Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of $250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all-legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

(A) CALL TO ORDER/ROLL CALL

(B) INVOCATION

(C) PLEDGE OF ALLEGIANCE

(D) APPROVAL OF MINUTES
   D-1) Regular City Council Meeting Draft Minutes – November 14, 2018
   D-2) Regular City Council Meeting Draft Minutes – December 12, 2018

(E) ORDER OF BUSINESS (Items to be pulled from Consent Agenda at this time)

(F) SPECIAL PRESENTATIONS (5 minutes each)
   F-1) 8th Annual Science and Engineering Fair Special Recognitions – Councilman
        David Williams Jr.
   F-2) Kwanzaa in the Gardens Special Recognitions – Councilman David Williams Jr.
(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXTENDING THE EXISTING MORATORIUM ON THE SUBMISSION, PROCESSING AND ISSUANCE OF DEVELOPMENT PERMITS, CERTIFICATES OF USE, BUSINESS TAX RECEIPTS AND ALL OTHER APPLICATIONS AND PERMITS FOR THE OPERATION OF MEDICAL MARIJUANA DISPENSING FACILITIES AND MEDICAL MARIJUANA DISPENSING ORGANIZATIONS FOR AN ADDITIONAL 180-DAY PERIOD; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A STUDY AND DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(I) ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)

I-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE BORROWING OF EIGHT MILLION DOLLARS ($8,000,000); AUTHORIZING THE ISSUANCE OF CITY OF MIAMI GARDENS, FLORIDA TAXABLE REFUNDING REVENUE BOND NOT TO EXCEED EIGHT MILLION DOLLARS ($8,000,000); PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER) (Approved on first reading – December 12, 2018)

(J) RESOLUTION(S)/PUBLIC HEARING(S)

None

(K) CONSENT AGENDA:
K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE USE OF CAROL CITY PARK AS WELL AS THE CITY OF MIAMI GARDENS SHOWMOBILE, FOR THE TRAYVON MARTIN FOUNDATION ANNUAL “PEACE WALK AND PEACE TALK” EVENT TO BE HELD ON SATURDAY, FEBRUARY 9, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO PARTNER WITH THE MIAMI-DADE COUNTY STATE ATTORNEY’S HUMAN TRAFFICKING TASKFORCE, AND AUTHORIZING THE CITY MANAGER TO TAKE ALL OF THE NECESSARY STEPS TO FINALIZE THIS PARTNERSHIP; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT)

K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING UP TO ONE THOUSAND DOLLARS ($1,000) FROM COUNCILMAN ERHABOR IGHODARO’S SPECIAL EVENTS ACCOUNT FOR THE PURPOSE OF THE THIRD ANNUAL GOLDEN NIGHT OF ELEGANCE SENIOR PROM CELEBRATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)

K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING UP TO ONE THOUSAND DOLLARS ($1,000) FROM COUNCILMAN IGHODARO’S PUBLIC AFFAIRS ACCOUNT FOR THE PURPOSE OF CONDUCTING THE READ TO LEAD PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN ERHABOR IGHODARO)

K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES, INC., FOR THE MAINTENANCE SUPPORT AND LICENSES OF THE EDEN SOFTWARE PACKAGE, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOUR THOUSAND, ONE HUNDRED NINETY-FOUR DOLLARS AND
SEVENTY-THREE CENTS ($104,194.73), BY RELYING UPON QUOTE #045-244541; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SAFEWARE, INC., FOR THE PURCHASE OF SURVEILLANCE TRAILER FOR PUBLIC SAFETY EMERGENCY EQUIPMENT AND RELATED SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND, SEVEN HUNDRED TWENTY-FOUR DOLLARS AND ZERO CENTS ($84,724.00), BY RELYING UPON FAIRFAX COUNTY VIRGINIA RFP NUMBER 2000002547; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

K-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REQUESTING AN AERIAL EASEMENT FOR CONSTRUCTION, OPERATIONS, AND MAINTENANCE FROM THE FLORIDA TURNPIKE ENTERPRISE FOR THE PEDESTRIAN BRIDGE OVER THE TURNPIKE ACCESS ROAD FOR THE BRIDGES AND TUNNELS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S)

QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURE:

(M) ORDINANCES ON FOR FIRST READING/PUBLIC HEARING(S): None

(N) ORDINANCES ON FOR SECOND READING/PUBLIC HEARING(S) None

(O) RESOLUTION(S)/PUBLIC HEARING(S) None

January 9, 2019, City Council Agenda
(P) REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK

(Q) REPORTS OF MAYOR AND COUNCIL MEMBERS

(R) WRITTEN REQUESTS, PETITIONS & OTHER WRITTEN COMMUNICATIONS FROM THE PUBLIC

(S) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN 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 MARIO BATAILLE, CMC, CITY CLERK (305) 622-8000 EXT. 2830, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT MARIO BATAILLE, CMC, CITY CLERK (305) 914-9010 EXT. 2830. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY’S WEBSITE AT www.miamigardens-fl.gov.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH 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.
City of Miami Gardens
Agenda Cover Memo

Council Meeting Date: January 9, 2019

<table>
<thead>
<tr>
<th>Item Type:</th>
<th>Resolution</th>
<th>Ordinance</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Enter X in box)</td>
<td>(Enter X in box)</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Impact:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Enter X in box)</td>
<td>Ordinance Reading:</td>
<td>1st Reading</td>
</tr>
<tr>
<td></td>
<td>(Enter X in box)</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source:</th>
<th>General Fund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising Requirement:</td>
<td>Yes</td>
</tr>
<tr>
<td>(Enter X in box)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract/P.O. Required:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Enter X in box)</td>
<td>RFP/RFQ/Bid #:</td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor Name:</th>
<th>Cameron D. Benson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>City Manager</td>
</tr>
</tbody>
</table>

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXTENDING THE EXISTING MORATORIUM ON THE SUBMISSION, PROCESSING AND ISSUANCE OF DEVELOPMENT PERMITS, CERTIFICATES OF USE, BUSINESS TAX RECEIPTS AND ALL OTHER APPLICATIONS AND PERMITS FOR THE OPERATION OF MEDICAL MARIJUANA DISPENSING FACILITIES AND MEDICAL MARIJUANA DISPENSING ORGANIZATIONS FOR AN ADDITIONAL 180-DAY PERIOD; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A STUDY AND DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background
On January 11, 2017, the City Council of the City of Miami Gardens adopted Ordinance No. 2017-1-365, in response to the passage of Amendment 2 of the Florida Constitution which...

ITEM H-1) MORATORIUM EXTENSION
legalized medical marijuana within the State. As Medical Marijuana Dispensing Facilities and Medical Marijuana Dispensing Organizations were new and unique uses not currently addressed by the City’s Land Development Regulations or Code of Ordinances, the Ordinance called for a temporary 180-day moratorium on acceptance of applications permitting new Medical Marijuana Dispensing Facilities or Medical Marijuana Dispensing Organizations. This allowed time for the City time to review and study this unique use, and determine the scope of measures for implementing any regulations.

On June 9, 2017, while the moratorium was still in effect, the Florida Senate passed Senate Bill 8A and Senate Bill 6A, allowing local governments to regulate the location of dispensing facilities along with a provision that local governments may ban dispensaries within its borders. The proposed legislation also provides that if a local government permits dispensing facilities, it may not impose limits on the number of dispensing facilities. On June 23, 2017, the proposed legislation was approved by the Governor. On July 26, 2017, the City adopted Ordinance No. 2017-09-373, extending the moratorium for an additional one hundred and eighty (180) day period, for the purpose studying and evaluating the new legislation as passed by the Senate and adopted by the Governor.

Staff held a workshop on October 11, 2017, where initial findings were presented. Subsequent to the workshop, two additional 180-day extensions of the temporary moratorium were granted on January 24, 2018, and July 25, 2018, respectively to allow staff to continue studying this evolving issue.

Current Situation

The current moratorium expires on January 21, 2019. Staff is recommending that the temporary moratorium be extended for an additional 180 day period to allow staff additional time needed to prepare and adopt amendment(s) to the Land Development Regulations and/or Code of Ordinances which do not conflict with State law or Department rule at such time as those rules or laws are enacted by the State legislature per Section 381.986(8)(b), Florida Statutes.

During this 180-day extension period, the City will not take any action on any application for certificate of use, business tax receipts, development permits, issue any development order, or take other official action, which would have the effect of allowing, or permitting the development of Medical Marijuana Dispensing Facilities or Medical Marijuana Dispensing Organizations, except as provided in this Ordinance.

**Proposed Action:**

That the City Council approves the proposed Ordinance.

**Attachment:**
ORDINANCE NO. 2018_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, EXTENDING THE EXISTING MORATORIUM ON THE SUBMISSION, PROCESSING AND ISSUANCE OF DEVELOPMENT PERMITS, CERTIFICATES OF USE, BUSINESS TAX RECEIPTS AND ALL OTHER APPLICATIONS AND PERMITS FOR THE OPERATION OF MEDICAL MARIJUANA DISPENSING FACILITIES AND MEDICAL MARIJUANA DISPENSING ORGANIZATIONS FOR AN ADDITIONAL 180-DAY PERIOD; PROVIDING FOR EXCEPTIONS; PROVIDING FOR A STUDY AND DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 11, 2017, the City Council of the City of Miami Gardens adopted Ordinance No. 2017-1-365, in response to Amendment 2 of the Florida Constitution, which legalized medical marijuana, as approved by Florida voters on November 8, 2016, and

WHEREAS, as Medical Marijuana Dispensing Facilities and Medical Marijuana Dispensing Organizations are new and unique uses which are not currently addressed by the City’s Land Development Regulations or Code of Ordinances, the Ordinance called for a temporary moratorium on acceptance of applications permitting new Medical Marijuana Dispensing Facilities or Medical Marijuana Dispensing Organizations for a period of one hundred and eighty (180) days, and

WHEREAS, on July 26, 2017, the City adopted Ordinance No. 2017-09-373, extending this moratorium for an additional one hundred and eighty (180) day period, and

Added language is underlined. Deleted language is stricken through.
WHEREAS, on October 11, 2017, Staff held a workshop where initial findings were presented, and

WHEREAS, subsequent to the workshop, two (2) additional one hundred and eighty (180) day extensions of the temporary moratorium were granted on January 24, 2018, and July 25, 2018, respectively, to allow staff to continue studying this evolving issue, and

WHEREAS, the current moratorium expires on January 21, 2019, and

WHEREAS, staff is recommending that the temporary moratorium be extended for an additional one hundred and eighty (180) day period to allow staff additional time needed to prepare and adopt amendment(s) to the Land Development Regulations and/or Code of Ordinances, which do not conflict with State law or Department rule, as those rules or laws are enacted by the State legislature per Section 381.986(8)(b), Florida Statutes, and

WHEREAS, pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Miami Gardens is authorized and required to protect the public health, safety and welfare of its citizens and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law, and

WHEREAS, the moratorium was extended for another one hundred eighty (180) day period on July 8, 2019, to allow the City to continue to study this issue, and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Added language is underlined. Deleted language is stricken through.
Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. EXTENSION OF MORATORIUM: The moratorium approved in accordance with Ordinance No. 2017-1-365 on the submission, processing and issuance of development permits, certificates of use, business tax receipts and all other applications and permits for the operations of medical marijuana dispensing facilities and medical marijuana dispensing organizations for a one hundred and eighty (180) period shall be extended for one hundred and eighty (180) additional days. During this one hundred and eighty (180) day period, the City will not take any action on any application for certificate of use, business tax receipts, development permits, issue any development order, or take other official action, which would have the effect of allowing, or permitting the development of Medical Marijuana Dispensing Facilities or Medical Marijuana Dispensing Organizations, except as provided in this Ordinance. In the event the State preempts local regulations, then State law will take precedence.

Section 3: ZONING IN PROGRESS: The City Council hereby declares zoning in progress as it relates to the processing of any applications and permits relating to Medical Marijuana Dispensing Facilities and Medical Marijuana Dispensing Organizations. All affected property and business owners are placed on notice with respect to these pending regulations and the actions being taken by the City.

Section 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

Added language is underlined. Deleted language is stricken through.
Section 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE _____ DAY OF __________, 2018.
PASSED ON SECOND READING ON THE ____ DAY OF __________, 2018.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF ___________, 2018.

______________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

______________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY
SPONSORED BY: CAMERON D. BENSON. CITY MANAGER

Moved by: _________________
Second by: _________________

Added language is underlined. Deleted language is stricken through.
VOTE: _________

108 Mayor Oliver Gilbert, III ____ (Yes) ____ (No)
109 Vice Mayor Rodney Harris ____ (Yes) ____ (No)
110 Councilman Erhabor Ighodaro, Ph.D. ____ (Yes) ____ (No)
111 Councilman Reggie Leon ____ (Yes) ____ (No)
112 Councilwoman Lillie Q. Odom ____ (Yes) ____ (No)
113 Councilman David Williams Jr ____ (Yes) ____ (No)
114 Councilwoman Katrina Wilson ____ (Yes) ____ (No)

Added language is underlined. Deleted language is stricken through.
# City of Miami Gardens
## Agenda Cover Memo

<table>
<thead>
<tr>
<th>Council Meeting Date:</th>
<th>January 9, 2019</th>
<th>Item Type:</th>
<th>Resolution</th>
<th>Ordinance</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Enter X in box)</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Impact:</th>
<th>Yes</th>
<th>No</th>
<th>Ordinance Reading:</th>
<th>1st Reading</th>
<th>2nd Reading</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td>(Enter X in box)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Source:</th>
<th>2018/2019 Budget</th>
<th>Advertising Requirement:</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Enter X in box)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract/P.O. Required:</th>
<th>Yes</th>
<th>No</th>
<th>RFP/RFQ/Bid #:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Plan Related:</th>
<th>Yes</th>
<th>No</th>
<th>Strategic Plan Priority Area:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td>Enhance Organizational</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bus. &amp; Economic Dev</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Public Safety</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Quality of Education</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Qual. of Life &amp; City Image</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Communication</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sponsor Name</th>
<th>Cameron Benson, City Manager</th>
<th>Department:</th>
<th>Finance</th>
</tr>
</thead>
</table>

## Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE BORROWING OF EIGHT MILLION DOLLARS ($8,000,000); AUTHORIZING THE ISSUANCE OF CITY OF MIAMI GARDENS, FLORIDA TAXABLE REFUNDING REVENUE BOND NOT TO EXCEED EIGHT MILLION DOLLARS ($8,000,000); PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

## Staff Summary:

On January 12, 2007 the City and SunTrust Leasing Corporation (“SunTrust”) entered into a loan agreement pursuant to which the City obtained a loan (the “Loan”) in the principal amount of $14,400,000 for the purpose of financing a portion of the costs of purchasing land for, purchasing and renovating existing facilities for, and financing architectural, engineering, environmental, legal,
and other planning costs related for the sites of a City Hall, Public Works Department facilities, and Public Safety Department facilities and other public facilities and paying costs of issuance. The Loan is callable at par and has a final maturity of December 30, 2026. This loan was originally issued on a tax-exempt basis.

The Refunding Revenue Bond, Series 2018 (the “Series 2018 Bond”) will be used to provide sufficient funds to: 1) refund the City’s outstanding amount of the Loan, and 2) pay the allocable costs of issuance. The Series 2016 Bond will be secured by Half-Cent Sales Tax Revenues and Communications Services Tax Revenues.

**Fiscal Impact**
Anticipated savings from refunding total approximately $500k.

**Proposed Action:**
That the City Council adopts the proposed Ordinance.

**Attachment:**
ORDINANCE NO. 2018–___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE BORROWING OF EIGHT MILLION DOLLARS ($8,000,000); AUTHORIZING THE ISSUANCE OF CITY OF MIAMI GARDENS, FLORIDA TAXABLE REFUNDING REVENUE BOND NOT TO EXCEED EIGHT MILLION DOLLARS ($8,000,000); PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BOND; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 12, 2007, the City issued its $14,400,000 Land Acquisition and Improvement Revenue Bonds, Series 2007 (the “Prior Bonds”) for the purpose of financing a portion of the costs of purchasing land for a City Hall, Public Works Department facilities and other public facilities, and paying costs of issuance of the Prior Bonds, and

WHEREAS, in order to take advantage of the current prevailing low interest rates and thereby achieve debt service savings, the City Council (the “Council”) of the City desires to authorize the issuance of a bond not exceeding $8,000,000 for the purpose of refunding the Prior Bonds and paying costs of issuance of the bond; and

WHEREAS, the City desires to authorize the borrowing of Eight Million Dollars ($8,000,000) and to authorize the issuance of a bond not exceeding Eight Million Dollars ($8,000,000) for the purpose of refunding the Prior Bonds and paying costs of issuance of the bond, and

WHEREAS, pursuant to Section 4.3 of the City’s Charter, an ordinance must be adopted in order to authorize the borrowing of money, and

WHEREAS, the Council desires that the bond be secured by the local government half-cent sales tax, as further specified by subsequent resolution of the Council,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. BOND AUTHORIZATION: In accordance with the provisions of the Charter of the City of Miami Gardens, Florida and Chapter 166, Florida Statutes, the City Council of the City of Miami Gardens hereby authorizes the borrowing of Eight Million Dollars ($8,000,000). The City Council further authorizes a Taxable Refunding Revenue Bond (the “Bond”) of the City to
be issued in an aggregate principal amount not to exceed Eight Million Dollars ($8,000,000), in one or more series, for the purpose of refunding the Prior Bonds and paying costs of issuance of the Bond. The Bond shall be designated “City of Miami Gardens, Florida Taxable Refunding Revenue Bond, Series 2018” or such other designation as may be approved by supplemental resolution, shall be dated such date, shall be in such denominations, shall be stated to mature in such year or years not later than 8.5 years from its date of issuance, shall bear interest at a taxable rate from its dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the Bond, shall be subject to redemption at the option of the City at such times and prices, and shall have such other details, all as shall hereafter be determined by the Council by supplemental resolution. The Bond shall be secured by a pledge of the local government half-cent sales tax revenues and the communications services tax revenues, as further specified by supplemental resolution of the Council. The supplemental resolution may be adopted, and the Bond may be issued, at any time after the effective date of this Ordinance.

SECTION 3. AUTHORIZATION OF OFFICERS: The City Manager and the City Finance Director are each hereby authorized to negotiate with banks and other financial institutions for the purchase of the Bond and with respect to the terms of the Bond. The City Attorney and Bond Counsel to the City are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the Bond.

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 6. EFFECTIVE DATE: This Ordinance will become effective immediately upon its final passage.
PASSED ON FIRST READING THE _____ DAY OF __________, 2018.

PASSED ON SECOND READING THE _____ DAY OF __________, 2018.


______________________________

OLIVER GILBERT, III, MAYOR

ATTEST:

________________________________

Mario Bataille, CITY CLERK

PREPARED BY: WEISS SEROTA HELFMAN COLE & BIERMAN, P.L., Bond Counsel

SPONSORED BY: CAMERON BENSON, CITY MANAGER

Moved by: ______________________
Seconded by: ____________________

VOTE: ________

Mayor Oliver Gilbert , III _______ (Yes) _______ (No)
Vice Mayor Rodney Harris _______ (Yes) _______ (No)
Councilwoman Katrina Wilson _______ (Yes) _______ (No)
Councilman Erhabor Ighodaro, Ph.D. _______ (Yes) _______ (No)
Councilwoman Lillie Q. Odom _______ (Yes) _______ (No)
Councilman Reggie Leon _______ (Yes) _______ (No)
Councilman David Williams Jr _______ (Yes) _______ (No)
City of Miami Gardens
Agenda Cover Memo

Council Meeting Date: January 9, 2019
Item Type: Resolution
Fiscal Impact: Yes
Ordinance Reading: 1st Reading
Public Hearing: Yes
Advertising Requirement: Yes
Contract/P.O. Required: No
Sponsor Name: Mayor Oliver Gilbert
Department: Parks & Recreation

Short Title:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE USE OF CAROL CITY PARK AS WELL AS THE CITY OF MIAMI GARDENS SHOWMOBILE, FOR THE TRAYVON MARTIN FOUNDATION ANNUAL "PEACE WALK AND PEACE TALK" EVENT TO BE HELD ON SATURDAY, FEBRUARY 9, 2019; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background
The Trayvon Martin Foundation’s purpose is to create awareness on how violent crimes impact the families of the victims and to provide support and advocacy for those families. The Foundation advocates so that victims and their families are not ignored in the discussions about violent crime. Furthermore, the Foundation works towards increasing public awareness of racial, ethnic and gender profiling. They educate youth on conflict resolution techniques to reduce the incidences where confrontations between strangers may turn deadly.

Current Situation
Mayor Oliver Gilbert is requesting approval for the Trayvon Martin Foundation to utilize Miami Carol City Park (3201 NW 185 Street) and the show mobile on Saturday, February 9, 2019 for the Annual Peace Walk and Peace Talk.
Proposed Action:

It is recommended that City Council approve this Resolution.

Attachment:

None.
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MIAMI GARDENS, FLORIDA, AUTHORIZING THE USE OF
CAROL CITY PARK AS WELL AS THE CITY OF MIAMI
GARDENS SHOWMOBILE, FOR THE TRAYVON MARTIN
FOUNDATION ANNUAL “PEACE WALK AND PEACE TALK”
EVENT TO BE HELD ON SATURDAY, FEBRUARY 9, 2019;
PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Trayvon Martin Foundation would like to host its annual “Peace
Walk and Peace Talk” event on Saturday, February 9, 2019, and
WHEREAS, the purpose of this event is to create awareness of how violent crime
impacts the families of the victims and to provide support and advocacy for those
families, and
WHEREAS, the Foundation helps to increase public awareness of all forms of
racial, ethnic and gender profiling, as they educate youth on conflict resolution
techniques to reduce the incidences where confrontations between strangers turn
deadly, and
WHEREAS, Mayor Oliver Gilbert is requesting approval for the Trayvon Martin
Foundation to utilize Carol City Park on Saturday, February 9, 2019 for the Annual
“Peace Walk and Peace Talk”,
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
paragraphs are hereby ratified and confirmed as being true, and the same are hereby
made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
hereby authorizes the use of Carol City Park as well as the City of Miami Gardens
Showmobile for the Trayvon Martin Foundation Annual “Peace Walk and Peace Talk”,
on Saturday, February 9, 2019.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
GARDENS AT ITS REGULAR MEETING HELD ON ____________, 2019.

___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: _________________

VOTE: _________

Mayor Oliver Gilbert, III  ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris  ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson  ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D.  ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom  ____ (Yes)  ____ (No)
Councilman Reggie Leon  ____ (Yes)  ____ (No)
Councilman David Williams Jr  ____ (Yes)  ____ (No)
## Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO PARTNER WITH THE MIAMI-DADE COUNTY STATE ATTORNEY’S HUMAN TRAFFICKING TASKFORCE, AND AUTHORIZING THE CITY MANAGER TO TAKE ALL OF THE NECESSARY STEPS TO FINALIZE THIS PARTNERSHIP; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

## Staff Summary:

According to a recent report, Florida ranks number three (#3) in the nation for Human Trafficking. Half of the sex victims in the United States are seventeen (17) years old or younger. In Miami-Dade County, approximately forty percent (40%) of total victims are minors, and sixty percent (60%) are adults. In Miami-Dade, ninety-six percent (96%) of minor victims are females, and ninety-two (92%) of adult victims are female.

