance test of the Centracs Adaptive system. The Contractor Shall be responsible for supplying and installing ten (10) Centracs Adaptive data keys.

The County will be responsible for documentation of all detector information and verification that detectors are in good working order and their assignments are correct. The Contractor shall work with County personnel to configure the system parameters and begin testing procedures.

BLUE TOAD TRAVEL TIME SERVICE

The County will install the BlueTOAD field equipment provided by the Contractor as identified in Appendix B. The Contractor shall include one year of BlueTOAD web interface service and Centracs interface module.

TRAINING

The Contractor shall provide training to the County after the system integration team demonstrates the system is functionally operational. The Contractor's pricing shall include one (1), two-day session with all training materials for the Centracs system. The training will include instruction on system functionality, use, configuration, and administration. Econolite understands that some areas may require more in-depth training than others and in those cases, the County is able to adjust the curriculum according to the County's specific needs. Training should be conducted at a County site for optimal understanding of the system and should include no more than ten (10) people.

APPENDIX B-PRICE AND PAYMENT SCHEDULE

System:

Item #	Quantity	Description Services	Unit Price	Extended Price
1.	1	License, Installation, Configuration, Integration, Training and Testing	\$41,740.00	\$41,740.00
2.	1	Computer Hardware Application/Database Server	\$12,480.00	\$12,480.00
3.	1	Centracs Enhanced MOEs MOEs Module Discount- No Charge	<\$20,000.00>	<\$20,000.00>
4.	1	Centracs Local Edition Discount- No Charge	<\$5,000.00>	<\$5,000.00>
5.	10	Econolite Model 2070LX Controller with ASC/3 Software, includes turn-on support and training	\$1,750.00	\$17,500.00
6.	1	Autoscope Encore (four approach intersection), includes turn-on support and training	\$16,225.00	\$16,225.00
7.	8	Autoscope Encore (two approach intersection), includes turn-on support and training	\$10,425.00	\$83,400.00
TOTAL Price: \$171,345.00				

Additional Equipment and System Modules:

Item #	Quantity	Description Services	Unit Price	Extended Price
1.	1	Centracs Adaptive Module	\$25,000.00	\$25,000.00
2.	10	Centracs Adaptive Intersection License	\$1,700.00	\$17,000.00
3.	10	Centracs Adaptive Integration	\$750.00	\$7,500.00
4.	4	Blue TOAD POE-based Hardware w/CAT 5 Cable	\$4,297.00	\$17,188.00
5.	4	Blue TOAD Service (1 year)	<\$660.00>	<\$2,640.00>
6.	4	Cellular Charge (1 year)	\$324.00	\$1,296.00
7.	1	Blue Toad Interface Module Discount- No Charge	<\$15,000.00>	<\$15,000.00>
TOTAL Price: \$67,984.00				



An Econolite Group Company

February 7, 2017

Ms. Michelle Gonzalez
Transportation Planner
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, FL 33014

Subject: Miami-Dade Contract #BW9872-MT - Centrac's Expansion, Miami Lakes along NW 154th Street

Dear Ms. Gonzalez:

Aegis ITS is pleased to provide the following quote to extend Miami-Dade's 2070LX pilot scale deployment and Centrac's ATMS installation to include six intersections in Miami Lakes along NW 154th Street, from NW 77th Avenue (Palmetto off-ramp) to NW 87th Avenue. Our quote includes adding six intersections with Centrac's Adaptive to the County's Centrac's license, along with graphics and integration of these intersections into the system.

Our quote also includes supply of the following equipment:

- Econolite Model 2070LX Controller with ASC/3 software (Quantity 6)
- Autoscope Encore video detection, four approach (Quantity 6)
- TrafficCast BlueTOAD (3 field devices and the first 1 year of service)

Video detection is quoted as a standard intersection with mast arms. Included in our quote is 6,000 feet of 3-wire cable. If additional cable is needed, Miami Lakes may purchase in 500' increments at \$0.60/foot.

Bluetooth Travel-time Origin and Destination (BlueTOAD) traffic monitoring system measures travel times using non-intrusive roadside technology. BlueTOAD Ethernet equipment is being supplied for a total of three locations. BlueTOAD field equipment will communicate via cellular modems with the TrafficCast server to provide a variety of travel time information via a web interface.