### Council Meeting Date:

<table>
<thead>
<tr>
<th>Item Type:</th>
<th>Resolution</th>
<th>Ordinance</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fiscal Impact: (Enter X in box)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Ordinance Reading: (Enter X in box)</th>
<th>1st Reading</th>
<th>2nd Reading</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Hearing: (Enter X in box)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Funding Source:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Advertising Requirement: (Enter X in box)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contract/P.O. Required: (Enter X in box)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>X</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Strategic Plan Related: (Enter X in box)</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Strategic Plan Priority Area:</th>
</tr>
</thead>
</table>

| Enhance Organizational      | □   |
| Bus. & Economic Dev         | □   |
| Public Safety               | □   |
| Quality of Education        | □   |
| Qual. of Life & City Image  | □   |
| Communication               | □   |

<table>
<thead>
<tr>
<th>Strategic Plan Obj./Strategy:</th>
</tr>
</thead>
</table>

(list the specific objective/strategy this item will address)

<table>
<thead>
<tr>
<th>Sponsor Name</th>
<th>Department:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Mayor Oliver Gilbert, III</th>
<th>Mayor's Office</th>
</tr>
</thead>
</table>

ITEM K-2) PARTNERSHIP WITH MDC STATE ATTORNEY’S HUMAN TRAFFICKING TASKFORCE
In 2012, the Miami-Dade County State Attorney's Office (SAO) created the Human Trafficking taskforce. Since its inception, this unit has served as an innovative trauma-informed law enforcement model for the investigation and prosecution of Human Trafficking. This unit encompasses distinguished, highly-trained specialized prosecutors, investigators and victim specialists. The unit is dedicated to a dual track approach to do everything in its power to help heal victims while at the same time and with equal vigor, successfully prosecuting their abusers.

Mayor Oliver Gilbert, III believes it is essential for the City of Miami Gardens Police Department to join the SAO’s taskforce to combat human trafficking within the City. Mayor Gilbert recommends the City Council for the City of Miami Gardens authorize the City Manager to partner with the SAO’s Human Trafficking Taskforce, by designating and co-locating at least two (2) City of Miami Gardens Police Officers to the SAO’s unit.

**Proposed Action:**

The Mayor recommends the City Council for the City of Miami Gardens adopts the attached Resolution, authorizing the City Manager to partner with the Miami-Dade County State Attorney’s Human Trafficking Taskforce, and authorizing the City Manager to take all of the necessary steps for finalize this partnership.

**Attachment:**
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY
MANAGER TO PARTNER WITH THE MIAMI-DADE COUNTY
STATE ATTORNEY’S HUMAN TRAFFICKING TASKFORCE, AND
AUTHORIZING THE CITY MANAGER TO TAKE ALL OF THE
NECESSARY STEPS TO FINALIZE THIS PARTNERSHIP;
PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to a recent report, Florida ranks number three (#3) in the
country for Human Trafficking, and

WHEREAS, half of the sex victims in the United States are seventeen (17) years
old or younger, and

WHEREAS, in Miami-Dade County, approximately forty percent (40%) of total
victims are minors, and sixty percent (60%) are adults, and

WHEREAS, in Miami-Dade, ninety-six percent (96%) of minor victims are
females, and ninety-two (92%) of adult victims are female, and

WHEREAS, in 2012, the Miami-Dade County State Attorney’s Office (SAO)
created the Human Trafficking taskforce, and

WHEREAS, since its inception, this unit has served as an innovative trauma-
informed law enforcement model for the investigation and prosecution of Human
Trafficking, and

WHEREAS, this unit encompasses distinguished, highly-trained specialized
prosecutors, investigators and victim specialists, and

WHEREAS, the unit is dedicated to a dual track approach to do everything in its
power to help heal victims while at the same time and with equal vigor, successfully
prosecuting their abusers, and
WHEREAS, Mayor Oliver Gilbert, III believes it is essential for the City of Miami Gardens Police Department to join the SAO’s taskforce to combat human trafficking within the City, and

WHEREAS, Mayor Gilbert recommends the City Council for the City of Miami Gardens authorize the City Manager to partner with the SAO’s Human Trafficking Taskforce, by designating and co-locating at least two (2) City of Miami Gardens Police Officers to the SAO’s unit, and

WHEREAS, the Mayor recommends the City Council for the City of Miami Gardens adopts the attached Resolution, authorizing the City Manager to partner with the Miami-Dade County State Attorney’s Human Trafficking Taskforce, and authorizing the City Manager to take all of the necessary steps to finalize this partnership,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to partner with the Miami-Dade County State Attorney’s Human Trafficking Taskforce, and authorizes the City Manager to take all of the necessary steps to finalize this partnership.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ATTEST:

MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: MAYOR OLIVER GILBERT, III

Moved by: ___________________

VOTE: ________

Mayor Oliver Gilbert, III ______ (Yes) ______ (No)
Vice Mayor Rodney Harris ______ (Yes) ______ (No)
Councilwoman Katrina Wilson ______ (Yes) ______ (No)
Councilman Erhabor Ighodaro, Ph.D. ______ (Yes) ______ (No)
Councilwoman Lillie Q. Odom ______ (Yes) ______ (No)
Councilman Reggie Leon ______ (Yes) ______ (No)
Councilman David Williams Jr ______ (Yes) ______ (No)
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING UP TO ONE THOUSAND DOLLARS ($1,000) FROM COUNCILMAN ERHABOR IGHODARO’S SPECIAL EVENTS ACCOUNT FOR THE PURPOSE OF THE THIRD ANNUAL GOLDEN NIGHT OF ELEGANCE SENIOR PROM CELEBRATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Background

In 2012, Vice Mayor Ighodaro created an elder council to harness the wisdom and guidance of our seniors in promoting the health and general wellbeing of the City’s elderly Residents who have served as the foundation and backbone of this City’s development. On May 20, 2017, Councilman Ighodaro hosted the 1st Annual Golden Night of Elegance: Senior Prom in Miami Gardens. On June 9, 2018, Councilman Ighodaro hosted the 2nd Annual Golden Night of Elegance: Senior Prom.

Current Situation
On May 4, 2019, Councilman Ighodaro will host the 3rd Annual Golden Night of Elegance: Senior Prom in honor and appreciation of the City’s elderly Residents. The primary funding for this event would be derived from sponsorships, gifts, and donations. Councilman Ighodaro is requesting that a portion of the event be funded through a budgeted amount up to, but not to exceed the sum of one thousand dollars ($1,000.00) from his Special Events Account.

**Fiscal Impact**

After the above allocation, Councilman Ighodaro will have $3,000 in the Special Events Account for the 2019 fiscal year.

<table>
<thead>
<tr>
<th>Proposed Action:</th>
</tr>
</thead>
</table>

It is recommended that City Council approves the resolution to allocate $1,000 for the purpose of hosting the 3rd Annual Golden Night of Elegance: Senior Prom.

| Attachment: |
RESOLUTION NO. 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING UP TO ONE THOUSAND DOLLARS ($1,000) FROM COUNCILMAN ERHABOR IGHODARO’S SPECIAL EVENTS ACCOUNT FOR THE PURPOSE OF THE THIRD ANNUAL GOLDEN NIGHT OF ELEGANCE SENIOR PROM CELEBRATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2012, Councilman Ighodaro created an elder council to harness the wisdom and guidance of our seniors in promoting the health and general wellbeing of the City’s elderly Residents who have served as the foundation and backbone of this City’s development, and

WHEREAS, on May 4, 2019, Councilman Ighodaro will host the 3rd Annual Golden Night of Elegance: Senior Prom in honor and appreciation of the City’s elderly Residents, and

WHEREAS, the primary funding for this event would be derived from sponsorships, gifts, and donations, and

WHEREAS, Councilman Ighodaro is requesting that a portion of the event be funded through a budgeted amount not to exceed the sum of One Thousand Dollars ($1,000.00) from his Special Events Account, for the purpose of supporting the 3rd Annual Golden Night of Elegance: Senior Prom,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.
Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby allocates funds from Councilman Erhabor Ighodaro’s Special Events Account in the amount of One Thousand Dollars ($1,000.00), for the purpose of hosting the 3rd Annual Golden Night of Elegance: Senior Prom.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.


___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

Moved by: ______________

VOTE: ________

61 Mayor Oliver Gilbert, III  ____ (Yes)  ____ (No)
62 Vice Mayor Rodney Harris  ____ (Yes)  ____ (No)
63 Councilwoman Katrina Wilson  ____ (Yes)  ____ (No)
64 Councilman Erhabor Ighodaro, Ph.D.  ____ (Yes)  ____ (No)
65 Councilwoman Lillie Q. Odom  ____ (Yes)  ____ (No)
66 Councilman Reggie Leon  ____ (Yes)  ____ (No)
67 Councilman David Williams Jr  ____ (Yes)  ____ (No)
# City of Miami Gardens Agenda Cover Memo

<table>
<thead>
<tr>
<th>Council Meeting Date:</th>
<th>January 9, 2019</th>
<th>Item Type:</th>
<th>Resolution</th>
<th>Ordinance</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Impact:</td>
<td>Yes No</td>
<td>Ordinance Reading:</td>
<td>1st Reading</td>
<td>2nd Reading</td>
<td></td>
</tr>
<tr>
<td>Funding Source:</td>
<td>Councilman Ighodaro's Special Events Accounts</td>
<td>Advertising Requirement:</td>
<td>Yes No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract/P.O. Required:</td>
<td>Yes No</td>
<td>RFP/RFQ/Bid #:</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sponsor Name</td>
<td>Councilman Erhabor Ighodaro</td>
<td>Department:</td>
<td>Mayor and Council</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Short Title:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING UP TO ONE THOUSAND DOLLARS ($1,000) FROM COUNCILMAN IGHODARO’S PUBLIC AFFAIRS ACCOUNT FOR THE PURPOSE OF CONDUCTING THE READ TO LEAD PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

## Staff Summary:
The Read to Lead Program is an incentive based reading initiative developed in 2001 by the Late Honorable Robert B. Ingram, Ph. D., member of the Miami Dade County School Board. The current iteration of the Read To Lead Program encourages students (fourth and fifth graders in participating elementary schools located in the city of Miami Gardens) to read at least ten books in the course of a sixty day educational period.

Councilman Ighodaro is requesting that a portion of the program be funded through a budgeted amount up to, but not to exceed the sum of one thousand dollars ($1,000.00) from his Special Events Account.

ITEM K-4) ALLOCATING FUNDS TO THE READ TO LEAD PROGRAM
Fiscal Impact

After the above allocation, Councilman Ighodaro will have $2,000 in the Special Events Account for the 2019 fiscal year.

Proposed Action:

It is recommended that City Council approves the resolution to allocate $1,000 for the purpose of conducting the Read to Lead Program.

Attachment:
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING UP TO ONE THOUSAND DOLLARS ($1,000) FROM COUNCILMAN IGHODARO’S PUBLIC AFFAIRS ACCOUNT FOR THE PURPOSE OF CONDUCTING THE READ TO LEAD PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Read to Lead Program is an incentive based reading initiative developed in 2001 by the Late Honorable Robert B. Ingram, Ph. D., member of the Miami Dade County School Board, and

WHEREAS, the Read To Lead Program encourages fourth and fifth graders in participating elementary schools located in the City of Miami Gardens to read at least ten books in the course of a sixty day educational period, and

WHEREAS, Councilman Ighodaro is requesting that a portion of the program is funded through a budgeted amount not to exceed the sum of One Thousand Dollars ($1,000.00) from his Special Events Account,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby allocates funds from Councilman Erhabor Ighodaro’s Special Events Account in the amount of One Thousand Dollars ($1,000.00), for the purpose of conducting the Read to Lead Program.
Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.


_______________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

_______________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: COUNCILMAN ERHABOR IGHODARO, PH.D.

Moved by: ________________

VOTE: ________

Mayor Oliver Gilbert, III   ____ (Yes)    ____ (No)
Vice Mayor Rodney Harris   ____ (Yes)    ____ (No)
Councilwoman Katrina Wilson ____ (Yes)    ____ (No)
Councilman Erhabor Ighodaro, Ph.D. ____ (Yes)    ____ (No)
Councilwoman Lillie Q. Odom  ____ (Yes)    ____ (No)
Councilman Reggie Leon ___ (Yes)   ___ (No)
Councilman David Williams Jr ___ (Yes)   ___ (No)
Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES, INC., FOR THE MAINTENANCE SUPPORT AND LICENSES OF THE EDEN SOFTWARE PACKAGE, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOUR THOUSAND, ONE HUNDRED NINETY-FOUR DOLLARS AND SEVENTY-THREE CENTS ($104,194.73), BY RELYING UPON QUOTE #045-244541; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

On December 14, 2005, the City Council adopted Resolution Number 2005-169-346, which authorized the purchase of the Tyler Technologies’ Enterprise Resource Planning (ERP) System – EDEN. Tyler
Technologies’ Enterprise Resource Planning (ERP) System is the primary Enterprise Resource System for City Departments; such as the Human Resources Department, Finance Department, the Office of Procurement Management, Building Services and the Planning and Zoning Department.

The EDEN software package is deeply ingrained in the day-to-day business operations of the City. On December 14, 2005, City Council authorized the City Manager to negotiate and contract with Tyler Technologies Inc., Eden Division, for fully integrated City-wide software system, in an amount not to exceed six hundred fifty thousand dollars ($650,000.00).

The agreement includes licenses, technical support and maintenance for Tyler EDEN. The cost for maintenance in 2018 was $98,017.39. The cost for maintenance in 2019 is $104,194.73; the current cost for maintenance is an increase of approximately three point three percent (6.3%) above last year’s cost.

**Current Situation**

The City of Miami Gardens has acquired Tyler Technologies’ Enterprise Resource Planning (ERP) System – EDEN, as our primary ERP City wide integrated software system. The Eden Software is proprietary software and the only company that can service and maintain the ERP system is Tyler EDEN. Therefore, Tyler Technologies is the only one reasonable source to provide maintenance for the City’s ERP system.

For Fiscal Year 2019, the annual cost for software maintenance is $98,017.39.

**Fiscal Impact**

For Fiscal Year 2019, the annual cost for software maintenance is $104,194.73 (Quote # 045-244541), however the amount budgeted is $103,005.00. The Department will utilize savings from discounts on other software renewals to cover the shortfall of $1,189.73.

**Proposed Action:**

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Tyler Technologies for the maintenance support and licenses of the EDEN software package in an amount of $104,194.73.

**Attachment:**

Exhibit 1 - Tyler Technologies Quote
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES, INC., FOR THE MAINTENANCE SUPPORT AND LICENSES OF THE EDEN SOFTWARE PACKAGE, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOUR THOUSAND, ONE HUNDRED NINETY-FOUR DOLLARS AND SEVENTY-THREE CENTS ($104,194.73), BY RELYING UPON QUOTE #045-244541; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 14, 2005, the City Council adopted Resolution Number 2005-169-346, which authorized the purchase of the Tyler Technologies' Enterprise Resource Planning (ERP) System (EDEN), and

WHEREAS, Tyler Technologies' Enterprise Resource Planning (ERP) System is the primary Enterprise Resource System for City Departments, and

WHEREAS, the EDEN software package is deeply ingrained in the day-to-day business operations of the City, and

WHEREAS, on December 14, 2005, City Council authorized the City Manager to negotiate and contract with Tyler Technologies Inc., Eden Division, for fully integrated City-wide software system, in an amount not to exceed Six Hundred Fifty Thousand Dollars ($650,000.00), and

WHEREAS, the agreement includes licenses, technical support and maintenance for Tyler EDEN, and

WHEREAS, the cost for the maintenance in 2018 was Ninety-Eight Thousand Seventeen Dollars and Thirty-Nine Cents ($98,017.39), and

WHEREAS, the cost for maintenance in 2019 is One Thousand Four Hundred, One Hundred Ninety-Four Thousand and Seventy-Three Cents, ($104,194.73), an increase of approximately six point three percent (6.3%) above last year’s cost, and
WHEREAS, the City of Miami Gardens has acquired Tyler Technologies’ Enterprise Resource Planning (ERP) System (EDEN), as our primary ERP City-wide integrated software system, and

WHEREAS, the EDEN Software is proprietary software and the only company that can service and maintain the ERP system is Tyler EDEN, and

WHEREAS, Tyler Technologies is the only one reasonable source to provide maintenance for the City’s ERP system, and

WHEREAS, Staff recommends the City Council authorize the City Manager to issue a purchase order to Tyler Technologies for the maintenance support and licenses of the EDEN Software package in the amount of One Thousand Four Hundred, One Hundred Ninety-Four Thousand and Seventy-Three Cents, ($104,194.73),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to issue a purchase order to Tyler Technologies, Inc., for the maintenance support and licenses of the EDEN software package, in an amount not to exceed One Hundred Four Thousand, One Hundred Ninety-Four Dollars and Seventy-Three Cents ($104,194.73), by relying upon Quote #045-244541.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON ___________, 2019.

___________________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

__________________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: __________________

VOTE: ________

Mayor Oliver Gilbert, III ____ (Yes)  ____ (No)
Vice Mayor Rodney Harris  ____ (Yes)  ____ (No)
Councilwoman Katrina Wilson  ____ (Yes)  ____ (No)
Councilman Erhabor Ighodaro, Ph.D.  ____ (Yes)  ____ (No)
Councilwoman Lillie Q. Odom  ____ (Yes)  ____ (No)
Councilman Reggie Leon  ____ (Yes)  ____ (No)
Councilman David Williams Jr  ____ (Yes)  ____ (No)
Bill To:  City of Miami Gardens  
Accounts Payable  
18605 NW 27th AVE.  
Miami Gardens, FL 33056-3106

Ship To:  City of Miami Gardens  
Accounts Payable  
18605 NW 27th AVE.  
Miami Gardens, FL 33056-3106

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Ord No</th>
<th>PO Number</th>
<th>Currency</th>
<th>Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5201</td>
<td>114991</td>
<td></td>
<td>USD</td>
<td>NET30</td>
<td>12/31/2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Units</th>
<th>Rate</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract No.:</td>
<td>MIAMI GARDENS, CITY OF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounts Receivable Support</td>
<td>1</td>
<td>2,317.56</td>
<td>2,317.56</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Applicant Tracking Support</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Bid &amp; Quote Support</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Budget Preparation Support</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>2,780.56</td>
<td>2,780.56</td>
</tr>
<tr>
<td></td>
<td>CASS Support</td>
<td>1</td>
<td>2,780.56</td>
<td>2,780.56</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Contract Management Support</td>
<td>1</td>
<td>1,448.47</td>
<td>1,448.47</td>
</tr>
<tr>
<td></td>
<td>Custom Reports Support</td>
<td>1</td>
<td>3,030.81</td>
<td>3,030.81</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>1,609.42</td>
<td>1,609.42</td>
</tr>
<tr>
<td></td>
<td>Data Dictionaries/Menu Support</td>
<td>1</td>
<td>1,609.42</td>
<td>1,609.42</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>14,884.96</td>
<td>14,884.96</td>
</tr>
<tr>
<td></td>
<td>Disaster Recovery Support</td>
<td>1</td>
<td>14,884.96</td>
<td>14,884.96</td>
</tr>
<tr>
<td></td>
<td>LaserFiche interface Support</td>
<td>1</td>
<td>3,503.49</td>
<td>3,503.49</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>1,158.79</td>
<td>1,158.79</td>
</tr>
<tr>
<td></td>
<td>Forms Support</td>
<td>1</td>
<td>1,158.79</td>
<td>1,158.79</td>
</tr>
<tr>
<td></td>
<td>Forms Support</td>
<td>1</td>
<td>3,669.47</td>
<td>3,669.47</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>5,793.91</td>
<td>5,793.91</td>
</tr>
<tr>
<td></td>
<td>GL/AP/PG Support</td>
<td>1</td>
<td>5,793.91</td>
<td>5,793.91</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>2,317.56</td>
<td>2,317.56</td>
</tr>
<tr>
<td></td>
<td>GASB Support</td>
<td>1</td>
<td>2,317.56</td>
<td>2,317.56</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>2,896.94</td>
<td>2,896.94</td>
</tr>
<tr>
<td></td>
<td>Human Resources Support</td>
<td>1</td>
<td>2,896.94</td>
<td>2,896.94</td>
</tr>
<tr>
<td></td>
<td>Licensing Support</td>
<td>1</td>
<td>3,476.35</td>
<td>3,476.35</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>965.64</td>
<td>965.64</td>
</tr>
<tr>
<td></td>
<td>Parcel Manager Support</td>
<td>1</td>
<td>965.64</td>
<td>965.64</td>
</tr>
<tr>
<td></td>
<td>Maintenance: Start: 01/Jan/2019, End: 31/Dec/2019</td>
<td>1</td>
<td>6,437.65</td>
<td>6,437.65</td>
</tr>
<tr>
<td></td>
<td>Payroll Support</td>
<td>1</td>
<td>6,437.65</td>
<td>6,437.65</td>
</tr>
</tbody>
</table>
Empowering people who serve the public®

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tyleretech.com

Bill To: City of Miami Gardens
Accounts Payable
18605 NW 27th AVE.
Miami Gardens, FL 33056-3106

Ship To: City of Miami Gardens
Accounts Payable
18605 NW 27th AVE.
Miami Gardens, FL 33056-3106

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Ord No</th>
<th>PO Number</th>
<th>Currency</th>
<th>Terms</th>
<th>Due Date</th>
<th>Date</th>
<th>Description</th>
<th>Units</th>
<th>Rate</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5201</td>
<td>144991</td>
<td></td>
<td>USD</td>
<td>NET30</td>
<td>12/31/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Permits &amp; Inspections Support</td>
<td>1</td>
<td>4,828.24</td>
<td>4,828.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Position Budgeting Support</td>
<td>1</td>
<td>965.64</td>
<td>965.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Project Accounting Support</td>
<td>1</td>
<td>4,055.73</td>
<td>4,055.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Requisitions Support</td>
<td>1</td>
<td>579.38</td>
<td>579.38</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>State Package Support</td>
<td>1</td>
<td>1,609.42</td>
<td>1,609.42</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Tyler Output Processing Support</td>
<td>1</td>
<td>1,745.79</td>
<td>1,745.79</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CORE Cashiering Support - 1 Station</td>
<td>1</td>
<td>3,862.59</td>
<td>3,862.59</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>CORE Cashiering Support - 1 Station</td>
<td>1</td>
<td>2,190.01</td>
<td>2,190.01</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Crystal Reports Site License Support</td>
<td>1</td>
<td>1,287.54</td>
<td>1,287.54</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Accounts Payable Support Web</td>
<td>1</td>
<td>876.30</td>
<td>876.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Bid &amp; Quote Support Web</td>
<td>1</td>
<td>876.30</td>
<td>876.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Human Resources Support Web</td>
<td>1</td>
<td>965.64</td>
<td>965.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Licensing Support Web</td>
<td>1</td>
<td>965.64</td>
<td>965.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Permissions &amp; Inspections Support Web</td>
<td>1</td>
<td>965.64</td>
<td>965.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BMI Asset Tracking Interface Support</td>
<td>1</td>
<td>831.92</td>
<td>831.92</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>OSDBA Support</td>
<td>1</td>
<td>14,884.96</td>
<td>14,884.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Tyler Payments - Hosting Fee (Prorated XX/XX/XX-12/31/2018)</td>
<td>1</td>
<td>2,067.00</td>
<td>2,067.00</td>
</tr>
</tbody>
</table>
Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: City of Miami Gardens
Accounts Payable
18605 NW 27th AVE.
Miami Gardens, FL 33056-3106

Ship To: City of Miami Gardens
Accounts Payable
18605 NW 27th AVE.
Miami Gardens, FL 33056-3106

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Ord No</th>
<th>PO Number</th>
<th>Currency</th>
<th>Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>5201</td>
<td>114991</td>
<td></td>
<td>USD</td>
<td>NET30</td>
<td>12/31/2018</td>
</tr>
</tbody>
</table>

Date | Description | Units | Rate | Extended Price
--- | --- | --- | --- | ---

**ATTENTION**
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

| | Subtotal | 104,194.73 |
| | Sales Tax | 0.00 |
| | Invoice Total | 104,194.73 |
City of Miami Gardens
Agenda Cover Memo

Short Title:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SAFEWARE, INC., FOR THE PURCHASE OF SURVEILLANCE TRAILER FOR PUBLIC SAFETY EMERGENCY EQUIPMENT AND RELATED SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND, SEVEN HUNDRED TWENTY-FOUR DOLLARS AND ZERO CENTS ($84,724.00), BY RELYING UPON FAIRFAX COUNTY VIRGINIA RFP NUMBER 2000002547; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:
Purpose:
The Miami Gardens Police Department is requesting the City Council approval to purchase surveillance trailer through the County of Fairfax, Virginia agreement solicited under RFP Number 2000002547 Public Safety Emergency Equipment and Related Services. City of Maimi Gardens City Council previously approved piggybacking of the County of Fairfax, Virginia agreement under resolution No 2016-95-2994 on Council May 11, 2016.