The central TrafficCast BlueTOAD service that supports the web interface is a subscription based service. Our quote includes pricing for three (3) field devices for the first one (1) year of operation. Miami Lakes will be responsible for any service charges in excess of three devices and for service beyond the first year of operation. Network troubleshooting and configuration is not included in our quote.

Prior to ordering any hardware, the County will need to assess the current field equipment (cabinet and mast arms) at all six intersections and confirm existing equipment is operational/suitable for this equipment. The County will also need to supply 4G modems or fiber to each intersection to provide Ethernet/IP communications. If any Miami Lakes intersection needs equipment replaced/upgraded to make the new system functional, the cost will be the responsibility of Miami Lakes. Miami Lakes will be responsible for hiring a contractor to install the hardware in this quote and any additional items discovered as necessary to meet County specifications. All work must be coordinated with the Miami-Dade County Traffic Signals and Signs Division (TSS) and can only be performed by traffic signal contractors that have been approved by TSS. Miami Lakes may require the services of a qualified traffic engineering consultant to update any signal, timing or operating plans needed by the County for implementing the proposed system at these intersections.

3360 East La Palma Avenue
Anaheim, CA 92806-2856
Office: 714-238-9277
Fax: 714-630-1973
www.aegisits.com



An Econolite Group Company

Centracs Expansion Quote continued

Once hardware is installed, a local Aegis/Econolite technician will provide turn-on support. Once operational, the County will maintain the system.

Item	Quantity	Unit Price	Extended Price
Centracs License expansion, integration and graphics for six intersections	L.S.	\$7,500.00	\$7,500.00
Econolite Model 2070LX Controller with ASC/3 software, includes turn-on support and training	6	\$1,750.00	\$10,500.00
Autoscope Encore (four approach intersection), includes turn-on support and training	6	\$17,225.00	\$103,350.00
Centracs Adaptive Intersection License	6	\$1,700.00	\$10,200.00
Centracs Adaptive Intersection Integration	6	\$750.00	\$4,500.00
BlueTOAD POE-based Hardware w/CAT 5 Cable	3	\$4,297.00	\$12,891.00
BlueTOAD Service (1 Year)	3	\$660.00	\$1,980.00
BlueTOAD Cellular Charge (1 Year)	3	\$324.00	\$972.00
Total Price			\$151,893.00

Pricing is valid for sixty days from the date of this quote and includes shipping, but is exclusive of any sales or use taxes.

Econolite provides a one (1) year warranty beginning upon completion of acceptance testing for Econolite developed ATMS software. Our standard product warranty applies to all other Econolite products and the standard manufacturer's warranty is applied to third-party products purchased by Aegis/Econolite.

We look forward to your favorable consideration and the opportunity to work with Miami-Dade County and Miami Lakes. Please feel free to contact Connie Braithwaite or me directly at 678-641-9236 with any questions regarding this quote.

Sincerely,
Aegis ITS, Inc.

Jon Ringler, P.E.
Regional Vice President

RESOLUTION NO. 17-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED THE CONTRACT FOR CLOSED CIRCUIT TELEVISION (CCTV) AND ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT) BETWEEN EXPRESS SUPPLY INC, ECONOLITE AND THE TOWN OF MIAMI LAKES IN THE ANNUAL AMOUNT NOT TO EXCEED BUDGETED FUNDS BY WAIVING THE COMPETITIVE PROCUREMENT BIDDING PROCESS; APPROVE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES FOR THE INSTALLATION AND MAINTENANCE OF THE CLOSED CIRCUIT TELEVISION (CCTV) AND ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT); AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 5(d) of the Town of Miami Lakes Ordinance 12-142 (“the Town’s Procurement Ordinance”) allows the Town Manager to request authorization from Town Council to waive the requirements of Section 5 of the Town’s Procurement Ordinance; and

WHEREAS, the Town Manager has made a written recommendation that based on specific circumstances it is not practical to comply with the requirements of Section 5 of the Town’s Procurement Ordinance for the solicitation of Closed Circuit Television (CCTV) and Adaptive Signal Control Technology (ASCT); and

WHEREAS, over the past year the County has been assessing various technology options with the objective of implementing upgrades to all traffic signals, including the use of CCTV and ASCT; and

WHEREAS, to expedite this process, through an inter-local agreement, the County has

allowed the Town to procure equipment and services from the County's provider at the same price provided to the County; and

WHEREAS, the installation of CCTV cameras and ASCT technologies will help the County and the Town monitor traffic conditions in real-time and alleviate traffic concerns.