ITEM K-6) P.O. TO SAFEWARE INC.
**Background:**
The surveillance trailer can provide situational awareness from several hundred feet away. Events can be closely monitored from a distance providing an additional layer of safety for emergency personnel responding to the event. The surveillance cameras can be used to gather intelligence and information in areas with limited infrastructure to investigate and mitigate criminal activity. When natural or manmade disasters strike, power and existing surveillance infrastructure is often disrupted. Independent of existing infrastructure, mobile surveillance trailers provide a highly effective surveillance system to mitigate, identify, respond, investigate and prosecute individuals who commit criminal acts. These trailers will be towed to the location via a vehicle equipped with a hitch. They are placed at the location of the event or in an area that allows video to be recorded and transmitted back to the Real Time Crime Center. They can also transmit the video to any laptop that has internet connection.

The awarded vendor, Safeware, Inc., has agreed to participate in the City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP) and registered with South Florida Workforce Investment Board (SWIB) CareerSource of South Florida. Safeware, Inc. has agreed to hire residents of the City of Miami Gardens for each task within the project for the RTCC that may require laborer/wire pulling.

**Fiscal Impact:**
Funding for this expense will be from the Urban Area Security Initiative (UASI) Grant Program. As a member of the Miami / Fort Lauderdale UASI, the City was awarded $84,724.00 for the purchase of a surveillance trailer. This grant does not require a match from the City and purchase of the equipment will not exceed the amount awarded.

**Proposed Action:**
It is recommended that the City Council approve the attached resolution, authorizing the City Manager to approve this request to purchase surveillance trailer though the County of Fairfax, Virginia agreement solicited under RFP Number 2000002547 for Public Safety Emergency Equipment and Related Services in an amount not to exceed $84,724.00 dollars.

**Attachments:**

Exhibit 1: Safeware Inc RFP2000002547 Public Safety Emergency Preparedness Equipment and Related Services.

Exhibit 2: UASI 2017 Signed Memorandum of Agreement.

Exhibit 3: Competitive Solicitation by Fairfax County VA.

Exhibit 4: Resolution No 2016-95-2994
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER TO Issue A PURCHASE ORDER TO SAFEWARE, INC., FOR THE PURCHASE OF SURVEILLANCE TRAILER FOR PUBLIC SAFETY EMERGENCY EQUIPMENT AND RELATED SERVICES, IN AN AMOUNT NOT TO EXCEED EIGHTY-FOUR THOUSAND, SEVEN HUNDRED TWENTY-FOUR DOLLARS AND ZERO CENTS ($84,724.00), BY RELYING UPON FAIRFAX COUNTY VIRGINIA RFP NUMBER 2000002547; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Miami Gardens Police Department is requesting that the City purchase a surveillance trailer through the County of Fairfax, Virginia agreement solicited under RFP Number 2000002547 Public Safety Emergency Equipment and Related Services, and

WHEREAS, an independent of existing infrastructure, mobile surveillance trailers provide a highly effective surveillance system to mitigate, identify, respond, investigate and prosecute individuals who commit criminal acts, and

WHEREAS, it is being recommended that the City Council authorize the City Manager to approve this request to purchase surveillance trailer though the County of Fairfax, Virginia agreement solicited under RFP Number 2000002547 for Public Safety Emergency Equipment and Related Services with Safeware, Inc., in an amount not to exceed Eighty-Four Thousand, Seven Hundred Twenty-Four Dollars and Zero cents ($84,724.00),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:
Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager to issue a purchase order to Safeware, Inc., for the purchase of Surveillance Trailer for Public Safety Emergency Equipment and Related Services, in an amount not to exceed Eighty-Four Thousand, Seven Hundred Twenty-Four Dollars and Zero Cents ($84,724.00) by relying upon Fairfax County Virginia RFP Number 2000002547.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.


______________________________
OLIVER GILBERT, III, MAYOR

ATTEST:

______________________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: _________________

VOTE: ________
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>(Yes)</th>
<th>(No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>66</td>
<td>Mayor Oliver Gilbert, III</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>Vice Mayor Rodney Harris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Councilwoman Katrina Wilson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>Councilman Erhabor Ighodaro, Ph.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Councilwoman Lillie Q. Odom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Councilman Reggie Leon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>Councilman David Williams Jr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MEMORANDUM OF AGREEMENT
URBAN AREA SECURITY INITIATIVE FY 2017
"City of Miami Gardens"

Agreement Number: 18-DS-X3-11-23-02-376
FAIN Number: EMW-2017-SS-00061
CFDA #: 97.067

This Agreement is entered into this _23_ day of ___August____, 2018, by and between the City of Miami, a municipal corporation of the State of Florida, (the “Sponsoring Agency”) and the City of Miami Gardens, (the “Participating Agency”).

RECITALS

WHEREAS, the U.S. Department of Homeland Security (USDHS) is providing financial assistance to the Miami urban area in the amount $4,921,000 dollars through the Urban Area Security Initiative (UASI) Grant Program 2017; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Miami UASI Grant Program 2017; and

WHEREAS, as the USDHS requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the UASI Grant Program 2017 and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the 2017 Urban Area has been defined Miami and Ft. Lauderdale collectively and anticipates sub-granting a portion of the UASI funds in accordance with the grant requirements; and

WHEREAS, the City Commission, by Resolution No. R-18-0049, adopted on February 8th, 2018, has authorized the City Manager to enter into this Agreement with each participating agency on behalf of the City of Miami; and

WHEREAS, the Sponsoring Agency wishes to work with the participating agencies through the Urban Area Working Group process to enhance Miami and its surrounding jurisdictions ability to respond to a terrorist threat or act.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follow:
I. PURPOSE

A. This Agreement delineates responsibilities of the Sponsoring Agency and the Participating Agencies for activities under the UASI Grant Program 2017 which was made available by the U.S. Department of Homeland Security and the State of Florida Division of Emergency Management (FDEM).

B. This Agreement serves as the Scope of Work between the Participating Agency and the Sponsoring Agency.

II. SCOPE

A. The provisions of this Agreement apply to UASI Grant Program 2017 activities to be performed at the request of the federal government, provided at the option of the Sponsoring Agency, and in conjunction with, preparation for, or in anticipation of, a major disaster or emergency related to terrorism and or weapons of mass destruction.

B. No provision in this Agreement limits the activities of the Urban Area Working Group or its Sponsoring Agency in performing local and state functions.

III. DEFINITIONS

A. Critical Infrastructure: Any system or asset that if attacked would result in catastrophic loss of life and/or catastrophic economic loss management of resources (including systems for classifying types of resources); qualifications and certification; and the collection, tracking, and reporting of incident information and incident resources.

B. Core County: The County within which the core city is geographically located. The core city is the City of Miami.

C. UASI Grant Program 2017: The UASI Grant Program 2017 reflects the intent of Congress and the Administration to enhance and quantify the preparedness of the nation to combat terrorism and continues to address the unique equipment, training, planning, and exercise needs of large high threat urban areas, and program activities must involve coordination by the identified core city, core county/counties, and the respective State Administrative Agency. Funding for the UASI Grant Program 2017 was appropriated by U.S. Congress and is authorized by Public Law 108–11, the Emergency Wartime Supplemental Appropriations Act, 2003. The funding will provide assistance to build an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism for the selected urban areas.

D. National Incident Management System (NIMS): This system will provide a consistent nationwide approach for federal, state, and local governments to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To
provide for interoperability and compatibility among Federal, State, and local capabilities, the NIIMS will include a core set of concepts, principles, terminology, and technologies covering the incident command system; multi-agency coordination systems; unified command and training.

E. Urban Area Working Group (UAWG): The State Administrating Agency Point of Contact (SAA POC) must work through the Mayor/CEOs from all other jurisdictions within the defined urban area to identify POCs from these jurisdictions to serve on the Urban Area Working Group. The Urban Area Working Group will be responsible for coordinating development and implementation of all program elements, including the urban area assessment, strategy development, and any direct services that are delivered by the grant.

F. Urban Area: An urban area is limited to inclusion of jurisdictions contiguous to the core city and county/counties, or with which the core city or county/counties have established formal mutual aid agreements.

IV. SPONSORING AGENCY SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Coordinating with named counties and cities, with the respective State Administrative Agency, and with the FDEM and USDHS.

C. Conducting a comprehensive Urban Area Assessment, which will in turn guide the development of an Urban Area Homeland Security Strategy.

D. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.

E. Developing a comprehensive Urban Area Homeland Security Strategy and submit to the SAA POC.

F. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".

G. Ensuring satisfactory progress toward the goals or objectives stipulated in "Exhibit #1".

H. Following grant agreement requirements and/or special conditions as stipulated in "Exhibit #1".
I. Submitting required reports.

V. THE PARTICIPATING AGENCIES SHALL BE RESPONSIBLE FOR:

A. Providing an administrative department, which shall be the main liaison and partner with the City of Miami Fire-Rescue Department, authorized to carry out the herein agreed upon responsibilities of the Sponsoring Agency.

B. Participating Agencies and any sub-grantees must abide by the grant requirements including budget authorizations, required accounting and reporting expenditures, proper use of funds, and tracking of assets as stipulated in "Exhibit #1".

C. Submitting monthly budget detail worksheets to the City of Miami on the progress of direct purchases of equipment or services as stipulated in "Exhibit #1".

D. Complying with all UASI Grant Program 2017 requirements as stipulated in "Exhibit #1".

E. Participating as a member of the Urban Area Working Group to include coordinating with and assisting the City of Miami in conducting a comprehensive Urban Area Assessment, which in turn will guide development of an Urban Area Homeland Security Strategy.

F. Ensuring the participation of the following critical players in the assessment and strategy development process: law enforcement, emergency medical services, emergency management, the fire service, hazardous materials, public works, governmental administrative, public safety communications, healthcare and public health.


H. Complying with the requirements or statutory objectives of federal law as stipulated in "Exhibit #1".

I. Ensuring satisfactory progress toward the goals or objectives as stipulated in "Exhibit #1".

J. Submitting required reports as prescribed by the Sponsoring Agency as stipulated in "Exhibit #1".

K. Maintaining an equipment inventory of UASI purchased items.

L. Ensure that equipment obtained from the UASI Grant Program 2017, as identified in "Exhibit #2", is readily available for use by personnel trained to use such equipment for actual emergencies or exercises. Also, ensure that such equipment is readily available for onsite monitoring by DHS, DEM,
and the Sponsoring Agency. If the Participating Agency is incapable of staffing the equipment, such equipment shall be made available to another Participating Agency for use during any actual emergencies or exercises. Failure to ensure equipment availability may result in loss of funding and/or equipment to the Participating Agency.

M. All equipment obtained from the UASI Grant Program 2017, as identified in “Exhibit 2”, is the sole responsibility of the receiving agency. This includes, where applicable, maintenance, replacement, training on equipment, and insuring of equipment and personnel, and compliance with intra-agency auditing requirements.

VI. THE SPONSORING AGENCY AND THE PARTICIPATING AGENCY AGREE:

A. That funding acquired and identified for the Urban Area Security Initiative will be administered solely by the Sponsoring Agency.

B. The Participating Agencies will provide financial and performance reports to the sponsoring agency in a timely fashion. The Sponsoring Agency will prepare consolidated reports for submission to the State of Florida as stipulated in “Exhibit 1”.

C. The Sponsoring Agency is not responsible for personnel salaries, benefits, workers compensation or time related issues of the Participating Agency personnel.

D. The Sponsoring Agency and Participating Agency are subdivisions as defined in Section 768.28, Florida Statutes, and each party agrees to be fully responsible for the respective acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a municipality, state agency or subdivision of the State of Florida to be sued by third parties in any manner arising out of this Agreement or any other contract.

E. This is a reimbursement grant that requires the Participating Agencies to purchase, receive, and pay invoices in full for equipment, services, and allowable personnel costs PRIOR to submitting the same for reimbursement to the Sponsoring Agency.

VII. FINANCIAL AGREEMENTS

A. Financial and Compliance Audit Report: Recipients that expend $300,000 or more of Federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the U.S. General Accounting Office Government Auditing Standards and 2 CFR 200.
B. The Secretary of Homeland Security and the Comptroller General of the United States shall have access to any books, documents, and records of recipients of UASI Grant Program 2017 assistance for audit and examination purposes, provided that, in the opinion of the Secretary of Homeland Security or the Comptroller General, these documents are related to the receipt or use of such assistance. The grantee will also give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the grant.

C. Financial Status Reports are due within 14 days after the end of each calendar quarter. A report must be submitted for every quarter that the award is active, including partial calendar quarters, as well as for periods where no grant activity occurs as stipulated in “Exhibit 1”.

D. Submit progress reports to describe progress to date in implementing the grant and its impact on homeland security in the state.

E. All financial commitments herein are made subject to the availability of funds and the continued mutual agreements of the parties as identified in “Exhibit 2”.

VIII. CONDITIONS, AMENDMENTS, AND TERMINATION

A. The Participating Agency will not illegally discriminate against any employee or applicant for employment on the grounds of race, color, religion, sex, age, or national origin in fulfilling any and all obligations under this Agreement.

B. Any provision of this Agreement later found to be in conflict with Federal law or regulation, or invalidated by a court of competent jurisdiction, shall be considered inoperable and/or superseded by that law or regulation. Any provision found inoperable is severable from this Agreement, and the remainder of the Agreement shall remain in full force and effect.

C. This Agreement may be terminated by either party on thirty (30) days written notice to the other party at the address furnished by the parties to one another to receive notices under this agreement or if no address is specified, to the address of the parties' signatory executing this contract.

D. This Agreement shall be considered the full and complete agreement between the undersigned parties, and shall supersede any prior Memorandum of Agreement among the parties, written or oral, except for any executory obligations that have not been fulfilled.
E. This Agreement will end on June 30, 2019, unless otherwise extended, by a written amendment duly approved and executed prior to June 30, 2019, unless otherwise extended, at which time the parties may agree to renew the association. Renewal will be based on evaluation of the Sponsoring Agency’s ability to conform to procedures, training and equipment standards as prescribed by the grant.

SPONSORING AGENCY

THE CITY OF MIAMI, a municipal Corporation of the State of Florida

ATTEST:

[Signatures]

Todd B. Hannon
City Clerk

Emilio Gonzalez, Ph.D.
City Manager

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

Victoria Méndez
City Attorney

APPROVED AS TO INSURANCE REQUIREMENTS:

[Signature]

Ann-Marie Sharpe, Director Department of Risk Management
PARTICIPATING AGENCY

"City of Miami Gardens"

BY:

Cameron D. Benson, City Manager
City of Miami Gardens, Florida

FID#: 11-3695944

DUNS: 009644143

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]

Participating Agency
Attorney Sonja Dickens, City Attorney
Safeware, Inc.
4403 Forbes Blvd
Lanham, MD 20706

Attention: Rick Bond, Vice President of Sales

Reference: RFP2000002547; Public Safety and Emergency Preparedness Equipment and Related Services

Dear Mr. Bond:

**Acceptance Agreement**

**Contract Number:** 4400008468

This acceptance agreement signifies a contract award for Public Safety and Emergency Preparedness Equipment and Related Services. The period of the contract shall be from October 1, 2018 through September 30, 2023 with renewals of five (5) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

1) This Acceptance Agreement; and

2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Fairfax County Special Provisions, Section 1 (Insurance) within ten (10) days after receipt of this letter.

Sincerely,

[Signature]

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22033-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228
MEMORANDUM OF NEGOTIATIONS
RFP 2000002547
Public Safety and Emergency Preparedness Equipment and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. and Mallory Safety and Supply, LLC. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400008468 with Safeware, Inc. and Contract 4400008495 with Mallory Safety and Supply, LLC. (hereinafter called the Contract) for the provision of public safety and emergency preparedness equipment and related services. The final Contract contains the following documents:

a. The County's Request for Proposal RFP 2000002547 and all Addenda;
b. The Contractor's Technical Proposal and Cost Proposal dated March 8, 2018;
d. The Contractor's response to issues for negotiation dated April 12, 2018.
e. This Memorandum of Negotiations;
f. County's purchase order;
g. Any subsequent amendments to the Contract.

In addition, the County and the Contractor agree to the following:

1. The parties to this Contract acknowledge that Safeware, Inc. submitted a proposal, on behalf of Safeware, Inc. and Mallory Safety and Supply, LLC., in response to RFP 2000002547. Mallory Safety and Supply, LLC. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies of the states of Alaska, Hawaii, Washington, Oregon, California, Arizona, Nevada, New Mexico, Wyoming, Idaho, Montana, and Utah and to assume all responsibilities and obligations under this Contract for its designated territory. Safeware, Inc. acknowledges and agrees to provide public safety and emergency preparedness equipment and related services to Participating Public Agencies located in all other states of the United States, not identified above and to assume all responsibilities and obligations under this Contract for its designated territory. Contract number 4400008468 has been assigned to Safeware, Inc. and Contract number 4400008495 has been assigned to Mallory Safety and Supply LLC. to facilitate ordering.

2. The Contractor shall provide e Commerce rebates as outlined below:

- If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on purchases made through ecommerce.
- If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on purchases made through ecommerce.
  - Conditions: The agency total purchases for the annual contract period must be greater than $20,000. Ecommerce is defined as any order placed through Safeware or Mallory's website or fully integrated third party marketplace where the Participating Public Agency's orders and Safeware-Mallory's invoices are transmitted via EDI, XML or cXML. Ecommerce rebates cannot be combined with other rebates, early payment discounts, or where the buying agency or procurement platform charges an administrative or transaction fee.
3. Large sales greater than $20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.

4. For purchase of services under this Contract, the Contractor shall provide a minimum of 10% discount from Safeware and Mallory’s list price. The pricing for services may be negotiated to a lower price.

5. The Contractor acknowledges and agrees that the County and the Participating Public Agencies reserve the right to review and negotiate the license and maintenance terms and conditions prior to any purchase of software under this Contract and that the Contractor will provide full support for executing the negotiated license/maintenance agreement(s) by the County/Participating Public Agencies and the software publisher. The Contractor also agrees to obtain agreement from its software publishers that their shrink wrap, browse wrap, click through, or similar processes are for access purposes only, and any terms and conditions offered in or referenced by those procedures will have no force or effect.

6. The Contractor shall hold the discount rate of 41% for equipment and 10% for services firm for the entire contract term including renewal periods.

7. The parties mutually agree that the first sentence of Paragraph 1.3 of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the County Purchasing Agent and/or Risk Manager.

8. The parties mutually agree that the Paragraph 1.2 b. of Section 1 titled Insurance (Fairfax County Special Provisions) is deleted and is replaced with the following language:

   The contractor agrees to maintain Commercial General Liability insurance in the amount of $1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.

ACCEPTED BY:

Safeware, Inc.

Safeware, Inc.

Date 6/6/18

Mallory Safety and Supply, LLC.

Mallory Safety and Supply, LLC.

Date 6/6/18

Cathy A. Muse

Cathy A. Muse

Date 6/7/18

Director/County Purchasing Agent
RESOLUTION NO. 2016-95-2994

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO RELY UPON THAT CERTAIN CONTRACT NO. RQ11-205753-10A ENTERED INTO BY FAIRFAX COUNTY VIRGINIA ACTING AS LEAD AGENCY FOR U.S. COMMUNITIES AND SAFEWARE, INC., FOR PUBLIC SAFETY AND EMERGENCY EQUIPMENT AND RELATED SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City’s Public Safety Building houses the Police Department staff, command center and related functions, and included operational space for the Real Time Crime Center (RTCC), which will include a video wall, video wall processor, and related equipment and software, and

WHEREAS, in order to configure and integrate a fully functional Real Time Crime Center (RTCC), the RTCC will require a specialized platform and software to integrate current and future video sources/feeds from park surveillance, public Wi-Fi installations and local businesses, and

WHEREAS, the County of Fairfax, Virginia, acting as lead agency for U.S. Communities, solicited Request For proposals (RFP) Number 11-205753-10 (4400001839), for public safety and emergency preparedness equipment and related services, on September 1, 2011, and

WHEREAS, the contract was awarded to the highest ranked proposer, SafeWare, Inc., and Contract No. RQA11-205753-10A was issued based on price and the evaluation factors set forth in the solicitation, and

WHEREAS, The initial term of the contract is for a three (3) year period, with an option to renew for four (4), one (1) year periods; the contract was renewed through September 30, 2016, and
WHEREAS, U.S. Communities is a national government purchasing cooperative, providing government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing, and

WHEREAS, City staff believes that relying upon Contract No. RQ11-205753-10A will allow the City to install sources, signals, feeds and functionality that could be an integration solution for the Real Time Crime Center (RTCC), Parks surveillance, Surveillance Cameras, cameras through all City maintained Parks, Digital and Physical Evidence Management System, Data Storage Servers, ShotSpotter, Command Central Crime Analytics, Esri Mapping Solution, Social Media Monitoring Software, Public Safety Information Management (PSIM) solution, Backhaul Communication System with public WI-FI capability required under the General Obligation Bond (GOB) Implementation Plan and additional services as required,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City to rely upon that certain Contract No. RQ11-205753-10A entered into by Fairfax County Virginia acting as lead agency for U.S. Communities and Safeware, Inc., for public safety and emergency equipment and related services.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: Ighodaro
Seconded by: Williams

VOTE: 7-0

Mayor Oliver Gilbert, III     (Yes)    (No)
Vice Mayor Felicia Robinson   (Yes)    (No)
Councilwoman Lillie Q. Odom   (Yes)    (No)
Councilman David Williams Jr  (Yes)    (No)
Councilwoman Lisa C. Davis    (Yes)    (No)
Councilman Rodney Harris      (Yes)    (No)
Councilman Erhabor Ighodaro, Ph.D. (Yes)    (No)
### City of Miami Gardens
#### Agenda Cover Memo

<table>
<thead>
<tr>
<th>Council Meeting Date:</th>
<th>May 11, 2016</th>
<th>Item Type:</th>
<th>Resolution</th>
<th>Ordinance</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Impact:</td>
<td>Yes</td>
<td>No</td>
<td>Ordinance Reading:</td>
<td>X</td>
<td>1st Reading</td>
</tr>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td>(Enter X in box)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Funding Source:</td>
<td>NA</td>
<td></td>
<td>Advertising Requirement:</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td>(Enter X in box)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract/P.O. Required:</td>
<td>Yes</td>
<td>No</td>
<td>RFP/RFQ/Bid #:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td>RFP No. 15-16-35(P)</td>
<td>Public Safety and Emergency Preparedness Equipment and Related Services</td>
<td></td>
</tr>
<tr>
<td>Strategic Plan Related</td>
<td>Yes</td>
<td>No</td>
<td>Strategic Plan Priority Area:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Enter X in box)</td>
<td></td>
<td></td>
<td>Capital Improvements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sponsor Name</td>
<td>Cameron Benson, City Manager</td>
<td>Department:</td>
<td>Capital Improvement Project (CIP)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER TO RELY UPON THAT CERTAIN CONTRACT NO. RQ11-205753-10A ENTERED INTO BY FAIRFAX COUNTY VIRGINIA ACTING AS LEAD AGENCY FOR U.S. COMMUNITIES AND SAFEWARE, INC., FOR PUBLIC SAFETY AND EMERGENCY EQUIPMENT AND RELATED SERVICES; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

### Staff Summary:

**BACKGROUND**

Item K-9) 
Safeware for Public Safety & Emergency Equipment
The City completed its new Public Safety Building located at 18611 NW 27th Avenue, Miami Gardens, FL 33056 directly adjacent to the City of Miami Gardens City Hall. The Public Safety Building houses the Police Department staff, command center and related functions. Included is operational space for the Real Time Crime Center (RTCC), which will include a video wall, video wall processor, and related equipment and software.

Staff prepared specifications in Request For Proposal (RFP) Number 14-15-024, inviting firms to provide complete turnkey design, hardware, systems integration, and installation of all equipment necessary, training and on-going system maintenance for a fully functioning video wall solution that will assist in law enforcement situational awareness across the City.

RFP Number 14-15-024, was posted on September 9, 2015. A broadcast notice was sent to five hundred and twenty-seven (527) suppliers. Thirty-eight (38) proposal packages were requested. The RFP opened on December 10, 2015. Two (2) proposals were received and publicly read. An Evaluation Committee (EC) meeting was held on January 7, 2016. The Evaluation Committee determined that both firms were both responsive and responsible to the requirements in the RFP and after evaluation and scoring, the Evaluation Committee named CineMassive Displays, LLC, as the first-ranked firm.

CURRENT SITUATION

In order to configure and integrate a fully functional Real Time Crime Center (RTCC), the RTCC will require a specialized platform and software to integrate current and future video sources/feeds from park surveillance, public Wi-Fi installations and local businesses.

The County of Fairfax, Virginia, as lead agency for U.S. Communities, solicited Request For proposals (RFP) Number 11-205753-10 (4400001839), for public safety and emergency preparedness equipment and related services, on September 1, 2011.

The contract was awarded to the highest ranked proposer, Safeware, Inc., based on price and the evaluation factors set forth in the solicitation. The initial term of the contract is for a three (3) year period, with an option to renew for four (4), one (1) year periods. The contract was renewed through September 30, 2016. The estimated dollar volume of Products and Services purchased under this contract is one hundred million Dollars ($100,000,000) annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. There is no minimum quantity of products required to be purchased under this Master Agreement (Exhibit 1).

U.S Communities is a national government purchasing cooperative, providing government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing. U.S. Communities aggregates the purchasing power of more than ninety thousand (90,000) public agencies nationwide by offering Participating Public Agencies the ability to make purchases through existing, competitively solicited contracts between a supplier and a lead public agency. Each lead public agency awards its
contract to a supplier after a competitive solicitation process designed to ensure that Participating Public Agencies receive the highest quality products and services at the lowest possible prices.

Accessing/piggybacking RFP Number 11-205753-10 (4400001839), which was competitively established by the U.S. Communities Government Purchasing Alliance (U.S. Communities), will allow the City to install sources, signals, feeds and functionality that could be an integration solution for the Real Time Crime Center (RTCC), Parks surveillance, Surveillance Cameras, cameras through all City maintained Parks, Digital and Physical Evidence Management System, Data Storage Servers, ShotSpotter, Command Central Crime Analytics, Esri Mapping Solution, Social Media Monitoring Software, Public Safety Information Management (PSIM) solution, Backhaul Communication System with public WI-FI capability required under the General Obligation Bond (GOB) Implementation Plan and additional services as required.

This request to piggyback Request For Proposal (RFP) Number 11-205753-10 (4400001839), for public safety and emergency preparedness equipment, is pursuant to the City of Miami Gardens, FL Code of Ordinance Section 2-757(b)(2).

U.S Communities leverages the buying power of cities and counties to achieve economies of scale that would not be possible at the municipal level. This contract provides a significant discount off of catalog pricing on thousands of safety-related items, including, physical security enhancement equipment, system design, installation, service, maintenance, protective clothing, respirators and accessories, hearing protection, first aid supplies, traffic safety supply and equipment. Accessing this contract will provide the City a substantial forty-one (41) percent discount off manufacturer’s pricing; orders exceeding certain thresholds may be eligible for additional price discounts. The contract also allows the flexibility to obtain new and/or upgraded items, as they become available. In addition, the contract allows for negotiation of lower rates/pricing for technical services, renting and training.

The awarded vendor, Safeware, Inc., has registered with South Florida Workforce Investment Board (SWIB) CareerSource of South Florida and has agreed to participate in the City of Miami Gardens Business and Resident Economic Growth Plan (CMG-BREP). Safeware, Inc. has agreed to hire residents of the City of Miami Gardens for each task within the project for the RTCC that may require laborer/wire pulling (Exhibit 2).

The U.S Communities Master Intergovernmental Cooperative Purchasing Agreement (MICPA) authorizes the City to include the City’s Business and Residential Economic Growth Plan (CMG-BREP) (Exhibit 3).

**Proposed Action:**

It is recommended that the Council approve accessing/piggybacking Request For Proposal (RFP) Number 11-205753-10 (4400001839) established by the County of Fairfax, Virginia, lead agency for U.S. Communities, for public safety and emergency preparedness equipment and related services, to Safeware, Inc. for the implementation of a fully integrated solution for the Real Time Crime Center...
(RTCC), Parks surveillance and public Wi-Fi required under the General Obligation Bond (GOB) Implementation Plan for various project tasks, which will be approved on an as needed basis.

Attachment:

Exhibit 1 - RFP Number 11-205753-10 (4400001839)-Acceptance Agreement/ Notice of Award
Exhibit 2 - CMG-BREP Participation Forms
Exhibit 3 - Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Exhibit 4 - Safeware, Inc. / ATCl Communications, Inc. /US. Communities Price List
Exhibit 5 - Contract Renewal
Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785-2005

Attention: Edward A. Simons, President

Reference: RFP11-205753-10, Public Safety and Emergency Preparedness and Related Services

Dear Mr. Simons:

Acceptance Agreement

Contract Number: RQ11-205753-10A

This acceptance agreement signifies a contract award to Safeware, Inc. for Public Safety and Emergency Preparedness and Related Services. The period of the contract shall be from September 1, 2011 through September 30, 2014 with renewals of four (4) additional years, one (1) year at a time or a combination of the years, by mutual agreement of both parties.

The contract award shall be in accordance with:

1) This Acceptance Agreement;

2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions paragraph 14 within ten (10) days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent
MEMORANDUM OF NEGOTIATIONS
RFP11-205753-10; Public Safety and Emergency Preparedness and Related Services

The County of Fairfax (hereinafter called the County) and Safeware, Inc. (hereinafter called the Contractor) hereby agree to the following in the execution of Contract RQ11-205753-10A. The final contract contains the following documents:

a. County's Request for Proposal RFP11-205753-10 and all Addenda;
b. The Contractor's Technical and Cost Proposals dated April 13, 2011;
c. The Contractor's response to clarification questions dated April 29, 2011;
d. The Contractor's response to items for negotiation dated May 6, 2011;
e. This Memorandum of Negotiation;
f. County purchase order;
g. Any amendments subsequently issued.

In addition, the County and the Contractor agreed to the following:

1. The Contract start date will be begin on September 1, 2011.

2. eCommerce Rebates:
   - If 30%-69.99% of total invoiced sales are received by website orders at the conclusion of each contract year, a 0.5% rebate will be provided on the website orders.
   - If 70% or greater of total invoiced sales are received by website orders at the conclusion of each contract year, a 1% rebate will be provided on the website orders.

3. Large sales greater than $20,000 may be eligible for additional price discounts from manufacturers and will be automatically flagged in the Contractor's system to seek additional price concessions from manufacturers.

4. The 41% discount will be taken from Safeware and Mallory's list price. Items not specifically listed in the catalog may be purchased under this contract at the above noted discount rate.

5. The National Account Manager is Charles Radcliffe.

6. The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.
7. Signed U. S. Communities General Administration Agreement.

ACCEPTED BY:

Edward A. Simons, President
Safeware, Inc.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

6/30/11
Date

7/8/2011
Date
CITY OF MIAMI GARDENS
BUSINESS RESIDENT ECONOMIC PLAN CERTIFICATION FORM (CMG-BREP)

This form(s) should be returned with the Contractor/Developer's submittal. If not provided with solicitation submittal, the Contractor/Developer's must supply information within three (3) business days of County's request.

In accordance with the City of Miami Gardens Business Resident Economic Program:

_ Safeware, Inc._ (Developer/Contractor) agrees to be bound to the contractual obligations of the City of Miami Gardens Business Resident Economic Plan City of Miami Gardens Ordinance No. 2015-06-341, requiring our firm to use good faith efforts to meet the (South Florida Workforce Investment Board (CareerSource) Referral Goal and the City of Miami Gardens Business Resident Economic Plan objective.

The statement must be signed by an authorized signatory of the firm.

/_Peter Van Kirk_  Director, Government Security Solutions, 4/13/2016

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE/NAME</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
</table>
**ATTACHMENT "B"**

**CITY OF MIAMI GARDENS**

**BUSINESS AND RESIDENT ECONOMIC GROWTH PLAN**

**WORKFORCE DATA SHEET**

<table>
<thead>
<tr>
<th>Contract No.:</th>
<th>Date Form Submitted: 4/13/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name/Description: City Surveillance-City of Miami Gardens</td>
<td>Contact Person: Peter Van Kirk</td>
</tr>
<tr>
<td>Prime Contractor: Safeware, Inc.</td>
<td>Contact Number: 561-262-8343</td>
</tr>
</tbody>
</table>

To be submitted with bid at the time of bid submittal.

<table>
<thead>
<tr>
<th>(A) Position Name/Description</th>
<th>(B) Trade</th>
<th>(C) Total Number of Positions Assigned to the project</th>
<th>(D) Number of Positions in (C) filled by staff currently on the Firms Payroll</th>
<th>(E)** # of Positions to be Filled, Residents from the City of Miami Gardens, to meet CMG-BREP Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>Wire Puller</td>
<td>4</td>
<td>0</td>
<td>2</td>
</tr>
</tbody>
</table>

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

**Signature:** [Signature] **Title:** Director **Date:** 4/13/2016

The information provided herein is subject to verification by the City of Miami Gardens

**The position(s) listed in Column E MUST be posted on the designated CareerSource Portal once vendor is Recommended For Award.**

**For individuals listed in Colume E the following information Must be submitted to the City once hired by your firm.**

1. Government issued picture ID (Drivers License, US Passport, etc.)
2. Utility Bill, Voter Registration Card, Bank Statement, State or Federal Correspondence
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECATALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");
WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;
WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;
WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;
WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;
NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

MICPA Version 8.1.15
LEAD PUBLIC AGENCY CERTIFICATE

I hereby acknowledge, on behalf of Fairfax County, VA (the "Lead Public Agency") that I have read and agree to the general terms and conditions set forth in the enclosed Master Intergovernmental Cooperative Purchasing Agreement, (MICPA) regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Lead Public Agency to Participating Public Agencies nationwide through U.S. Communities. Copies of Master Agreements and any amendments thereto made available by Lead Public Agency will be provided to Suppliers and U.S. Communities to facilitate use by Participating Public Agencies.

I understand that the purchase of one or more Products under the provisions of the MICPA is at the sole and complete discretion of the Participating Public Agency.

______________________________
Cathy Muse
Authorized Signature, Lead Public Agency

______________________________
Sept 9, 2015
Date
AMENDMENT NO. 2

CONTRACT TITLE: Public Safety and Emergency Preparedness and Related Services

CONTRACTOR
Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785-2005

VENDOR CODE
B521152883 02

DATE: MAR 7 2014

CONTRACT NO.
RQ11-205753-10A

The above contract is hereby amended as follows:

1. The contract information is changed and renumbered as summarizes below:

<table>
<thead>
<tr>
<th>Original Contract Information</th>
<th>New Contract Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Code: B521152883 02</td>
<td>1000011775</td>
</tr>
<tr>
<td>Contract No: RQ11-205753-10A</td>
<td>4400001839</td>
</tr>
</tbody>
</table>

2. The contract is renewed for two (2) years, effective October 1, 2014 through September 30, 2016.

All other terms and conditions remain the same.

Acceptance:

BY: ___________________________
    (Signature)

Charles Radcliffe
    (Printed)

Vice President
    (Title)

1/31/2014
    (Date)

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
FRD – Christina Fisher/e
FCPD – Kathy Stanlay/e
DPSC – Vijay Sood/e
DPWES, Noman Control Pollution Plant – Cliff Davis/e
DPWES, Maintenance & Stormwater – Don Laquement/e
U.S. Communities – Scott Wilson (swilson@uscommunities.org)
Sheriff’s Office – Kevin Burns/e

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Wysome - Tomlin
COG – Tom Savoie (tsavoie@muccog.org)
AMENDMENT NO. 1

CONTRACT TITLE: Public Safety and Emergency Preparedness and Related Services

CONTRACTOR
Mallory Safety and Supply, LLC
1040 Industrial Way
Longview, WA 98632

VENDOR CODE
B273905150 01

CONTRACT NO.
RQ11-205753-10B

The above contract is hereby amended as follows:

1. The contract information is changed and renumbered as summarizes below:

<table>
<thead>
<tr>
<th></th>
<th>Original Contract Information</th>
<th>New Contract Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Code:</td>
<td>B273905150 01</td>
<td>1000017276</td>
</tr>
<tr>
<td>Contract No:</td>
<td>RQ11-205753-10B</td>
<td>4400001840</td>
</tr>
</tbody>
</table>

2. The contract is renewed for two (2) years, effective October 1, 2014 through September 30, 2016.

All other terms and conditions remain the same.

Acceptance:

BY: Allison Windsor  
(Signature)

ALLISON WINDSOR  
(Printed)

Cathy A. Muse, CPP, VCO  
Director/County Purchasing Agent

Director of Government Sales  
(Title)

February 26, 2014  
(Date)

Steve Pierson, CPP, VCO  
Contracts Manager

Contractor

Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome - Tomlin
COG – Tom Savoie

Sheriff’s Office – Kevin Burns/e

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3228
AMENDMENT NO. 1

CONTRACT TITLE: Public Safety and Emergency Preparedness and Related Services

CONTRACTOR
Safeware, Inc.
3200 Hubbard Road
Landover, MD 20785-2005

Vendor Code
B521152883 02

CONTRACT NO.
RQ11-205753-10A

By mutual agreement, Contract RQ11-205753-10A is hereby amended to add Mallory Safety and Supply, LLC as summarized below:

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CONTACT</th>
<th>VENDOR CODE</th>
<th>CONTRACT NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mallory Safety and Supply, LLC</td>
<td>Allison Windsor</td>
<td>B273905150 01</td>
<td>RQ11-205753-10B</td>
</tr>
<tr>
<td>1040 Industrial Way</td>
<td>818-644-9484</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Longview, WA 98632</td>
<td><a href="mailto:awindsor@mallryco.com">awindsor@mallryco.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other terms and conditions remain the same.

DISTRIBUTION:
Finance – Accounts Payable/e
FRD – Christina Fisher/e
FCPD – Charise Gee/e
FCPD – Rick Miller/e
DPSC – Vijay Sood/e
DPWES, Noman Control Pollution Plant – Cliff Davis/e
Sheriff’s Office – Theresa Oss/e
COG – Tom Savole (tsavole@mwwcog.org)
U.S. Communities – Scott Wilson (swilson@uscommunities.org)

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800-828-1140, Fax: (703) 324-3228
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REQUESTING AN AERIAL EASEMENT FOR CONSTRUCTION, OPERATIONS, AND MAINTENANCE FROM THE FLORIDA TURNPIKE ENTERPRISE FOR THE PEDESTRIAN BRIDGE OVER THE TURNPIKE ACCESS ROAD FOR THE BRIDGES AND TUNNELS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The Capital Improvement Projects Department requires repair work, upgrades, and construction services by State of Florida Licensed Certified General Contractors and/or Certified General Engineering Contractors.

Current Situation

On October 6, 2009, the City of Miami solicited Request for Pre-Qualifications (RFQ) Number 184144 for General Building/Engineering and Specialty Trade Contractors. On December 10, 2009, under Resolution #R-09-0526, the City of Miami made an award in the form of a list of multiple pre-qualified
contractors in various trades. The initial contract period is for a term of two (2) years from December 21, 2009 to December 20, 2011 with automatic annual extensions until the City of Miami’s Purchasing Department deems it in the best interests of that City to issue a new solicitation. The most recent extension will run through December 20, 2019. The City of Miami Gardens’ Procurement Department is requesting approval to piggyback the City of Miami contract.

Section 2-757 (2), Exceptions/Waivers to bid and quotation procedure of the City’s Code of Ordinance, allows the purchase of commodities or services in cooperation with another governmental entity in the State or the purchase of commodities or services from contracts previously awarded by other governmental entities that were competitively bid.

**Fiscal Impact**

Funding for these services is available in various accounts within Fund 300 (Capital Improvement Projects Fund).

**Proposed Action:**

It is recommended that the City Council authorize the City to rely on competitively solicited Request for Qualifications #184144 (11) to obtain written quotations from the pre-qualified contractors for General Building/Engineering and Specialty Trades Services and approve piggybacking of the City of Miami competitively solicited Request for Qualifications (RFQ) Number 184144 General Building/Engineering and Specialty Trades Services and authorize the City Manager to issue purchase orders on as needed basis, not to exceed approved budget.

**Attachment:**

Exhibit 1- City of Miami Request for Qualifications Number (RFQ) 184144 Documents and Resolution #R-09-0526
Exhibit 2- City of Miami Request for Qualifications Number (RFQ) #184144 Renewal Documents and Updated Contractors’ List
RESOLUTION NO. 2019____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, REQUESTING AN AERIAL EASEMENT FOR CONSTRUCTION, OPERATIONS, AND MAINTENANCE FROM THE FLORIDA TURNPIKE ENTERPRISE FOR THE PEDESTRIAN BRIDGE OVER THE TURNPIKE ACCESS ROAD FOR THE BRIDGES AND TUNNELS PROJECT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 13, 2016, the City Council approved Resolution Number 2016-125-3024 as shown in Exhibit “A”, urging the Florida Department of Transportation (FDOT) and the Florida Turnpike Enterprise to provide and expedite funding and permitting for the construction of pedestrian bridges and tunnels around the stadium, and

WHEREAS, the project assists in the improvement of pedestrian safety residents, visitors, and vehicle traffic flow on such a heavily traffic area around the stadium, and

WHEREAS, the two pedestrian bridges will connect the stadium to the east and south parking lot for pedestrian safety, and

WHEREAS, the Project requires aerial easements: one over the turnpike access road (The Florida Department of Transportation Turnpike Enterprise) and the other over NW 199 Street (Miami-Dade County), and

WHEREAS, the City is requesting that the Turnpike grant an aerial easement over the turnpike access road for construction to include the operations and maintenance agreement of the bridge to the City, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:
Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby requests an Aerial Easement from Miami-Dade County for construction, operations, and maintenance from the Florida Turnpike Enterprise for the Pedestrian Bridge over the turnpike access road for the Bridges and Tunnels Project and authorizes the City to accept the Easement.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.


____________________
OLIVER GILBERT, III, MAYOR

ATTEST:

____________________
MARIO BATAILLE, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Moved by: ________________

VOTE: _________
<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>Mayor Oliver Gilbert, III</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>Vice Mayor Rodney Harris</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>Councilwoman Katrina Wilson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Councilman Erhabor Ighodaro, Ph.D.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>Councilwoman Lillie Q. Odom</td>
<td></td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>Councilman Reggie Leon</td>
<td></td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>Councilman David Williams Jr</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please find enclosed a copy of the recently approved citywide term contract for General Building/Engineering and Specialty Trades Services. This contract has been established for use by all city departments and offices on an as-needed basis. Unless a specific item is not listed, using departments in need of these goods or services are required to utilize this contract.

Using departments are urged to carefully review the contract in detail to become familiar with its prices, terms and conditions, and items awarded. If any department is unable to locate a particular item on the contract, please contact the appropriate Buyer for assistance. No other goods or services can be purchased under this agreement except those specified in the contract. **When requesting this commodity or service, the RFQ No., Resolution No. and the corresponding catalog item numbers must be cited in the requisition.**

Should any using department experience any difficulties with the contractor, please document the matter and immediately advise Maritza Suarez, Procurement Supervisor at (305) 416-1907 for assistance.

cc: Bid file
CITYWIDE

RFQ NO: 184144(11)
DESCRIPTION: GENERAL BUILDING/ENGINEERING AND SPECIALTY TRADES SERVICES
TERM OF CONTRACT: TWO (2) YEARS W/ AUTOMATIC ANNUAL EXTENSIONS UNTIL SUCH TIME
CONTRACT PERIOD: DECEMBER 21, 2009 THROUGH DECEMBER 20, 2011
COMMODITY CODE: VARIOUS

SECTION #1 – VENDOR AWARD

PLEASE SEE THE ATTACHED LIST OF CONTRACTORS.

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

CC AWARD DATE: December 10, 2009
RESOLUTION NO: R-09-0526
TOTAL CONTRACT AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
AMENDED AMOUNT: N/A
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

Note: Funds allocated from the various funding sources are subject to availability and budgetary approval at the time of need.

SECTION #3 - REQUESTING DEPARTMENT

CITY DEPARTMENTS
Contract Administrator: Maritza Suarez
Phone: (305) 416-1907
Fax: (305) 416-1925

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PURCHASING
Sr. Buyer: Maritza Suarez
Phone: (305) 416-1907
Fax: (305) 416-1925

Prepared By: Aimee Gandarilla, 12/30/09

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISSUER INFORMATION SECTION OF OUR WEBPAGE AT:
www.miamigov.com/procurement
Number: 184144.2
Title: Request for Pre-Qualification of General Bldg./Eng. & Specialty Trade Contractor
Issue Date/Time: 06-OCT-2009
Closing Date/Time: 10/22/2009 @ 13:00:00
Pre-Bid Conference: None
Pre-Bid Date/Time:
Pre-Bid Location:
Deadline for Request for Clarification: Wednesday, October 14, 2009 @ 5:00 p.m.
Buyer: Suarez, Maritza
Hard Copy Submittal Location: City of Miami - City Clerk
3500 Pan American Drive
Miami FL 33133 US
Buyer E-Mail Address: msuarez@ci.miami.fl.us
Buyer Facsimile: (305) 400-5025
Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

SUPPLIER NAME: ____________________________________________

ADDRESS: __________________________________________________

PHONE: ____________________ FAX: ____________________

EMAIL: ____________________ BEEPER: ____________________

SIGNED BY: ________________________________________________

TITLE: ____________________ DATE: ____________________

**FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS BID.**
Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Occupational License Number:

Occupational License Issuing Agency:

State of Florida Contractor's License Number for each trade you are seeking pre-qualification for (copy must be submitted):

Miami Dade County Certificate of Competency Number for each trade you are seeking pre-qualification for (submit a copy of the front and back of the card):

State of Florida Registration Number for holders of Miami Dade County Contractors Certificates (copy must be submitted):

Respondent certifies that (s) he has read and understood the provisions of City of Miami Ordinance No. 10032 (Section 18-105 of the City Code) pertaining to the implementation of a “First Source Hiring Agreement.”: Yes or No

Do you expect to create new positions in your company in the event your company was awarded a Contract by the City? Yes or No

In the event your answer to question above is yes, how many new positions would you create to perform this work?
Please list the title, rate of pay, summary of duties, number of positions, and expected length or duration of all new positions which might be created as a result of this award of a Contract.