WHEREAS, the Town Manager recommends a contract with Express Supply, Inc., in the amount of \$18,000.00 for the purchase of CCTV, and a contract with Econolite/Aegis ITS in the amount of \$152,000.00 for the purchase of ASCT technology and an allowance of \$30,000.00; and

WHEREAS, in the event that the Town needs to replace or repair any equipment or enhance other identified intersections within the Town with this technology, related to CCTV or ASCT, the Town Manager requests and recommends authority to access County contracts in order to purchase equipment from County-approved vendors as long as funds are budgeted for this purpose; and

WHEREAS, the Town Council approves of the Town Manager's recommendation, authorizes a waiver of the requirements of Section 5 of the Town's Procurement Ordinance and authorizes the Town Manager to enter into a contract with Econolite/Aegis, Inc. for the purchase of ASCT Technology, and Express Supply, Inc. for the purchase of CCTV in accordance with the Section 5(d) of the Town's Procurement Ordinance.

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

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

Section 2. Approval of the Contract with Econolite/Aegis and Express

Supply, Inc. The Town Council hereby approves the award of ASCT Technology and CCTV from Econolite/Aegis and Express Supply, Inc. 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 and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract with Econolite/Aegis and Express Supply, Inc.

Section 4. Execution of the Contract. The Town Manager is authorized to execute the Contract with Econolite/Aegis and Express Supply, Inc. for ASCT Technology and CCTV on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Contract, subject to the approval as to form and legality by the Town Attorney.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contract with ASCT Technology and CCTV.

Section 6. Authorization to Enter into Inter-local Agreement with Miami-Dade County. The Town Manager is authorized to execute the Interlocal Agreement with Miami-Dade County on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 7. Authority to Purchase Equipment from Miami-Dade County. The Town Manager is authorized to purchase, as needed, to replace or repair equipment, or enhance other identified intersections within the Town with this technology, from Miami-Dade County Approved vendors so long as funds are budgeted for this purpose.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Passed and adopted this 7th day of March 2017.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid.	_____
Vice Mayor Tony Lama	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Honorable Councilmember Nelson Rodriguez

Subject: Public Hearing Notice Mailers Radius Requirement

Date: March 7, 2017

Recommendation:

I would like to modify the Land Development Code requirement for Public Notice mailers from 500 feet to 1,000 feet. As part of this item, I would like staff to recommend specific requirements under which this increased mailer notification radius would be required.

Fiscal Impact: low (cost recovery model)



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers

From: Honorable Mayor Manny Cid

Subject: NW 154th Service Bridge

Date: March 7, 2017

Recommendation:

On February 22nd, at the Miami-Dade County Commission meeting, Commissioner Pepe Diaz stated his desire to open the service bridge on 154th to vehicular traffic. I would like to direct our Town Attorney to meet with Miami-Dade County's attorney so they can better understand our current interlocal agreement with the City of Hialeah. This meeting needs to occur before the next Miami-Dade Commission meeting.

I would also like to our state lobbying firm to begin meeting with FDOT to ensure that the department is aware of the interlocal agreement.

Fiscal Impact: medium



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers

From: Honorable Vice Mayor Tony Lama

Subject: 170th and 154 Bridges

Date: March 7, 2017

Recommendation:

*This item will require a vote to waive Section 7.2 and Section 7.3 of the Special Rules of the Town of Miami Lakes.

At the request of numerous residents, I am requesting that staff organize a town hall meeting to gather input and feedback from the residents on the Northwest 170th street and 154th street bridges.

I'm requesting that this be scheduled immediately and publicly noticed as required by law. In addition, I am asking that we more broadly announce this meeting as it is of great importance to the community.

My responsibility is to the town of Miami lakes and the residents that elected me to office. They have strongly demanded to make their voices heard in a forum dedicated to this topic and I ask my colleagues to support this item.