Contact Person, telephone, fax, and e-mail address for twenty-four (24) hours, seven (7) days a week, electronic communication:

TRADES - AIR CONDITIONING/HVAC

TRADES - ALARM SYSTEM/ENTRY SYSTEM/FIRE ALARMS

TRADES - ASPHALT SEALING (EXCLUDING ROADWAY PAVEMENTS)

TRADES - AUDIO/VISUAL

TRADES - AWNING/SHUTTERS

TRADES - CARPETING ONLY

TRADES - CARPENTRY/WOOD WORK

TRADES - ELECTRICAL

TRADES - FENCING

TRADES - FIRE SPRINKLER SYSTEM

TRADES - FLOORING
TRADES - GENERAL BUILDING

TRADES - GLASS/GLAZING

TRADES - IRRIGATION/SPRINKLER SYSTEMS

TRADES - LOCKSMITH

TRADES - MARINE SERVICES

TRADES - MECHANICAL

TRADES - MECHANICAL (FIRE SYSTEMS)

TRADES - PAINTING/WATERPROOFING

TRADES - PLUMBING

TRADES - PUMP REPAIRS

TRADES - ROLL-UP DOOR

TRADES - ROOFING

TRADES - SWIMMING POOL
TRADES - TENNIS/SPORTS COURTS

TRADES - TILE

TRADES - WATER INTRUSION

TRADES - WELDING
Table of Contents

Terms and Conditions ........................................................................................................................................ 9

1. General Conditions ........................................................................................................................................ 9
  1.1. GENERAL TERMS AND CONDITIONS ......................................................................................... 9

2. Special Conditions ........................................................................................................................................ 27
  2.1. PURPOSE ........................................................................................................................................... 27
  2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION ............................................................................................................................. 27
  2.3. PRE-QUALIFICATION OF TRADES LISTED .................................................................................. 27
  2.4. DEFINITIONS ....................................................................................................................................... 27
  2.5. TERM OF CONTRACT ........................................................................................................................ 27
  2.6. CONDITIONS FOR RENEWAL ........................................................................................................ 27
  2.7. NON-APPROPRIATION OF FUNDS ................................................................................................... 28
  2.8. METHOD OF AWARD ....................................................................................................................... 28
  2.9. PRICING .............................................................................................................................................. 28
  2.10. AWARDING WORK ASSIGNMENTS ............................................................................................ 28
  2.11. MINIMUM QUALIFICATION REQUIREMENT .............................................................................. 28
  2.12. FAILURE TO PERFORM ............................................................................................................... 29
  2.13. INSURANCE REQUIREMENTS ...................................................................................................... 29
  2.14. PRE-BID/PRE-PROPOSAL CONFERENCE ...................................................................................... 30
  2.15. RPQ PRE-BID CONFERENCE/SITE VISIT (MANDATORY) ........................................................... 30
  2.16. AUTHORITY OF THE PROJECT MANAGER .................................................................................. 30
  2.17. COMPLETED WORK ....................................................................................................................... 30
  2.18. LAYOUT OF THE WORK .................................................................................................................. 30
  2.19. CONTRACTORS USE OF PROJECT SITE ....................................................................................... 31
  2.20. USE OF PREMISES ......................................................................................................................... 31
  2.21. DAMAGES TO PUBLIC/PRIVATE PROPERTY .............................................................................. 31
  2.22. SPECIFICATION EXCEPTIONS ...................................................................................................... 31
  2.23. CITY FURNISHED DRAWINGS .................................................................................................... 31
  2.24. PROCEDURES FOR OBTAINING RPQ’S ...................................................................................... 31
  2.25. EXTRA WORK ................................................................................................................................... 32
  2.26. PUBLIC CONVENIENCE AND SAFETY ....................................................................................... 33
  2.27. TERMINATION .................................................................................................................................. 33
  2.28. ADDITIONAL TERMS AND CONDITIONS .................................................................................... 33
  2.29. PRIMARY CLIENT (FIRST PRIORITY) ............................................................................................ 33
  2.30. UNAUTHORIZED WORK ............................................................................................................... 34
  2.31. LICENSES AND PERMITS ............................................................................................................ 34
  2.32. PERFORMANCE ............................................................................................................................... 34
  2.33. SAFETY MEASURES ....................................................................................................................... 34
  2.34. WORKMANSHIP AND MATERIALS .............................................................................................. 34
  2.35. LIQUIDATED DAMAGES .............................................................................................................. 34
  2.36. WARRANTY ON PARTS AND MATERIALS .................................................................................... 34
  2.37. PERSONNEL .................................................................................................................................... 35
  2.38. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT ............................................................. 35
  2.39. PRICING AND PAYMENT ............................................................................................................ 35
  2.40. LICENSE OF BIDDERS .................................................................................................................. 35
  2.41. CLEANING AND PROTECTION ................................................................................................... 36
  2.42. LIMITATION OF PROJECT ............................................................................................................ 36
  2.43. LICENSES FOR TRADES .............................................................................................................. 36
  2.44. EXTENSION OF TIME .................................................................................................................... 36
  2.45. FORCE MAJEURE ............................................................................................................................ 36
  2.46. INDEPENDENT CONTRACTOR ................................................................................................... 37
  2.47. INSPECTION .................................................................................................................................... 37
  2.48. DIFFERING SITE CONDITIONS .................................................................................................. 37
  2.49. WARRANTY OF CONSTRUCTION ................................................................................................. 38
  2.50. ACCIDENTS ....................................................................................................................................... 38
Terms and Conditions

1. General Conditions

1.1. GENERAL TERMS AND CONDITIONS

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/equipment/services with an estimated aggregate cost of $25,000.00 or more.

Definition: A formal solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS OR EQUIPMENT - Any good(s) or equipment delivered under this formal solicitation, if applicable, shall remain the property of the seller until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods/equipment supplied to the City are found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor’s expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of your solicitation response shall be considered an offer on the part of the bidder/proposer; such offer shall be deemed accepted upon issuance by the City of a purchase order.

1.3. ACCEPTANCE/REJECTION – The City reserves the right to accept or reject any or all responses or parts of after opening/closing date and request re-issuance on the goods/services described in the formal solicitation. In the event of such rejection, the Director of Purchasing shall notify all affected bidders/proposers and make available a written explanation for the rejection. The City also reserves the right to reject the response of any bidder/proposer who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform the requirements defined in this formal solicitation. The City further reserves the right to waive any irregularities or minor informalities or technicalities in any or all responses and may, at its discretion, re-issue this formal solicitation.

1.4. ADDENDA – It is the bidder’s/proposer’s responsibility to ensure receipt of all Addenda. Addenda are available at the City’s website at: http://www.ci.miami.fl.us/procurement

1.5. ALTERNATE RESPONSES MAY BE CONSIDERED - The City may consider one (1) alternate response from the same Bidder/Proposer for the same formal solicitation; provided, that the alternate response offers a different product that meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder/Proposer shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

1.6. ASSIGNMENT - Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the resulting Contract, or any or all of its right, title or interest herein, without City of Miami’s prior written consent.

1.7. ATTORNEY’S FEES - In connection with any litigation, mediation and arbitration arising out of this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney’s fees through and including appellate litigation and any post-judgment proceedings.

1.8. AUDIT RIGHTS AND RECORDS RETENTION - The Successful Bidder/Proposer agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for
three (3) years after the City makes final payment and all other pending matters are closed. Contractor’s failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

1.9. AVAILABILITY OF CONTRACT STATE-WIDE - Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods/services, specified herein from the successful bidder(s)/proposer(s) at the contract price(s) established herein, when permissible by federal, state, and local laws, rules, and regulations.

Each Governmental, not-for-profit or quasi-governmental entity which uses this formal solicitation and resulting bid contract or agreement will establish its own contract/agreement, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the successful bidder(s)/proposer(s).

1.10. AWARD OF CONTRACT:

A. The Formal Solicitation, Bidder’s/Proposer’s response, any addenda issued, and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract/agreement, amendment or addenda.

B. The award of a contract where there are Tie Bids will be decided by the Director of Purchasing or designee in the instance that Tie Bids can’t be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Technical Specifications. Bidder/Proposer shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder/Proposer is in default of these contractual requirements, the City, through action taken by the Purchasing Department, will void its acceptance of the Bidder’s/Proposer’s Response and may accept the Response from the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or re-solicit the City’s requirements. The City, at its sole discretion, may seek monetary restitution from Bidder/Proposer and its bid/proposal bond or guaranty, if applicable, as a result of damages or increased costs sustained as a result of the Bidder’s/Proposer’s default.

D. The term of the contract shall be specified in one of three documents which shall be issued to the successful Bidder/Proposer. These documents may either be a purchase order, notice of award and/or contract award sheet.

E. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder/Proposer, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Proposer are in mutual agreement of such extensions.

F. Where the contract involves a single shipment of goods to the City, the contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the contract on a split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the City unless otherwise specified.

H. A Contract/Agreement may be awarded to the Bidder/Proposer by the City Commission based upon the minimum qualification requirements reflected herein. As a result of a RFP, RFQ, or RFLI, the City reserves the right to execute or not execute, as applicable, an Agreement with the Proposer, whichever is determined to be in the City’s best interests. Such agreement will be furnished by the City, will contain certain terms as are in the City’s best interests, and will be subject to approval as to legal form by the City Attorney.

1.11. BID BOND/ BID SECURITY - A cashier’s or certified check, or a Bid Bond signed by a recognized surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount bid is required from all bidders/proposers, if so indicated under the Special Conditions. This check or bond guarantees that a bidder/proposer will accept the order or contract/agreement, as bid/proposed, if it is awarded to bidder/proposer. Bidder/Proposer shall forfeit bid deposit to the City should City award
contract/agreement to Bidder/Proposer and Bidder/Proposer fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful bidders/proposers within ten (10) days after the award and successful bidder’s/proposer’s acceptance of award. If sixty (60) days have passed after the date of the formal solicitation closing date, and no contract has been awarded, all bid deposits will be returned on demand.

1.12. RESPONSE FORM (HARDCOPY FORMAT) - All forms should be completed, signed and submitted accordingly.

1.13. BID SECURITY FORFEITED LIQUIDATED DAMAGES - Failure to execute an Agreement and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained. Award may then be made to the next lowest responsive, responsible Bidder or Proposal most advantageous to the City or all responses may be rejected.

1.14. BRAND NAMES - If and wherever in the specifications brand names, makes, models, names of any manufacturers, trade names, or bidder/proposer catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors’ brands or makes, the phrase “OR EQUAL” is added. When bidding/proposing an approved equal, Bidders/Proposers will submit, with their response, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid/proposed. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the City. Such samples are to be furnished after formal solicitation opening/closing only upon request of the City. If samples should be requested, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

1.15. CANCELLATION - The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of bid/proposal cancellation, the Director of Purchasing shall notify all prospective bidders/proposers and make available a written explanation for the cancellation.

1.16. CAPITAL EXPENDITURES - Contractor understands that any capital expenditures that the firm makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any contractor. If contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS - It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder/Proposer/Consultant, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION –Bidder/Proposer, by submitting a response, certifies that its response is made without previous understanding, agreement or connection either with any person, firm or corporation submitting a response for the same items/services or with the City of Miami’s Purchasing Department or initiating department. The Bidder/Proposer certifies that its response is fair, without control, collusion, fraud or other illegal action. Bidder/Proposer certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred and the City reserves the right to reject any and all bids/responses where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
E. Uniform Commercial Code (Florida Statutes, Chapter 672).
F. Americans with Disabilities Act of 1990, as amended.
G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
I. City Procurement Ordinance City Code Section 18, Article III.
J. Conflict of Interest, City Code Section 2-611; 61.
K. Cone of Silence, City Code Section 18-74.
L. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.
M. First Source Hiring Agreement, City Ordinance No. 10032, as applicable to this Formal Solicitation.

Implemented to foster the creation of new and permanent jobs for City of Miami residents; requires as a condition precedent to the execution of service contracts including professional services.

Lack of knowledge by the bidder/proposer will in no way be a cause for relief from responsibility.
Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

Copies of the City Ordinances may be obtained from the City Clerk’s Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a “Cone of Silence” is imposed upon each RFP, RFQ, RFLI, or IFB after advertisement and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Contracts for the provision of goods and services and public works or improvements for amounts greater than $200,000. The Cone of Silence prohibits any communication regarding RFPs, RFQs, RFLI or IFBs (bids) between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City’s professional staff including, but not limited to, the City Manager and the City Manager’s staff; the Mayor, City Commissioners, or their respective staffs and any member of the respective selection/evaluation committee.

The provision does not apply to, among other communications:

oral communications with the City purchasing staff, provided the communication is limited strictly to matters of process or procedure already contained in the formal solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-proposal or pre-bid conferences, oral presentations before selection/evaluation committees, contract negotiations during any duly noticed public meeting, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable RFP, RFQ, RFLI or IFB (bid) documents (See Section 2.2. of the Special Conditions); or communications in connection with the collection of industry comments or the performance of market research regarding a particular RFP, RFQ, RFLI OR IFB by City Purchasing staff.

Proposers or bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the Office of the City Clerk, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Office of the City Clerk.

In addition to any other penalties provided by law, violation of the Cone of Silence by any proposer or bidder shall render any award voidable. A violation by a particular Bidder, Proposer, Offeror, Respondent, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Ethics Commission. Proposers or bidders should reference Section 18-74 of the City of Miami Code for further clarification.
This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk at 305-250-5360, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Sunshine Act and Public Records Law. If this Contract/Agreement contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST – Bidders/Proposers, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder/Proposer or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in your firm.

1.23. COPYRIGHT OR PATENT RIGHTS – Bidders/Proposers warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this formal solicitation, and bidders/proposers agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER/PROPOSER - All expenses involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder(s)/Proposer(s).

1.25. DEBARMENT AND SUSPENSIONS (Sec 18-107)

(a) Authority and requirement to debar and suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the city attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of city Contracts. The debarment shall be for a period of not fewer than three years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of city Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the city attorney, and the City Commission.

(b) Causes for debarment or suspension. Causes for debarment or suspension include the following:

(1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.

(3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.

(4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of nonresponsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.

(5) Debarment or suspension of the Contractual Party by any federal, state or other governmental entity.

(6) False certification pursuant to paragraph (c) below.

(7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.

(8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
(9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

(c) Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

(d) Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS – An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit response on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.27. DEFAULT/Failure TO PERFORM - The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder/Proposer to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Bidder/Proposer to meet any terms of this agreement, the City will notify the Bidder/Proposer of the default and will provide the contractor three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor’s part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the work or deliver the goods/services required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.

B. Failure to begin the work under this Contract within the time specified.

C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the successful Bidder/Proposer incapable of performing the work in accordance with and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this Contract.

1.28. DETERMINATION OF RESPONSIVENESS - Each Response will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A “responsive” response is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT - Discount Prices offered in the response shall be fixed after the award by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts off the original prices quoted in the response will be accepted from successful Bidder(s)/Proposer(s) during the term of the contract. Such discounts shall remain in effect for a minimum of 120 days from approval by the City Commission. Any discounts offered by a manufacturer to Bidder/Proposer will be passed on to the City.
1.30. DISCREPANCIES, ERRORS, AND OMISSIONS - Any discrepancies, errors, or ambiguities in the Formal Solicitation or addenda (if any) should be reported in writing to the City’s Purchasing Department. Should it be found necessary, a written addendum will be incorporated in the Formal Solicitation and will become part of the purchase agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

1) Addenda (as applicable)
2) Specifications
3) Special Conditions
4) General Terms and Conditions

1.31. EMERGENCY / DISASTER PERFORMANCE - In the event of a hurricane or other emergency or disaster situation, the successful vendor shall provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor’s response. Further, the successful vendor shall deliver/perform for the city on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT OR AGREEMENT - The Bid Contract or Agreement consists of this City of Miami Formal Solicitation and specifically this General Conditions Section, Contractor’s Response and any written agreement entered into by the City of Miami and Contractor in cases involving RFPs, RFQs, and RFLIs, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Response, the Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Miami and Contractor.

1.33. ESTIMATED QUANTITIES – Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices bid/proposed or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

1) Bidder/Proposer fails to acknowledge receipt of addenda;
2) Bidder/Proposer mistates or conceals any material fact in the Response;
3) Response does not conform to the requirements of the Formal Solicitation;
4) Response requires a conditional award that conflicts with the method of award;
5) Response does not include required samples, certificates, licenses as required; and,
6) Response was not executed by the Bidder’s/Proposer(s) authorized agent.

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City’s Debarment and Suspension Ordinance.
C. Determination of Responsibility

1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder/Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder/Proposer, including past performance (experience) with the City or any other governmental entity in making the award.

3) The City may require the Bidder(s)/Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.35. EXCEPTIONS TO GENERAL AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed on the Response and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid (IFB) to be considered non-responsive. It also may be cause for a RFP, RFQ, or RFLI to be considered non-responsive; and, if exceptions are taken to the terms and conditions of the resulting agreement it may lead to terminating negotiations.

1.36. F.O.B. DESTINATION - Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder/proposer must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid/proposal price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid/proposal.

1.37. FIRM PRICES - The bidder/proposer warrants that prices, terms, and conditions quoted in its response will be firm throughout the duration of the contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which are to be performed or supplied over a period of time.

1.38. FIRST-SOURCE HIRING AGREEMENT (Sec. 18-105)

(a) The Commission approves implementation of the first-source hiring agreement policy and requires as a condition precedent to the execution of service contracts for facilities, services, and/or receipt of grants and loans, for projects of a nature that create new jobs, the successful negotiation of first-source hiring agreements between the organization or individual receiving said contract and the authorized representative unless such an agreement is found infeasible by the city manager and such finding approved by the City Commission at a public hearing.

(b) For the purpose of this section, the following terms, phrases, words and their derivations shall have the following meanings:

- Authorized representative means the Private Industry Council of South Florida/South Florida Employment and Training Consortium, or its successor as local recipient of federal and state training and employment funds.
- Facilities means all publicly financed projects, including but without limitation, unified development projects, municipal public works, and municipal improvements to the extent they are financed through public money services or the use of publicly owned property.
- Grants and loans means, without limitation, urban development action grants (UDAG), economic development agency construction loans, loans from Miami Capital Development, Incorporated, and all federal and state grants administered by the city.
- Service contracts means contracts for the procurement of services by the city which include professional services.
- Services includes, without limitation, public works improvements, facilities, professional services, commodities, supplies, materials and equipment.

(c) The authorized representative shall negotiate each first-source hiring agreement.

(d) The primary beneficiaries of the first-source hiring agreement shall be participants of the city
training and employment programs, and other residents of the city.

1.39 FLORIDA MINIMUM WAGE - The Constitution of the State of Florida, Article X, Section 24, states that employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the contractor’s and its’ subcontractor(s) responsibility to understand and comply with this Florida constitutional minimum wage requirement and pay its employees the current established hourly minimum wage rate, which is subject to change or adjusted by the rate of inflation using the consumer price index for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

At the time of responding, it is bidder/proposer and his/her subcontractor(s), if applicable, full responsibility to determine whether any of its employees may be impacted by this Florida Law at any given point in time during the term of the contract. If impacted, bidder/proposer must furnish employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of submitting a response constitute successful bidder’s/proposer’s acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of contract and waiver of any contractual price increase request(s). The City reserves the right to request and successful bidder/proposer must provide for any and all information to make a wage and contractual price increase(s) determination.

1.40 CITY OF MIAMI LIVING WAGE ORDINANCE - The City of Miami adopted a living wage ordinance for city service contracts awarded by the city containing a total contract value exceeding $100,000 annually for the following services: food preparation and/or distribution; security services; routine maintenance services such as custodial, cleaning, computers, refuse removal, repair, refinishing and recycling; clerical or other non-supervisory office work, whether temporary or permanent; transportation and parking services; printing and reproduction services; landscaping, lawn, and or agricultural services.

If this solicitation requires the aforementioned services, effective on April 1, 2009, contractors must pay its’ employees a living wage no less than $11.66 an hour with a health benefit plan and not less than $12.91 an hour without health benefits, which shall be adjusted annually by no later than April 1st following the publication of the U.S Department of Health and Human Services Poverty Guidelines, as published from time to time.

A service contractor is defined as any “for profit” individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business: (1) Paid in whole or part from one or more of the city’s general funds, capital project funds, special revenue funds, or any other funds either directly or indirectly, whether by competitive bid process, informal bids, requests for proposals, some form of solicitation, negotiation, or agreement, or any other decision to enter into a contract; and, (2) The service contractor is engaged in the business of, or part of, a contract or a subcontract to provided covered services, either directly or indirectly, for the benefit of the city. This does not aply to contracts related primarily to the sale of products or goods.

The service contractor, prior to entering any such contract, must certify to the city that it will pay each of its covered employees no less than the living wage. A copy of this certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

(1) The name, address, and phone number of the employer, a contact person, and the specific project for which the service contract is sought;
(2) The amount of the service contract and the city department the contract will serve;
(3) A brief description of the project or service provided;
(4) A statement of the wage levels for all covered employees; and
(5) A commitment to pay all covered employees the living wage.

A copy of the living wage rate shall be kept posted by the service contractor at the site of the work in a prominent place where it can easily be seen and read by the covered employees and shall be supplied to such employees within a reasonable time after a request to do so. Additionally, service contractors shall furnish a copy of the requirements of the City of Miami Living Wage Ordinance to any entity submitting a bid for a subcontract on any service contract subject to this article. Posting requirements will not be required where the service contractor prints the following statements on the front of the covered employee’s
first paycheck and every six months thereafter. “You are required by the City of Miami Living Wage Ordinance to be paid a Living Wage. If you do not believe you being paid at the Living Wage rate, contact your employer, an attorney, or the City of Miami.” All notices will be printed in English, Spanish and Creole.

Service Contractors and their subcontractors agree to produce all documents and records relating to payroll and compliance this Ordinance. Each service contractor shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years from the date of termination or expiration of the service contract. The records shall contain:

1. The name and address of each covered employee;
2. The job title and classification;
3. The number of hours worked each day;
4. The gross wages earned and deductions made;
5. Annual wages paid;
6. A copy of the social security returns and evidence of payment thereof;
7. A record of fringe benefit payments including contributions to approved plans; and
8. Any other data of information the city require from time to time.

Every six months, the service contractor shall file with the city’s procurement director a listing of all covered employees together with a certification of compliance with this article. Upon request from the city, the service contractor shall produce for inspection and copying its payroll records for any or all of its covered employees for any period covered by the service contract. The city may examine payroll records as needed to ensure compliance.

Failure to comply with the City of Miami Living Wage Ordinance may result in legal action by the covered employee or former covered employee as allowed by Florida Law, court impose sanctions, city impose sanctions, such as pay wage restitution, impose monetary damages, suspension or termination of payment, termination of contract, and debarment.

Please review City of Miami Code Section 18-556 through Section 18-559 for a complete and thorough description of the City of Miami Living Wage.

1.41. GOVERNING LAW AND VENUE - The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.42. HEADINGS AND TERMS - The headings to the various paragraphs of this Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

1.43. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) - Any person or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of “individually identifiable health information” (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the City of Miami Privacy Standards. HIPAA mandates for privacy, security and electronic transfer standards, which include but are not limited to:

A. Use of information only for performing services required by the contract or as required by law;
B. Use of appropriate safeguards to prevent non-permitted disclosures;
C. Reporting to the City of Miami of any non-permitted use or disclosure;
D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
E. Making Protected Health Information (PHI) available to the customer;
F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
G. Making PHI available to the City of Miami for an accounting of disclosures; and
H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.
PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.44. INDEMNIFICATION - The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by itself or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

1.45. INFORMATION AND DESCRIPTIVE LITERATURE – Bidders/Proposer must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder/Proposer must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous response or on file with the Buyer will not satisfy this provision.

1.46. INSPECTIONS - The City may, at reasonable times during the term hereof, inspect Contractor’s facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Contractor under this Contract conform to the terms and conditions of the Formal Solicitation. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-79), as same may be amended or supplemented from time to time.

1.47. INSPECTION OF RESPONSE - Responses received by the City pursuant to a Formal Solicitation will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid closing, whichever is earlier. Bid/Proposal results will be tabulated and may be furnished upon request via fax or e-mail to the Sr. Procurement Specialist issuing the Solicitation. Tabulations also are available on the City’s Web Site following recommendation for award.

1.48. INSURANCE - Within ten (10) days after receipt of Notice of Award, the successful Contractor, shall furnish Evidence of Insurance to the Purchasing Department, if applicable. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the Special Conditions entitled “Insurance Requirements”. The City shall be listed as an “Additional Insured.” Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Solicitation the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Solicitation within fifteen (15) calendar days after receipt Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder/Proposer may be prohibited from submitting future responses to the City. Information regarding any insurance requirements shall be directed to the Risk Administrator, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1604.

The Bidder/Proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in effect for the duration of the contractual period; including any and all option terms that may be granted to the Bidder/Proposer.

1.49. INVOICES - Invoices shall contain purchase order number and details of goods and/or services delivered (i.e. quantity, unit price, extended price, etc); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.50. LOCAL PREFERENCE - City Code Section 18-85, states that the City Commission may offer to a responsible and responsive bidder/proposer, who maintains a Local Office, the opportunity of accepting a bid at the low bid amount, if the original bid amount submitted by the local vendor is not more than ten percent (10%) in excess of the lowest other responsible and responsive bidder/proposer.
1.51. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from bidders/proposers a separate Manufacturer’s Certification of all statements made in the bid/proposal. Failure to provide such certification may result in the rejection of bid/proposal or termination of contract/agreement, for which the bidder/proposer must bear full liability.

1.52. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No contract or understanding to modify this Formal Solicitation and resultant purchase orders or contracts, if applicable, shall be binding upon the City unless made in writing by the Director of Purchasing of the City of Miami, Florida through the issuance of a change order, addendum, amendment, or supplement to the contract, purchase order or award sheet as appropriate.

1.53. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Miami and Contractor, or to create any other similar relationship between the parties.

1.54. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services or by other appropriate testing Laboratories as determined by the City. The data derived from any test for compliance with specifications is public record and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at Bidder’s/Proposer’s expense. These non-conforming items not delivered as per delivery date in the response and/or Purchase Order may result in bidder/proposer being found in default in which event any and all re-procurement costs may be charged against the defaulted contractor. Any violation of these stipulations may also result in the supplier’s name being removed from the City of Miami’s Supplier’s list.

1.55. NONDISCRIMINATION - Bidder/Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this formal solicitation. Furthermore, Bidder/Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Bidder/Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.56. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve its best interest, the City of Miami reserves the right to advertise for, receive, and award additional contracts for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources for the purchase of these goods and/or services as may be available.

It is hereby agreed and understood that this formal solicitation does not constitute the exclusive rights of the successful bidder(s)/proposer(s) to receive all orders that may be generated by the City in conjunction with this Formal Solicitation.

In addition, any and all commodities, equipment, and services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under this solicitation, unless such purchases are determined to be in the best interest of the City.

1.57. OCCUPATIONAL LICENSE - Any person, firm, corporation or joint venture, with a business location in the City of Miami and is submitting a Response under this Formal Solicitation shall meet the City's Occupational License Tax requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside the City of Miami shall meet their local Occupational License Tax requirements. A copy of the license must be submitted with the response; however, the City may at its sole option and in its best interest allow the Bidder/Proposer to supply the license to the City during the evaluation period, but prior to award.

1.58. ONE PROPOSAL - Only one (1) Response from an individual, firm, partnership, corporation or joint venture will be considered in response to this Formal Solicitation. When submitting an alternate
response, please refer to the herein condition for "Alternate Responses May Be Considered".

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties that any documents, records, files, or any other matter whatsoever which is given by the City to the successful Bidder/Proposer pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Bidder/Proposer for any other purposes whatsoever without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND – A Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of this Contract, in an amount equal to one hundred percent (100%) of the contract price.

1.62. PREPARATION OF RESPONSES (HARDCOPY FORMAT) – Bidders/Proposers are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid/proposed amounts, if required, shall be either typewritten or entered into the space provided with ink. Failure to do so will be at the Bidder’s/Proposer’s risk.

A. Each Bidder/Proposer shall furnish the information required in the Formal Solicitation. The Bidder/Proposer shall sign the Response and print in ink or type the name of the Bidder/Proposer, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.

B. If so required, the unit price for each unit offered shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises unless otherwise specified. Bidder/Proposer shall include in the response all taxes, insurance, social security, workmen’s compensation, and any other benefits normally paid by the Bidder/Proposer to its employees. If applicable, a unit price shall be entered in the “Unit Price” column for each item. Based upon estimated quantity, an extended price shall be entered in the “Extended Price” column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will be presumed correct.

C. The Bidder/Proposer must state a definite time, if required, in calendar days for delivery of goods and/or services.

D. The Bidder/Proposer should retain a copy of all response documents for future reference.

E. All responses, as described, must be fully completed and typed or printed in ink and must be signed in ink with the firm’s name and by an officer or employee having authority to bind the company or firm by his/her signature. Bids/Proposals having any erasures or corrections must be initialed in ink by person signing the response or the response may be rejected.

F. Responses are to remain valid for at least 180 days. Upon award of a contract, the content of the Successful Bidder’s/Proposer’s response may be included as part of the contract, at the City’s discretion.

G. The City of Miami’s Response Forms shall be used when Bidder/Proposer is submitting its response in hardcopy format. Use of any other forms will result in the rejection of the response. IF SUBMITTING HARDCOPY FORMAT, THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS, UNLESS OTHERWISE SPECIFIED, AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR RESPONSE MAY BE DEEMED NON-RESPONSIVE.

1.63. PRICE ADJUSTMENTS – Any price decrease effectuated during the contract period either by reason of market change or on the part of the contractor to other customers shall be passed on to the City of Miami.

1.64. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer’s product becomes unavailable during the term of the Contract, the Contractor awarded that item may arrange with the City’s authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -
Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

1.66. PROMPT PAYMENT – Bidders/Proposers may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for response evaluation purposes.

Bidders/Proposers are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder/Proposer must enter zero (0) for the percentage discount to indicate no discount. If the Bidder/Proposer fails to enter a percentage, it is understood and agreed that the terms shall be 2% 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders/proposers during the term of the contract.

1.67. PROPERTY - Property owned by the City of Miami is the responsibility of the City of Miami. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City of Miami. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City of Miami shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resulting Contract, all covenants, conditions and provisions of the resulting Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS - Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City of Miami Code, Section 18, Article III, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor’s failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, PRODUCTS, AND EQUIPMENT - All materials used in the manufacturing or construction of supplies, materials, or equipment covered by this solicitation shall be new. The items bid/proposed must be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in this Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed must be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this Solicitation.

1.73. REMEDIES PRIOR TO AWARD (Sec. 18-106) - If prior to Contract award it is determined that a formal solicitation or proposed award is in violation of law, then the solicitation or proposed award shall be
cancelled by the City Commission, the City Manager or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105)
(a) Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the city attorney, shall have the authority to resolve controversies between the Contractual Party and the city which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than $25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to controversies based upon breach of Contract, mistake, misrepresentation or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

(b) Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission or the City Manager which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (Sec. 18-104)
(a) Right to protest. The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed $25,000.

Protests thereon shall be governed by the Administrative Policies and Procedures of Purchasing.

1. Protest of Solicitation.
   i. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a Contract may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the Request for Proposals, Request for Qualifications or Request for Letters of Interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer; or

   ii. Any prospective bidder who intends to contest the Solicitation Specifications or a solicitation may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within three days after the solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

2. Protest of Award.
   i. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the proposer of the notice of the City Manager’s recommendation for award of Contract, which will be posted on the City of Miami Purchasing Department website, in the Supplier Corner, Current Solicitations and Notice of Recommendation of Award Section. The notice of the City Manager’s recommendation can be found by selecting the details of the solicitation and is listed as Recommendation of Award Posting Date and Recommendation of Award To fields. If “various” is indicated in the Recommendation of Award To field, the Bidder/Proposer must contact the buyer for that solicitation to obtain the suppliers name. It shall be the responsibility of the Bidder/Proposer to check this section of the website daily after responses are submitted to receive the notice; or

   ii. Any actual Responsive and Responsible Bidder whose Bid is lower than that of the recommended bidder may protest to the Chief Procurement Officer. A written notice of intent to file a protest shall be filed with the Chief Procurement Officer within two days after receipt by the bidder of the notice of the city’s determination of non responsiveness or non responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the Chief Procurement Officer.

   iii. A written protest based on any of the foregoing must be submitted to the Chief Procurement Officer within five (5) days after the date the notice of protest was filed. A written protest is considered filed when received by the Chief Procurement Officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for
assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based, and shall include all pertinent documents and evidence and shall be accompanied by the required Filing Fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protestor’s submission to the Chief Procurement Officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests. The Chief Procurement Officer shall have the authority, subject to the approval of the City Manager and the city attorney, to settle and resolve any written protest. The Chief Procurement Officer shall obtain the requisite approvals and communicate said decision to the protesting party and shall submit said decision to the City Commission within 30 days after he/she receives the protest. In cases involving more than $25,000, the decision of the Chief Procurement Officer shall be submitted for approval or disapproval thereof to the City Commission after a favorable recommendation by the city attorney and the City Manager.

(c) Compliance with filing requirements. Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required Filing Fee as provided in subsection (f), with the Chief Procurement Officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party’s right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

(d) Stay of Procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the Contract until the protest is resolved by the Chief Procurement Officer or the City Commission as provided in subsection (b) above, unless the City Manager makes a written determination that the solicitation process or the Contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs. All costs accruing from a protest shall be assumed by the protestor.

(f) Filing Fee. The written protest must be accompanied by a filing fee in the form of a money order or cashier’s check payable to the city in an amount equal to one percent of the amount of the Bid or proposed Contract, or $5000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the Chief Procurement Officer and/or the City Commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above.

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, bidder(s)/proposer(s) will be notified to remove samples, at their expense, within 30 days after notification. Failure to remove the samples will result in the samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Contractor shall not sell, assign, transfer or subcontract at any time during the term of the Contract, or any part of its operations, or assign any portion of the performance required by this contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City’s sole discretion.

1.78. SERVICE AND WARRANTY – When specified, the bidder/proposer shall define all warranty, service and replacements that will be provided. Bidders/Proposer must explain on the Response to what extent warranty and service facilities are available. A copy of the manufacturer’s warranty, if applicable, should be submitted with your response.
1.79. SILENCE OF SPECIFICATIONS - The apparent silence of these specifications and any supplemental specification as to any detail or the omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship and services is to be first quality.

All interpretations of these specifications shall be made upon the basis of this statement.

If your firm has a current contract with the State of Florida, Department of General Services, to supply the items on this solicitation, the bidder/proposer shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid/proposal.

1.80. SUBMISSION AND RECEIPT OF RESPONSES - Responses shall be submitted electronically via the Oracle System or responses may be submitted in hardcopy format to the City Clerk, City Hall, 3500 Pan American Drive, Miami, Florida 33133-5504, at or before, the specified closing date and time as designated in the IFB, RFP, RFQ, or RFI. NO EXCEPTIONS. Bidders/Proposers are welcome to attend the solicitation closing; however, no award will be made at that time.

A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Bidder/Proposer. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.

Directions to City Hall:
FROM THE NORTH: I-95 SOUTH UNTIL IT TURNS INTO US1. US1 SOUTH TO 27TH AVE., TURN LEFT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

FROM THE SOUTH: US1 NORTH TO 27TH AVENUE, TURN RIGHT, PROCEED SOUTH TO SO. BAYSHORE DR. (3RD TRAFFIC LIGHT), TURN LEFT, 1 BLOCK TURN RIGHT ON PAN AMERICAN DR. CITY HALL IS AT THE END OF PAN AMERICAN DR. PARKING IS ON RIGHT.

B. Facsimile responses will not be considered.

C. Failure to follow these procedures is cause for rejection of bid/proposal.

D. The responsibility for obtaining and submitting a response on or before the close date is solely and strictly the responsibility of Bidder/Proposer. The City of Miami is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.

E. Late responses will be rejected.

F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be submitted via the Oracle System or in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

H. If hardcopy responses are submitted at the same time for different solicitations, each response must be placed in a separate envelope, box, or package and each envelope, box or package must contain the information previously stated in 1.82.A.

1.81. TAXES - The City of Miami is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders/Proposers should be aware of the fact that all materials and supplies which are purchased by the Bidder/Proposer for the completion of the contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended and all amendments thereto and shall be paid solely by the Bidder/Proposer.

1.82. TERMINATION – The City Manager on behalf of the City of Miami reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the
following apply:

A. The contractor is determined by the City to be in breach of any of the terms and conditions of the contract.

B. The City has determined that such termination will be in the best interest of the City to terminate the contract for its own convenience;

C. Funds are not available to cover the cost of the goods and/or services. The City’s obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services awarded to a Bidder/Proposer have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Miami.

Payment shall be made after delivery, within 45 days of receipt of an invoice and authorized inspection and acceptance of the goods/services and pursuant to Section 218.74, Florida Statutes and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of this solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on their Response. Deliveries are to be made during regular City business hours unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods or equipment shall not pass to the City until after the City has accepted the goods/equipment or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE - All Responses submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. An exception may be made for “trade secrets.”

If the Response contains information that constitutes a “trade secret”, all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as “TRADE SECRETS EXCEPTION,” with your firm’s name and the Solicitation number and title marked on the outside.

Please be aware that the designation of an item as a trade secret by you may be challenged in court by any person. By your designation of material in your Response as a “trade secret” you agree to indemnify and hold harmless the City for any award to a plaintiff for damages, costs or attorney’s fees and for costs and attorney’s fees incurred by the City by reason of any legal action challenging your claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the qualified Bidder(s)/Proposer(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor. The qualified Bidder(s)/Proposer(s) shall not be paid for any work performed or goods delivered outside the scope of the contract or any work performed by an employee not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion or other publicity materials containing information obtained from this Solicitation are to be mentioned, or imply the name of the City, without prior express written permission of the City Manager or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of solicitation evaluation, bidders/proposers must indicate any variances from the solicitation specifications and/or conditions, no matter how slight. If variations are not stated on their Response, it will be assumed that the product fully complies with the City’s specifications.
2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for the Pre-Qualification of General Building/Specialty Trade Contractors, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted by email or facsimile to the Purchasing Department, Attn: Maritza Suarez, CPPB; fax: (305) 400-5025 or email: msuarez@ci.miami.fl.us. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than Wednesday, October 14, 2009 @ 5:00 p.m. All responses to questions will be sent to all prospective bidders/proposers in the form on an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. PRE-QUALIFICATION OF TRADES LISTED

Bidder must indicate Yes or No in the Target Value Field as listed in the Header Attribute Section of this solicitation, for each of the trades you are seeking pre-qualification for. If you've indicated Yes, provide the license number and attach a copy with your RFQ response.

2.4. DEFINITIONS

General Building/Engineering Contractor shall be hereinafter be referred to as “GC”
Specialty Trade Contractor shall be hereinafter be referred as “STC
Contractor(s) shall mean the GC(s)/STC(s) awarded a contract under this solicitation
Contract shall mean award of this solicitation to a Contractor(s) and shall include the Invitation to Bids, and addenda issued, the Request for Price Quotations (RPQ) issued and awarded, and any contract modifications or change orders.
Request for Price Quotations hereinafter referred to as “RPQ” shall refer to a document issued by the City containing work to be performed and requesting submittal of prices and other necessary information.
Work hereinafter shall mean work to be performed under the specific RPQ
Work Site shall mean the location where work is to be performed under the specific RPQ
Project Manager (PM) shall mean the City representative identified by the City department preparing the RPQ; and overseeing the completion of the Project.

2.5. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for an initial period of two (2) years with automatic annual extensions until the Purchasing Department deems it in the best interest of the City to issue a new solicitation.

The City shall have the right to terminate this contract pursuant to Section 2.26 of this solicitation. Continuation of the contract beyond the initial period is a City prerogative; not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.6. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

(1) Continued satisfactory performance compliance with the specifications, terms and conditions
established herein.

(2) Availability of funds

2.7. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

2.8. METHOD OF AWARD

Award will be made to all responsive, responsible bidders who meet or exceed the minimum qualifications; these bidders shall be placed on a list of pre-qualified Contractors who will be contacted from time to time to provide written quotations for Work by the City.

At the sole discretion of the City additional vendors may be added to the list at any time, to maintain sufficient names and to ensure competition. The contractors seeking pre-qualification on the List shall be required to meet the minimum requirements. The City reserves the right to increase the number of Contractors as it deems in its best interest so as to obtain the most competitive rates at time of need.

2.9. PRICING

Written quotes by Contractors(s) shall be in the form of a lump sum (unless notified otherwise) and shall include all labor, supervision, materials and equipment, and any other items and/or incidentals identified by the City in the request for quotations necessary to do the work. The City shall notify the Contractors of the scope of work at the time of requesting written quotations as to the requirements for the work, including, but not limited to: time for completing the work; pre-quote meetings and/or site visits; (if applicable); post approval meetings; Performance/Payment bond and liquidated damages (if applicable); if the work is to be performed at nights, on weekends, and the deadline for submission of written price quotes etc.

The City will pay, and the Contractor shall accept as full compensation for completing the Work under an RPQ, the sums specified in the RPQ, as accepted by the City.

2.10. AWARDING WORK ASSIGNMENTS

The Project Manager for the City Department requesting work shall prepare a Request for Price Quotation (RPQ). The RPQ shall include but no be limited to a scope of work and any required drawings, if applicable and if available, time frame for performing the Work, the due date for responding to the RPQ, and other special requirements.

2.11. MINIMUM QUALIFICATION REQUIREMENT

All bidders must hold and submit with their bid response (and maintain same throughout the duration of the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting, for the types of work covered by this Contract and issued by:

A) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or

B) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Proof of holding such Certificate shall be submitted with bid response. Failure to submit such proof
shall result in rejection of the response to this RFQ.

If the General Contractor or Specialty Trade Contractor is a joint venture, or a venture or whatever nature or qualifications, it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department of Professional Regulations (DRP). Joint venture bidders, if not qualified as stated above, may submit qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the DRP attesting that they have satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

2.12. FAILURE TO PERFORM

Should it not be possible to reach the contractor or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Contractor in default of the contract or make appropriate reductions in the contract payment.

2.13. INSURANCE REQUIREMENTS

INDEMNIFICATION

Bidder shall pay on behalf of, indemnify and save City and its officials harmless, from and against any and all claims, liabilities, losses, and causes of action, which may arise out of bidder’s performance under the provisions of the contract, including all acts or omissions to act on the part of bidder, including any person performing under this Contract for or on bidder’s behalf, provided that any such claims, liabilities, losses and causes of such action are not attributable to the negligence or misconduct of the City and, from and against any orders, judgments or decrees which may be entered and which may result from this Contract, unless attributable to the negligence or misconduct of the City, and from and against all costs, attorneys’ fees, expenses and liabilities incurred in the defense of any such claim, or the investigation thereof.

The bidder shall furnish to City of Miami, c/o Purchasing Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(1) **Worker’s Compensation**
   A. Limits of Liability - Statutory - State of Florida

(2) **Commercial General Liability:**
   A. Limits of Liability
      Bodily Injury and Property Damage Liability - Each Occurrence: **$1,000,000**
      General Aggregate Limit: **$2,000,000**
      Personal and Adv. Injury. Products and Completed Operations and Fire Damage: **$1,000,000**
   B. Endorsements Required:
      City of Miami included as an Additional insured. Employees included as insured. Contractual Liability.

(3) **Business Automobile Liability**
   A. Limits of Liability
      Bodily injury and property damage liability combined single limits. Any Auto, including hired, borrowed or owned, or non-owned autos used in connection with the work - **$1,000,000**
   B. Endorsements Required:
      City of Miami included as an Additional Insured

**BINDERS ARE UNACCEPTABLE.**

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The Company must be rated no less than “A” as to management, and no less than “Class V” as to financial
Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification
by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days
written advance notice to the certificate holder.

NOTE: CITY BID NUMBER AND/OR TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation
under this section or under any other section of this Agreement.

--If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be
responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10)
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 City shall:

(4) Suspend the contract until such time as the new or renewed certificates are received by the City in
the manner prescribed in the Invitation To Bid.

(5) The City may, at its sole discretion, terminate this contract for cause and seek re-procurement
damages from the Bidder in conjunction with the General and Special Terms and Conditions of the Bid.
The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this
Section remain in force for the duration of the contractual period; including any and all option terms that
may be granted to the Bidder.

2.14. PRE-BID/PRE-PROPOSAL CONFERENCE

None

2.15. RPQ PRE-BID CONFERENCE/SITE VISIT (MANDATORY)

When requested by the City, a mandatory pre-bid conference will be held to discuss the specifications
contained in the RPQ. All contacted Contractors are required to attend. The purpose of the pre-bid
conference is to allow potential bidders an opportunity to visit the site, present questions to staff and obtain
clarification of the requirements of the RPQ documents. Because the City considers the conference to be
critical to understanding the RPQ requirements, attendance is mandatory in order to respond to the RPQ.

2.16. AUTHORITY OF THE PROJECT MANAGER

The City hereby authorizes the Project Manager (PM), to determine in the first instance all questions of
any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account
of, the Work to be performed, including without limitations: questions as to the value, acceptability and
fitness of the Work, questions as to either party’s fulfillment of its obligations under the Contract,
negligence, fraud or misrepresentation before or subsequent to acceptance of any Work performed under
this Contract; questions as to the interpretation of the Work to be performed; and claims for damages,
compensation and losses.

2.17. COMPLETED WORK

The City shall be notified by the Contractor upon completion of work. The City shall inspect and approve
completed work before authorizing payment. Work not satisfactorily completed shall be redone by the
Contractor at no additional charge to the City.

2.18. LAYOUT OF THE WORK

The Contractor shall be responsible for the location and layout of all work, and shall be responsible for all
field measurements and elevations that may be required for execution of the work to the exact position and
elevation. In the case of dimensions, field dimensions, etc. it shall be the Contractor’s responsibility to field measure, obtain and verify same. Each City department will be responsible for notifying the Contractor when services are required and for providing the location and address. The City will be responsible for providing access to the work site.

2.19. CONTRACTORS USE OF PROJECT SITE

The Contractor shall limit its use of the facility or premises to the Scope of Work, so as to allow for the City’s continuous operation. This is necessary as many of the sites where work will be performed will remain in operation during work.