Fiscal Impact:



Town of Miami Lakes Memorandum

To: Honorable Vice-Mayor and Councilmembers

From: Honorable Mayor Manny Cid

Subject: NW 170th Bridge Opening

Date: March 7, 2017



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmember

From: Honorable Mayor Manny Cid

Subject: National Ice Cream Day -Town Ice Cream Social

Date: March 7, 2017



Town of Miami Lakes Memorandum

To: Honorable Mayor and Council

From: Alex Rey, Town Manager

Subject: Youth Activities Task Force Funds Transfer

Date: March 7, 2017

Recommendation:

It is recommended the Council approve the budget transfer request from the Youth Activities Task Force.

Background:

The Town's Youth Activities Task Force raised \$10,000 for the Movies at the Park Series in sponsor dollars, which were added to this line item, increasing the amount to \$31,473. At their meeting in January, they requested to reduce this line item by \$6,000 to \$25,473 and transfer that amount to the following line items:

- \$4,000 to Bike Rodeo
- \$1,000 to Sport Palooza
- \$1,000 to Spring Fling

In addition, the committee is requesting to create a new line item "Relay for Life" and would like to move \$250 of the funds raised in popcorn sales to participate in the relay.

Attachments:

transfer request

TOWN OF MIAMI LAKES
FY 2016-17 AMENDED BUDGET
GENERAL FUND - COMMITTEES

Expenditure Detail by Line Item

ACCOUNT NAME/DESCRIPTION	FY2016-17 ADOPTED BUDGET	FY2016-17 AMENDED BUDGET	REVISION	FY2016-17 ADJUSTED BUDGET
YOUTH ACTIVITIES TASK FORCE				
BR BICYCLE RODEO	\$2,500	\$2,500	\$4,000	\$6,500
HHH HALLOWEEN HAUNTED HOUSE	\$8,500	\$12,325		\$12,325
HIST HISTORICAL SCAVENG	\$0	\$0		\$0
JUST JUST RUN	\$1,000	\$1,000		\$1,000
MP MOVIES IN THE PARK	\$21,000	\$31,473	-\$6,000	\$25,473
SPRIN SPRING FLING	\$6,000	\$6,000	\$1,000	\$7,000
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$1,000	\$1,000	\$1,000	\$2,000
VAL VALENTINE DAY EVENT	\$0	\$0		\$0
SUMMER YOUTH EMPL INITIATIVE	\$1,000	\$1,000		\$1,000
TOTAL YOUTH ACTIVITIES TASK FORCE:	\$41,000	\$55,298	\$0	\$55,298



Town of Miami Lakes Memorandum

To: Honorable Mayor and Council

From: Raul Gastesi, Town Attorney

Subject: Pending Legal Matter

Date: March 7, 2017

Background:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense. This report will highlight the active files, and a report of expenses incurred to date.

MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES **(Insurance Matter)**

Matter is currently being litigated, and as such additional legal expenditure is likely. At this time \$980 dollars have been paid for 2017.

MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES **(Criminal Matter)**

Matter is currently being litigated, and as such additional legal expenditure is likely. At this time \$50,475 dollars have been paid for 2017.

S-71 v. Town of Miami Lakes **(Lowell Dunn Matter)**

This matter is in its infancy. Although the Town may incur legal expenses defending this matter it is difficult to gauge at this time what that might be. This matter is currently being handled by the Town's insurance carrier. At this time there have been no legal expenses incurred or paid for 2017.

COMAR VENTURES v. TOWN OF MIAMI LAKES

At this time this matter is being managed by the Town's insurance carrier. Additional legal expenses involving this litigation are likely to be incurred in the near future. Town Attorney is working with insurance carrier to mitigate legal costs to the Town of Miami Lakes. At this time \$4,970.00 have been expenses and paid for 2017.

General Litigation **(Several)**

The following are miscellaneous matters that are being handled by the Town Attorney in conjunction with the insurance carrier. In total these matters have caused the Town to incur and pay \$660 in legal fees.

JUAN VALIENTE v. TOWN OF MIAMI LAKES: Currently in litigation. Matter is being handled by the Town's insurance carrier.

SANCHEZ RADIOLOGY v. TOWN OF MIAMI LAKES: Matter remains pending, there has been no activity. The issue in the lawsuit is expected to be moot, as they now have a certificate of occupancy.

LEMKE v. TOWN OF MIAMI LAKES: Matter is undergoing settlement negotiations. There may be some expenditure as matter is wound up.