2.20. USE OF PREMISES

The contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the project manager, and shall not unreasonably encumber the premises with his/her materials. The contractor shall take all measures necessary to protect his own materials.

2.21. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The contractor shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the contractor, at his/her expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.22. SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Bidder shall notify the City of Miami Purchasing Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers’ specifications which conflict with the specifications. For hard copy bid submittals, bidders must explain any deviation from the specifications in writing as a footnote on the applicable specification page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. For electronic bid submittals, bidders must explain in the Header Section or by an Attachment and, if applicable, enclose a scanned copy of the manufacturer's specifications data detailing the changed item(s) with his/her submission. Additionally, bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of bidders to comply with these provisions will result in bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.23. CITY FURNISHED DRAWINGS

Whenever possible the City will furnish drawings, if available, however there may be times where there are no drawings available for the Contractor. It shall be the sole responsibility of the Contractor to bring to the attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden conditions, prior to commencing the Work. The Contractor shall be solely responsible for verifying the drawings prior to commencing the Work and shall be responsible for any errors or revisions of the Work which might have been avoided by notifying the City prior to commencement. This shall apply to any revisions or omissions identified by the Contractor.

The Contractor shall have no basis for any claim for additional costs resulting from its failure to identify any required revisions, omissions, errors, etc., not identified in writing to the PM prior to commencing the Work.

2.24. PROCEDURES FOR OBTAINING RPQ’S
When a City Department elects to have Work performed, the Project Manager is to contact the Purchasing Department, who will issue the notification via e-mail only. The RPQ shall specify all relevant information, which includes but no be limited to the following:

1. Location where work is to be performed
2. Technical specifications including any design criteria (scope of work)
3. Design drawings (if available)
4. Start date for the Work and the completion date
5. Logistical constraints that Contractor must conform to in performing the work.
6. Date and time of site walk-thru prior to bid submission, if required
7. Performance and Payment Bond (if applicable)
8. Name of the Project Manager
9. Deadline for submission of RPQ quotes
10. Liquidated damages if applicable

The RPQ will state the time and place for inspections of the project site, if required or recommended. Except in cases of emergencies or in time of constraints, the City will use reasonable efforts for scheduling such site inspection within forty-eight (48) hours of distribution of the applicable RPQ.

The Contractor shall perform the Work pursuant to the prices furnished in response to the RPQ, provided the City has accepted the Contractor’s pricing. Contractor acknowledges and agrees that the City will accept the Contractor’s pricing provided that such pricing is the lowest responsive bid submitted by the Contractors qualified by the City to perform the work.

Written Price Quotations submitted under the RPQ shall be irrevocable for a period of sixty (60) days from the RPQ submission date.

The City reserves the right to reject any and all bid prices, rebid or cancel an RPQ at any time.

The following threshold amounts will be followed when issuing RPQ’s:

1. $5,000.00 or less - RPQ’s within this threshold shall obtained by the end user department or submitted electronically to the Purchasing Department within the deadline date and time. Work within this threshold does not require competitive quotations and are usually awarded to a qualified single trade Contractor.

2. $5,000.01 to $25,000.00 - RPQ’s within this threshold shall be submitted electronically to the Purchasing Department within the deadline date and time. It shall be the sole prerogative of the City as to the total number of vendor(s) requested to submit price quotations for each project, provided that no less than three (3) are contacted, if available, for a single trade or a multi-trade Contract. A mandatory pre-bid conference/site visit may be required on Contracts of this type.

3. $25,001.00 to $300,000.00 (as amended by Florida Statute Section 255.20) - RPQ’s within this threshold shall be submitted electronically to the Purchasing Department within the deadline date and time. A Performance Bond may be required for work over $25,000.00, and a mandatory pre-bid conference/site visit may be required on all Contracts within this threshold. The City shall contact all vendors registered under that particular trade, whether it is a single trade or a multi-trade Contract.

A single trade involving electrical work exceeding $75,000.00, as amended by Florida Statute Section 255.20, will be competitively awarded through the issuance of another competitively sealed bids or proposals submitted and awarded in response to an invitation for bids, request for proposals, or request for qualifications. The latter two will result in competitive negotiations.

4. EMERGENCIES

When a City Department determines that the Work to be performed is an emergency which affects health, safety or welfare, the City may award Work without obtaining more than one price quotation, subject to approval by the Purchasing Department, and the issuance of a Purchase Order.

2.25. EXTRA WORK

The City reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Purchase Order and the applicable RPQ and which are within the general scope of the Contract. Any such changes will be known as “Extra Work”.
2.26. PUBLIC CONVENIENCE AND SAFETY

The contractor shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, at his own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his actions or neglect or that of his agents or employees.

The contractor shall meet the following noise abatement performance standards for all construction equipment:

Between the hours of 7:00 A.M. and 6:00 P.M. noise levels shall not exceed 80 dBA at the nearest residential or commercial property line.

Operation of equipment should be avoided between the hours of 6:00 P.M. and 7:00 A.M., but if required, the noise level shall not exceed 65 dBA.

2.27. TERMINATION

A. FOR DEFAULT

If Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor’s failure to perform is without his or his subcontractor’s control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.28. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the bidder’s/proposer’s authorized signature affixed to the bidder’s/proposer’s acknowledgment form attests to this.

2.29. PRIMARY CLIENT (FIRST PRIORITY)

The successful bidder(s)/proposer(s) agree upon award of this contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this contract and any other contract successful bidder(s)/proposer(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.
2.30. UNAUTHORIZED WORK
The Successful Proposer(s) shall not begin work until a Purchase Order is received.

2.31. LICENSES AND PERMITS
Services performed for the City will require licenses and permits in the same manner as private construction projects within the City. The Contractor shall secure, at his/her expense, all licenses and permits and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances.

The Contractor must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Contractor shall be paid at the Contractor’s expense.

2.32. PERFORMANCE
The Contractor shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

2.33. SAFETY MEASURES
Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted.

All employees of contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.34. WORKMANSHIP AND MATERIALS
All parts installed and materials used in performance of this contract shall be new and unused (of current design or manufacture). Salvage materials will not be allowed without the express consent of the City. All materials and workmanship shall be of the highest quality and shall conform to all applicable Building Codes, so as to ensure safe and functional operation. The City shall be the sole judge as to parts and workmanship.

2.35. LIQUIDATED DAMAGES
Upon failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, the bidder shall be subject to assessment of liquidated damages in the amount of $100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such noncompletion of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the bidder under this agreement or to invoice the bidder for such damages if the costs incurred exceed the amount due to the bidder.

2.36. WARRANTY ON PARTS AND MATERIALS
All parts offered shall carry a 90-day free replacement warranty covering defects in material and workmanship. Adjustments on parts which fail after the first 90 days will be adjusted as determined by the
warranty period stated in your bid and the contract purchase price on a cost-per-month basis.
If delivery of repair parts or warranty work is not performed by the contractor within a period of five
working days, a daily charge equal to the daily rental costs of the equipment will be billed to the contractor
or manufacturer for each working day beyond the specified allowable five working days.

2.37. PERSONNEL

Bidder shall be deemed to represent that it has, or will have upon the award of the Contract, all necessary
personnel required to perform all services arising from the award of the Contract. All personnel employed
shall be employees of Bidder.
Personnel assigned to perform services at any of the City’s facilities must hold current licenses as reflected
within this IFB.
All the services required herein shall be performed by the successful Bidder, and all personnel engaged in
performing the services shall be fully qualified to perform such services.
All personnel of the successful bidder must be covered by Workmen’s Compensation, unemployment
compensation and liability insurance, a copy of which is to be provided to the City. Bidder shall be deemed
to represent that it has, or will have upon the award of the Contract, all necessary qualified personnel
required to perform all services arising from the award of the Contract.

2.38. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT

The Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies,
paper products, and other equipment necessary for satisfactory completion of all the services as specified in
this IFB.

2.39. PRICING AND PAYMENT

Price Quotations submitted by Contractors shall include all taxes, insurance, social security, workmen’s
compensation, and any other benefits normally paid by the Bidder to its employees. No overtime will be
authorized by the City which exceeds the rates quoted in this IFB. Payments will be made in arrears, for
services rendered, upon submission of properly certified invoices and/or approved inspections reports. All
such information shall be provided to the Project Manager for his approval in advance of payment.
Building and other damages caused by Contractor’s employee(s) shall be estimated by the Project Manager
and computed actual costs of repairs shall be deducted from the Contractor’s billing(s).

2.40. LICENSE OF BIDDERS

All bidders must hold and submit with their bid response (and maintain same throughout the duration of
the contract) a current valid Certificate for General Building/Engineering or Specialty Trade Contracting,
etc. for the types of work covered by this Contract and issued by:
A) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section
489.115 of the Florida Statutes; or
B) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section
10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency
must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board,
pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.
Proof of holding such Certificate shall be submitted with bid response. Failure to submit such proof shall
result in rejection of the response to this IFB.
If the General Contractor/Engineering or Specialty Trade Contractor is a joint venture, or a venture or
whatever nature or qualifications, it must be qualified as a separate and distinct entity, as required by the
rules of the State of Florida Department of Professional Regulations (DRP). Joint venture bidders, if not
qualified as stated above, may submit qualifications if they have initiated the process with the Florida
Construction Industry Licensing Board and have received a letter from the DRP attesting that they have
satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be submitted with this bid response.

2.41. CLEANING AND PROTECTION

The Contractor shall: During the handling and installation of work, clean and protect the Work in progress and adjoining areas on the basis of continuing maintenance; apply protective covering on installed Work where it is required to insure freedom from damage or deterioration at time of substantial completion. Remove and dispose of all debris, trash and excess materials from the site resulting from Work; removal shall take place daily and more often if hazards or interference are presented; dispose of all material removed off the site in accordance with Federal, State and local laws.

- Maintain a clean operation while working; remove all debris, equipment, etc. at the end of each work day.
- Should the Contractor fail, refuse or neglect to remove rubbish, waste materials, and temporary Work or to clean the site as required, the City may, without obligation to do so, remove and dispose of the rubbish, waste material, and temporary work and clean the site and deduct the resulting cost from monies due or to become due to the Contractor under this Contract.
- The Contractor shall handle waste materials that are hazardous, dangerous or unsanitary separately from other inert waste by containerizing appropriately; disposing of waste materials in a lawful manner.
- Burying or burning of waste materials containing-chemicals, oil or unfiltered construction debris down sewers or into waterways shall not be permitted.
- The Contractor shall provide, as necessary, rodent proof containers for disposing of garbage and similar wastes generated by the Contractor.
- Immediately after completion of each phase of the Work and prior to final acceptance of the Work by the Project Manager, the Contractor shall removed all plant, surplus materials, false work, temporary structures, and debris resulting from his operation. The site shall be cleaned in a neat, presentable manner satisfactory to the Project Manager.

2.42. LIMITATION OF PROJECT

Limitation of Contracts shall be $300,000.00 per project, as amended by Florida Statute Section 255.20, and in accordance with Section 2.24.

2.43. LICENSES FOR TRADES

Contractor(s) must be licensed in accordance with the provisions of the Code of Miami-Dade County and Florida State Statute. The Contractor may be required to provide proof of licensing prior to being pre-qualified under this Contract. All employees supplied by the Contractor must carry their certification cards, if certification is required for the type of Work being performed.

2.44. EXTENSION OF TIME

If the Contractor is delayed at any time during the progress of the Work beyond the Substantial Completion Date set forth in the Request for Price Quotation (RPQ), by the neglect or failure of the City or by Force Majeure, then the Substantial Completion Date set forth in the RPQ shall be extended by the City.

2.45. FORCE MAJEURE

Except as otherwise expressly provided herein, neither party shall be considered in default in the performance of its obligations hereunder to the extent that such performance is prevented or delayed by any cause, existing or future, which is not within the reasonable control of such party including, but not limited to, acts of God or public enemy, fire, explosions, rots, strikes (not including strikes of the Contractor’s Staff Personnel), or war. Notwithstanding the foregoing, the failure of any of the Contractor’s suppliers, or the like shall not excuse the Contractor’s performance except to the extent that such failures are due to any cause without the fault and reasonable control of such suppliers, or the like including, but not limited to,
acts of God or the public enemy, fires, explosions, riots, strikes (not including strikes of personnel of the Contractor’s suppliers), or war.

2.46. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker’s compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor’s Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in this Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker’s compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

2.47. INSPECTION

At all times during the Contract, the Project Manager shall have the right to make the most thorough and minute inspection of the Work, including materials and their manufacture or preparation, and to draw the attention of the Contractor to all defects in workmanship, materials or other errors or variations from the Contract requirements.

The right of inspection herein provided is intended solely for the benefit of the City. Neither the right of inspection nor the failure to draw attention to or point out such defects, errors or variations shall give the Contractor any right or claim against the City or shall in any way relieve the Contractor from its obligations under the term of this contract.

If the Work or any part thereof shall be found defective, the Contractor shall without cost to the City forthwith remedy such defect in a manner to comply with the Contract.

The Contractor shall at all times provide the Project Manager and his designated representatives all facilities necessary, convenient or desirable for inspecting the Work. The Project Manager and any designated representative shall be permitted to inspect materials at any place or stage or their manufacture, preparation, shipment or delivery.

Any inspection hereunder shall not reasonably disrupt the Contractor’s performance of the Work.

2.48. DIFFERING SITE CONDITIONS

The Contractor shall promptly, before such conditions are disturbed, notify the Project Manager in writing of: (1) latent physical conditions at this site differing materially from those indicated in the RPQ and/or drawing, or (2) physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in the RPQ or this Contract, but unknown to the Contractor until encountered during prosecution of the Work. The Project Manager shall promptly investigate such condition(s) to determine if the condition(s) constitute a differing site condition exist which causes an increase or decrease of the Contractor’s cost of, or the time required for, performance of any part of the Work, the Project Manager shall notify the Contractor of such facts. The Contractor shall then provide a detailed Change Order Proposal as specified by the Contract.

No claim for an extension of time and/or an equitable by the Contractor due to differing site conditions shall be allowed unless the Contractor has given the notice required above and met all requirements in Paragraph 3.39, Extension of Time.

The requirements for equitable adjustments for compensation for Extra Work shall apply to any changes
under this Paragraph for differing site conditions. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment is made under an RPQ.

2.49. WARRANTY OF CONSTRUCTION

For a period of one year, except as provided below, from the date of Completion, the Contractor warrants that the Work conforms to the Contract requirements and is free of any patent and/or latent defect of the material workmanship

Exceptions to the above year warranty:

Where the manufacturer of material provides a warranty in excess of one year the Contractor shall provide the City with the Manufacturer’s warranty. Contractor shall be obligated to provide to the City copies of all Manufacturer’s warranties and guarantees.

Where the City specifies in an RPQ a warranty greater than one year shall apply. Such warranty will only be for the specific RPQ.

The warranty hereunder shall be in addition to whatever rights the City may have under the law. The Contractor’s obligation under this warranty shall be at its own cost and expense, promptly to repair or replace (including cost of removal and installation), that item (or part or component thereof) which proves defective or fails to comply with the Contract. Within the warranty period such that it complies with the Contract.

In case the Contractor shall fail to repair or replace defective work in accordance with the terms of this warranty or if immediate repair or replacement of defective work is necessary, the City shall have the right to cause such repairs or replacement to be at the expense of the Contractor.

The warranty covering any defective Work shall be reinstated for a period of one year effective as of the date when the defect is remedied. If the defect is found to have a significant effect on any other part, component or item, the reinstatement of the warranty shall then be extended to cover the part, component, or interrelated parts, components and items function properly. The warranty reinstatement provided for in this Paragraph shall apply only to the first replacement or repair on any such item, part and component and, in the case of a failure which has a significant effect on another part, component or item, to the first extension of the said warranty to such effect items, parts and components.

All guarantees and warranties under this Contract are fully enforceable by the City acting in its own name.

2.50. ACCIDENTS

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to any who may be injured in the process of the Work.

The Contractor shall comply with OSHA requirements as defined in the United States Labor Code 29 CFR 1926.50

The Contractor must report immediately to the Project Manager every accident to persons or damage to property, and shall furnish in writing full information, including testimony of witnesses regarding any and all accidents.

2.51. CONSENT OF CITY REQUIRED FOR SUBLETTING OR ASSIGNMENT

If the Contractor assignee, transfer, sublets or otherwise disposed of this Contract or its rights, title or interest in or to the same or any part thereof without the previous consent in writing of the City, such action shall be an Event of Default. Nothing herein shall either restrict the right of the Contractor to assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

2.52. CONTRACT CONTAINS ALL ITEMS

This Contract, the RPQ completed and all documents incorporated by references contain all the terms and conditions agreed upon the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.
2.53. CONTRACTOR FURNISHED DRAWINGS

An RPQ may require the Contractor to furnish shop and/or as-build drawings depending on the nature and scope of the work to be performed. The decision to require such drawings is at the discretion of the City of Miami.

Where required by the RPQ, the Contractor shall furnish as-built drawings to the PM. Final payment shall not be made until the as-build drawings are received and accepted by the PM.

The review of the drawings will be general and shall not be construed: (1) as permitting any departure from the Contract requirement and RPQ; (2) as relieving the Contractor of the responsibility for any errors, including detail dimensions, and materials; (3) as accepting departures from details furnished by the City.

2.54. CONTRACTOR’S DAMAGE FOR DELAY

Except as my be otherwise specifically provided for this Contract, the Contractor agrees to make no claim for damages for delay of any kind in the performance of this Contract whether occasioned by an act or omission of the City or of any of their representatives (whether it is an Excusable Delay or otherwise) and the Contractor agrees that any such claims shall be compensated solely by an extension of time to complete performances of the Work. In this regard, the contractor alone hereby specifically assumes the risk of such delays, including without limitations: delays in processing or approving shop drawings, samples or other submittals or the failure to render determinations, approvals replies, inspections or test of the Work, in a timely manner.

2.55. CONTRACTOR’S WORK SCHEDULE

The Contractor shall schedule the work in accordance with the requirements set forth in the RPQ. The Contractor shall have broad discretion in scheduling work. The PM, at his/her sole discretion any required that a detailed schedule be submitted for review and acceptance. The PM’s basis for not accepting any schedule shall be generally limited to a determination that the work sequence lacks logic, is unreasonable, is incomplete or is inconsistent with any other contractual requirements, such as phasing plan.

With respect to any submission by the Contractor under this Paragraph, no review, acceptance or approval by the PM shall release or relieve the Contractor from its obligation to fully and properly complete the Work, or any other duty, responsibility or liability imposed on it under this Contract, including, but not limited to the obligation to complete the Work within the time set forth in the applicable RPQ.

Receipt by the PM of an updated or revised schedule shall be construed to mean that the PM agrees that the progress of the work is as shown or indicated therein or that the updated or revised schedule is acceptable to the PM.

2.56. CITY MAY AVAIL ITSELF OF ALL REMEDIES

The City may avail itself of each and every remedy herein specifically given to it now or existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City, and the exercise, or the beginning of the exercise, of one remedy shall not be deemed to be to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City’s rights and remedies as set forth in this Contract are not exclusive and are in addition to any other rights and remedies to in law or in equity

2.57. CITY OCCUPANCY

The City may occupy all or any portion of a facility during the entire period of Work. The Contractor shall cooperate fully with the PM during the Work to minimize conflicts and to facilitate City operations and the operation of any other contractors.

2.58. GENERAL REQUIREMENTS
The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any Staff Personnel if so ordered by the City, should the City make a determination in its sole discretion, that said staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such position.

The Contractor warrants and represents that its Staff Personnel have proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and effectively progress the performance of the Work.

The City and other agencies authorized by the City shall have free access at all times to the Work site. Staff Personnel shall be employees of the Contractor, who shall be responsible for deducting all taxes and payments of workman’s compensation and unemployment insurance.

2.59. PAYMENTS RELATED TO GUARANTEE OBLIGATIONS

The City may withhold from payments to be made such sums as may be reasonably be necessary to ensure completion of the Work with respect to defective work, equipment or materials which may be identified by the Contract Administrator.

The City may deduct from any payment due the Contractor an amount equal to its cost incurred on account of the Contractor’s failure to fully perform its obligations under this Contract.

The Contract Administrator, prior to withholding or deducting any monies hereunder, shall give the Contractor notice of the defective work, equipment or material and the basis for the withholding or deduction.

Upon the Contract Administrator’s determination that the Contractor has fulfilled his obligations, the City will pay the Contractor any sum so retained, subject to Contractor’s submission of, or compliance with any remaining documentation or obligation, as the case may be, in accordance with this Contract.

2.60. SAFETY PRECAUTIONS

The Contractor must adhere to the applicable environmental protection guidelines for the entire duration of the Work. If hazardous waste materials are used, detected or generated at any time, the Contract Administrator must be immediately notified of each and every occurrence. Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public Authorities (including OSHA, EPA, DERM, Miami-Dade County PDR South Florida Building Code) which bear on the performance of the Work.

The Contractor shall take the responsibility to ensure that all Work is provided with the adequate safeguards, including but not limited to; proper safe rigging, safety nets, fencing, scaffolding, barricades and ladders that are necessary for the protection of their employees, as well as the public and City employees. All riggings and scaffolding shall be of good sound materials, of adequate dimensions for its intended use, and substantially braced, tied or secure to insure absolute safety for those required to use it, as well as those in the vicinity. All riggings, scaffolding and ladders shall be OSHA approved.

If an emergency condition should develop during Work, the Contractor must immediately notify the Contract Administrator of each and every occurrence. The Contractor should also recommend any appropriate courses of action to the Contract Administrator.

2.61. CONTRACT ADMINISTRATOR

The Contract Administrator, as identified in the RPQ shall work closely with the Project Manager in the issuance of Request for Price Quotation, vendor selection, bid openings, insurance regulations, performance bond, or any other related duties to insure that a fair and lawful Contract is in place, and to insure optimum contract compliance.
3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

SCOPE
The bidder at time of bid submission, and at all times during the Contract, must meet the requirements stated below. Bidder(s) shall submit documentation substantiating that they meet these qualifications at the time of bid opening. Failure to submit such additional information, within the time frame established by the City may result in the rejection of a bidder’s submission for pre-qualification. Failure to continue to meet the minimum requirements during the Contract term may result in the termination of the Contractor’s contract with the City; however; the City may, at its sole discretion permit a contractor to remedy the deficiencies.

3.2 WORK
The work required under this contract is skilled work in the following areas, but not limited to:
A) Air Conditioning/HVAC
B) Alarm Systems/Entry Systems/Fire Alarms
C) Asphalt Sealing (Excluding Roadway Pavements)
D) Audio/Visual
E) Awning/Shutters
F) Carpentry/Wood Work/
G) Carpeting
H) Electrical
I) Fencing
J) Fire Sprinkler System
K) Flooring
L) General Building (GC)
M) Glass/Glazing
N) Irrigation/Sprinkler System
O) Locksmith
P) Marine Services
Q) Mechanical
R) Mechanical (Fire Systems)
S) Painting/Waterproofing
T) Plumbing
U) Pump Repairs
V) Roofing
W) Roll-Up Door
X) Swimming Pool
Y) Tennis/Sports Courts
Z) Tile
AA) Water Intrusin
BB) Welding (Heli-arc, Mig/Tig, Oxygen/Acetylene, Brazing)

3.3 MINIMUM PRE-QUALIFICATION REQUIREMENTS
Award of this contract will be made to all responsive, responsible bidders who provide evidence, that they meet or exceed the minimum qualification requirement outlined in Special Condition No. 2.10. of this solicitation.

Additionally, the following must be provided with your bid response:
- Current copy of Occupational License
- Contact Person, Phone Number and E-Mail Address for twenty-four (24) hours, seven (7) days a
week, electronic communication. This person must be available to answer telephone communications
during normal working hours (Monday thru Friday), and an answering machine/service for occasions
that an individual is not available. Bidder(s) shall be aware of the possible loss of business due to the
bidder being unavailable.
A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), ACCEPTING THE RESPONSES OF VARIOUS PRE-QUALIFIED VENDORS AS LISTED ON "ATTACHMENT 1," ATTACHED AND INCORPORATED, FOR THE DEPARTMENT OF PURCHASING, TO PROVIDE GENERAL BUILDING/ENGINEERING AND SPECIALTY TRADE SERVICES FOR VARIOUS CITYWIDE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS, ON AN AS-NEEDED PROJECT BASIS, FOR AN INITIAL PERIOD OF TWO (2) YEARS, WITH AUTOMATIC ANNUAL EXTENSIONS UNTIL SUCH TIME AS IT IS DEEMED IN THE BEST INTEREST OF THE CITY OF MIAMI TO ISSUE A NEW SOLICITATION; ALLOCATING FUNDS FROM VARIOUS SOURCES, SUBJECT TO BUDGETARY APPROVAL AT TIME OF NEED; FURTHER AUTHORIZING, IN ACCORDANCE WITH THE REQUEST FOR QUALIFICATION, THE ABILITY TO ADD QUALIFIED FIRMS OR INDIVIDUALS TO THE CONTRACT WHEN DEEMED IN THE CITY OF MIAMI'S BEST INTEREST WITHOUT FURTHER CITY COMMISSION AUTHORIZATION.

WHEREAS, the Department of Purchasing has determined that a pre-qualified list of vendors is required to perform general building/engineering and specialty trade services for various Citywide construction, maintenance and repair projects for the City of Miami ("City") to improve the City’s ability to acquire such services on an as-needed project basis; and

WHEREAS, pursuant to Request for Qualifications ("RFQ") No. 184144, the City sought proposals for the Pre-Qualification of General Building/Engineering and Specialty Trade Services on an as-needed project basis; and

WHEREAS, the firms as listed in "Attachment 1", attached hereto, have been deemed qualified by the City; and

WHEREAS, in accordance with the RFQ, Qualified Firms may be added to the contract throughout the term of the contract should it be in the City’s best interests without any further City Commission action; and

WHEREAS, funds are available from various sources, subject to budgetary approval at time of need;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The responses of various pre-qualified vendors as listed on "Attachment 1," attached and incorporated, for the Department of Purchasing to provide Citywide general building/engineering and specialty trade services, for various
Section 3. This Resolution shall become effective immediately upon its adoption and signature of the Mayor. [1]
**RENEWAL**

<table>
<thead>
<tr>
<th>RFQ NO:</th>
<th>184144</th>
</tr>
</thead>
<tbody>
<tr>
<td>DESCRIPTION:</td>
<td>GENERAL BUILDING/ENGINEERING AND SPECIALTY TRADES SERVICES</td>
</tr>
<tr>
<td>TERM OF CONTRACT:</td>
<td>TWO (2) YEARS W/ AUTOMATIC ANNUAL EXTENSIONS UNTIL SUCH TIME</td>
</tr>
<tr>
<td>CONTRACT PERIOD:</td>
<td>DECEMBER 21, 2009 THROUGH DECEMBER 20, 2011</td>
</tr>
<tr>
<td>RENEWAL:</td>
<td>DECEMBER 21, 2017 THROUGH DECEMBER 20, 2018</td>
</tr>
<tr>
<td>COMMODITY CODE:</td>
<td>VARIOUS</td>
</tr>
</tbody>
</table>

**SECTION #1 – VENDOR AWARD**

PLEASE SEE THE ATTACHED LIST OF PRE-QUALIFIED TRADE CONTRACTORS.

http://citynet/contracts/Default.aspx

**SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES**

| CC AWARD DATE: | December 10, 2009 |
| RESOLUTION NO: | 09-0526 |
| TOTAL CONTRACT AMOUNT: | N/A |

AMENDED AMOUNT: N/A  
INSURANCE REQUIREMENTS: YES  
PERFORMANCE BOND: N/A  
APPLICABLE ORDINANCES: N/A

Note: Funds allocated from the various funding sources are subject to availability and budgetary approval at the time of need.

RENEWAL: DECEMBER 21, 2017 THROUGH DECEMBER 20, 2018

**SECTION #3 - REQUESTING DEPARTMENT**

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT  
CITY DEPARTMENTS  
Contract Administrator: Teresa Soto  
Phone: (305) 416-1919

**SECTION #4 - PROCURING AGENCY**

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT  
Buyer: Teresa Soto  
Phone: (305) 416-1919

Prepared By: Aimee Gandarilla, 12/1/17

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:  
www.miamigov.com/procurement
### Trades - A/C

<table>
<thead>
<tr>
<th>Company</th>
<th>Email</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA Top Air, Corp.</td>
<td><a href="mailto:aatopair@gmail.com">aatopair@gmail.com</a></td>
<td>954-721-4141</td>
</tr>
<tr>
<td>Advanced Roofing Inc</td>
<td><a href="mailto:juliano@advancedroofing.com">juliano@advancedroofing.com</a></td>
<td>954-566-2967</td>
</tr>
<tr>
<td>Air Duct Aseptics, Inc.</td>
<td><a href="mailto:petrina@adaflorida.com">petrina@adaflorida.com</a>; <a href="mailto:molly@adaflorida.com">molly@adaflorida.com</a></td>
<td>954-979-4996</td>
</tr>
<tr>
<td>All Air of South Dade, Inc.</td>
<td><a href="mailto:rocco@all-air.com">rocco@all-air.com</a></td>
<td>305-247-3443</td>
</tr>
<tr>
<td>All Comfort, Co.</td>
<td><a href="mailto:allcomfortco@aol.com">allcomfortco@aol.com</a></td>
<td>305-382-1599</td>
</tr>
<tr>
<td>C.A. Mechanical</td>
<td><a href="mailto:camechan@bellsouth.net">camechan@bellsouth.net</a></td>
<td>954-975-5554</td>
</tr>
<tr>
<td>C.D. Air Conditioning, Inc.</td>
<td><a href="mailto:cdaireconditioning@gmail.com">cdaireconditioning@gmail.com</a></td>
<td>786-804-9769</td>
</tr>
<tr>
<td>Carrier Corp.</td>
<td><a href="mailto:mitch.orta@carrier.utc.com">mitch.orta@carrier.utc.com</a></td>
<td>954-298-4052</td>
</tr>
<tr>
<td>Johnson Controls, Inc.</td>
<td><a href="mailto:donnam.sherlock@jci.com">donnam.sherlock@jci.com</a></td>
<td>954-538-7954</td>
</tr>
<tr>
<td>Leadex Corp</td>
<td><a href="mailto:frank@leadexcorp.com">frank@leadexcorp.com</a></td>
<td>305-665-9484</td>
</tr>
<tr>
<td>Master Mechanical Services</td>
<td><a href="mailto:mastermechanical@bellsouth.net">mastermechanical@bellsouth.net</a></td>
<td>305.825.3004</td>
</tr>
<tr>
<td>MB Air System</td>
<td><a href="mailto:martinbrown206@yahoo.com">martinbrown206@yahoo.com</a></td>
<td>305-842-6284</td>
</tr>
<tr>
<td>National Air and Heat</td>
<td><a href="mailto:nationalair@ymail.com">nationalair@ymail.com</a></td>
<td>786-488-3282</td>
</tr>
<tr>
<td>Nel &amp; Sons, Inc.</td>
<td><a href="mailto:service@nelandsonsair.com">service@nelandsonsair.com</a></td>
<td>305-256-0327</td>
</tr>
<tr>
<td>RAA Service, Corp.</td>
<td><a href="mailto:raaservice30@yahoo.com">raaservice30@yahoo.com</a></td>
<td>305-554-4482</td>
</tr>
<tr>
<td>South Dade Air Conditioning and Refrigeration, Inc.</td>
<td><a href="mailto:southdad@bellsouth.net">southdad@bellsouth.net</a>; <a href="mailto:hollis@sdadeair.com">hollis@sdadeair.com</a></td>
<td>305-247-6390</td>
</tr>
<tr>
<td>Southern Comfort Solutions, Inc.</td>
<td><a href="mailto:rickmonzon@bellsouth.net">rickmonzon@bellsouth.net</a></td>
<td>786-402-2038</td>
</tr>
<tr>
<td>Sunshine State Air Conditioning, Inc.</td>
<td><a href="mailto:mcorrea@stateac.com">mcorrea@stateac.com</a></td>
<td>305-474-8484</td>
</tr>
<tr>
<td>Super Restoration Service Co. LLC</td>
<td><a href="mailto:payables@superrestoration.com">payables@superrestoration.com</a></td>
<td>305-233-0500</td>
</tr>
<tr>
<td>T emptrol A/C, Inc.</td>
<td><a href="mailto:amartinez@temprolac.com">amartinez@temprolac.com</a></td>
<td>305-662-7777</td>
</tr>
<tr>
<td>Trane US Inc.</td>
<td><a href="mailto:sally.contreras@trane.com">sally.contreras@trane.com</a></td>
<td>954-499-6900</td>
</tr>
<tr>
<td>Weathertral Maintenance Corp.</td>
<td><a href="mailto:acosio@wtrol.com">acosio@wtrol.com</a></td>
<td>305-908-1000</td>
</tr>
</tbody>
</table>

### Trades - Alarm Monitoring

<table>
<thead>
<tr>
<th>Company</th>
<th>Email</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alarm Masters Corp</td>
<td><a href="mailto:almarmasterscorp@hotmail.com">almarmasterscorp@hotmail.com</a></td>
<td>305-406-2195</td>
</tr>
<tr>
<td>Chi Alarms, Inc.</td>
<td><a href="mailto:rchi@chialarms.com">rchi@chialarms.com</a></td>
<td>305-827-2856</td>
</tr>
<tr>
<td>Devcon Security/Guardian International, Inc.</td>
<td>d <a href="mailto:burke@devcon-security.com">burke@devcon-security.com</a></td>
<td>786-845-9661</td>
</tr>
<tr>
<td>DiversiFire Systems, Inc.</td>
<td>lh <a href="mailto:aidfs@bellsouth.net">aidfs@bellsouth.net</a></td>
<td>305-681-3216</td>
</tr>
<tr>
<td>F.A.S.S.S. Inc.</td>
<td>fa <a href="mailto:ssinc@fassinc.com">ssinc@fassinc.com</a></td>
<td>305-541-7300</td>
</tr>
<tr>
<td>Florida Power Quality Solutions, Inc.</td>
<td><a href="mailto:flpowerquality@flpqs.com">flpowerquality@flpqs.com</a></td>
<td>786-315-6513</td>
</tr>
<tr>
<td>Micro Security Solutions, Inc.</td>
<td>s <a href="mailto:demolina@microsecurity.com">demolina@microsecurity.com</a></td>
<td>855-620-0600</td>
</tr>
<tr>
<td>PM Electrical Contractors, Inc.</td>
<td>pme <a href="mailto:electricalcontractor@yahoo.com">electricalcontractor@yahoo.com</a></td>
<td>305-257-1116</td>
</tr>
<tr>
<td>Ring Electric, Inc.</td>
<td><a href="mailto:anilloj@hotmail.com">anilloj@hotmail.com</a></td>
<td>305-300-3932</td>
</tr>
<tr>
<td>Stanley Convergent Security</td>
<td>Jorge <a href="mailto:Fernandez2@sbdInc.com">Fernandez2@sbdInc.com</a></td>
<td>954-430-6400</td>
</tr>
<tr>
<td>Tesla Electric Inc.</td>
<td><a href="mailto:teslaelectric@peoplepc.com">teslaelectric@peoplepc.com</a></td>
<td>305-302-8883</td>
</tr>
<tr>
<td>Tri-State Life Safety</td>
<td><a href="mailto:pcarballo@tristatelifesafety.com">pcarballo@tristatelifesafety.com</a></td>
<td>828-835-3366</td>
</tr>
<tr>
<td>WSA Systems - Boca Inc.</td>
<td><a href="mailto:bggub@wsasystems.com">bggub@wsasystems.com</a></td>
<td>561-393-2933</td>
</tr>
<tr>
<td>World Security &amp; Electric, Inc.</td>
<td><a href="mailto:rick@wsefs.com">rick@wsefs.com</a></td>
<td>305-477-9640</td>
</tr>
</tbody>
</table>

### Trades - Alarm System/Entry System/Fire Alarms

<table>
<thead>
<tr>
<th>Company</th>
<th>Email</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arco Electronics, Inc.</td>
<td><a href="mailto:info@arcoweb.com">info@arcoweb.com</a></td>
<td>305-223-2561</td>
</tr>
<tr>
<td>Alarm Masters Corp (Notifier Dealer)</td>
<td><a href="mailto:almarmasterscorp@hotmail.com">almarmasterscorp@hotmail.com</a></td>
<td>305-406-2195</td>
</tr>
<tr>
<td>ADT Security Services</td>
<td><a href="mailto:donnieburke@adt.com">donnieburke@adt.com</a></td>
<td>305-310-7204</td>
</tr>
<tr>
<td>Caper Electric &amp; Maintenance, Inc.</td>
<td><a href="mailto:kayperinc@yahoo.com">kayperinc@yahoo.com</a></td>
<td>305-216-2327</td>
</tr>
<tr>
<td>Chi Alarms, Inc.</td>
<td><a href="mailto:rchi@chialarms.com">rchi@chialarms.com</a></td>
<td>305-827-2856</td>
</tr>
<tr>
<td>Devcon Security/Guardian International, Inc.</td>
<td>d <a href="mailto:burke@devcon-security.com">burke@devcon-security.com</a></td>
<td>786-845-9661</td>
</tr>
<tr>
<td>Pre-Qualified Specialty/Building Trade Contractors by Trade</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>DiversiFire Systems, Inc. (Notifier dealer)</td>
<td><a href="mailto:llhatdfs@bellsouth.net">llhatdfs@bellsouth.net</a></td>
<td>305-681-3216</td>
</tr>
<tr>
<td>F.A.S.S.S. Inc</td>
<td><a href="mailto:fasssinc@fasssinc.com">fasssinc@fasssinc.com</a></td>
<td>305-541-7300</td>
</tr>
<tr>
<td>Florida Fire Safety, Inc.</td>
<td><a href="mailto:Eyder@florida-fire.com">Eyder@florida-fire.com</a></td>
<td>305-278-9042</td>
</tr>
<tr>
<td>Florida Power Quality Solutions, Inc.</td>
<td><a href="mailto:flpowerquality@fpqs.com">flpowerquality@fpqs.com</a></td>
<td>786-315-6513</td>
</tr>
<tr>
<td>Kratos Public Safety and Security Solutions, Inc.</td>
<td><a href="mailto:steven.andrietta@kratos-hbe.com">steven.andrietta@kratos-hbe.com</a></td>
<td>954-391-4520</td>
</tr>
<tr>
<td>Gancedo Technologies, Inc.</td>
<td><a href="mailto:joseg@ledpnted.com">joseg@ledpnted.com</a></td>
<td>305-265-1984</td>
</tr>
<tr>
<td>Hood Depot International</td>
<td><a href="mailto:griffin@hooddepot.net">griffin@hooddepot.net</a></td>
<td>954-570-9865</td>
</tr>
<tr>
<td>Integrated Fire Solutions, Inc. (Notifier dealer)</td>
<td><a href="mailto:integratedfire@bellsouth.net">integratedfire@bellsouth.net</a></td>
<td>954-424-9922</td>
</tr>
<tr>
<td>Mircom Engineered Systems Florida</td>
<td><a href="mailto:jpearson@mircomes.com">jpearson@mircomes.com</a></td>
<td>954-277-6950</td>
</tr>
<tr>
<td>Micro Security Solutions, Inc.</td>
<td><a href="mailto:sdemolina@microsecurity.com">sdemolina@microsecurity.com</a></td>
<td>855-620-0600</td>
</tr>
<tr>
<td>Miller Electric Company</td>
<td></td>
<td>954-761-2110</td>
</tr>
<tr>
<td>NHTC LLC</td>
<td><a href="mailto:NHTCUSA@gmail.com">NHTCUSA@gmail.com</a></td>
<td>786-587-6839</td>
</tr>
<tr>
<td>PM Electrical Contractors, Inc.</td>
<td><a href="mailto:pmelectricalcontractor@yahoo.com">pmelectricalcontractor@yahoo.com</a></td>
<td>305-257-1116</td>
</tr>
<tr>
<td>Premier Fire Alarms &amp; Integration Systems, Inc. (Notifier dealer)</td>
<td><a href="mailto:premieralarmsystem@yahoo.com">premieralarmsystem@yahoo.com</a></td>
<td>954-797-7692</td>
</tr>
<tr>
<td>Quality Wiring, Inc.</td>
<td><a href="mailto:h.le@qualitywiring.com">h.le@qualitywiring.com</a></td>
<td>305-595-5691</td>
</tr>
<tr>
<td>Ring Electric, Inc.</td>
<td><a href="mailto:anillo@hotmail.com">anillo@hotmail.com</a></td>
<td>305-300-3932</td>
</tr>
<tr>
<td>Tesla Electric Inc.</td>
<td><a href="mailto:teslaelectric@peoplepc.com">teslaelectric@peoplepc.com</a></td>
<td>305-302-8883</td>
</tr>
<tr>
<td>Tri-State Life Safety</td>
<td><a href="mailto:pcbarbillo@tristatelifesafety.com">pcbarbillo@tristatelifesafety.com</a></td>
<td>828-835-3366</td>
</tr>
<tr>
<td>United Fire Protection, Inc.</td>
<td><a href="mailto:athomton@unitedfire.com">athomton@unitedfire.com</a></td>
<td>954-572-0119</td>
</tr>
<tr>
<td>WSA Systems - Boca Inc. (Notifier dealer)</td>
<td><a href="mailto:bgolub@wsasystems.com">bgolub@wsasystems.com</a></td>
<td>561-393-2933</td>
</tr>
<tr>
<td>World Security &amp; Electric, Inc. (Notifier dealer)</td>
<td><a href="mailto:rserrano@worldsecurity-electric.com">rserrano@worldsecurity-electric.com</a></td>
<td>305-477-9640</td>
</tr>
<tr>
<td>Micro System Security, Inc.</td>
<td><a href="mailto:freddy@microsystemsecurity.com">freddy@microsystemsecurity.com</a></td>
<td>305-392-2298</td>
</tr>
</tbody>
</table>

**Trades - Asphalt Sealing (Excluding Roadway Pavements)**

<table>
<thead>
<tr>
<th>Company</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bacallao Construction &amp; Engineering Development LLC - DBA BC&amp;E</td>
<td><a href="mailto:bconeng@gmail.com">bconeng@gmail.com</a></td>
<td>305-796-2805</td>
</tr>
<tr>
<td>H &amp; R Paving, Inc.</td>
<td><a href="mailto:raul@hpaving.com">raul@hpaving.com</a></td>
<td>305-261-3005</td>
</tr>
<tr>
<td>Howard Seal Coating &amp; Land Clearing, Inc.</td>
<td><a href="mailto:howardseal1@bellsouth.net">howardseal1@bellsouth.net</a></td>
<td>305-693-8972</td>
</tr>
<tr>
<td>JD's Parking Lot, Inc.</td>
<td><a href="mailto:jdsparkinglot@yahoo.com">jdsparkinglot@yahoo.com</a></td>
<td>305-271-2472</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsempire.com">info@tcsempire.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>Williams Paving Co., Inc.</td>
<td><a href="mailto:arodriguez@williamspaving.com">arodriguez@williamspaving.com</a></td>
<td>305-882-1950</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:jnelson@lgcontractor.com">jnelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
</tbody>
</table>

**Trades - Audio/Visual**

<table>
<thead>
<tr>
<th>Company</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audio Visual Innovations, Inc.</td>
<td><a href="mailto:bids@aviinc.com">bids@aviinc.com</a></td>
<td>800-262-6733</td>
</tr>
<tr>
<td>Broadcast Depot</td>
<td><a href="mailto:danilo@7bd.com">danilo@7bd.com</a></td>
<td>305-599-3100</td>
</tr>
<tr>
<td>Maritime Mobile Communications dba Digital Video Systems</td>
<td><a href="mailto:jorgen@digitalvideosystems.net">jorgen@digitalvideosystems.net</a></td>
<td>954-239-4410</td>
</tr>
<tr>
<td>Marshall Productions Inc dba Marshal Graphics Systems</td>
<td><a href="mailto:ic@marshalgraphics.com">ic@marshalgraphics.com</a></td>
<td>954-895-7267</td>
</tr>
<tr>
<td>MI8 INC</td>
<td><a href="mailto:Aiden@mi8inc.com">Aiden@mi8inc.com</a></td>
<td>305-809-6655</td>
</tr>
<tr>
<td>Miller Electric Company</td>
<td></td>
<td>954-761-2110</td>
</tr>
<tr>
<td>NDR Corporation</td>
<td><a href="mailto:ndrbyard@bellsouth.net">ndrbyard@bellsouth.net</a></td>
<td>954-0565-9667</td>
</tr>
<tr>
<td>Pete Diaz Productions</td>
<td><a href="mailto:info@petediaz.com">info@petediaz.com</a></td>
<td>305-267-8585</td>
</tr>
<tr>
<td>Premier Fire Alarms and Integration Systems, Inc.</td>
<td><a href="mailto:premieralarmsystem@gmail.com">premieralarmsystem@gmail.com</a></td>
<td>954-797-7692</td>
</tr>
<tr>
<td>Pro Sound Inc dba Pro Sound &amp; Video</td>
<td><a href="mailto:rscharmann@prosound.net">rscharmann@prosound.net</a></td>
<td>305-891-1000</td>
</tr>
<tr>
<td>Quality Wiring, Inc.</td>
<td><a href="mailto:h.le@qualitywiring.com">h.le@qualitywiring.com</a></td>
<td>305-595-5691</td>
</tr>
<tr>
<td>Stanley Convergent Security</td>
<td><a href="mailto:jorge_fernandez2@sbdinc.com">jorge_fernandez2@sbdinc.com</a></td>
<td>954-430-6400</td>
</tr>
</tbody>
</table>

**Trades - Awning/Shutters**

<table>
<thead>
<tr>
<th>Company</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awnings &amp; Shades Co., Inc.</td>
<td><a href="mailto:sales@awningsandshades.com">sales@awningsandshades.com</a></td>
<td>305-759-5051</td>
</tr>
<tr>
<td>Awnings Of Hollywood</td>
<td><a href="mailto:awning@awningsofhollywood.com">awning@awningsofhollywood.com</a></td>
<td>954-963-7717</td>
</tr>
<tr>
<td>Paradise Awnings Corporation</td>
<td><a href="mailto:ccalero@paradiseawnings.com">ccalero@paradiseawnings.com</a></td>
<td>305-597-5714</td>
</tr>
<tr>
<td>ShadeFLA</td>
<td><a href="mailto:marg@shadefla.com">marg@shadefla.com</a></td>
<td>305-759-7423</td>
</tr>
<tr>
<td>Company Name</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>------------------------------------------</td>
<td>-----------</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsempire.com">info@tcsempire.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp.</td>
<td><a href="mailto:lazaro@totalconstruction.com">lazaro@totalconstruction.com</a></td>
<td>305-796-3785</td>
</tr>
<tr>
<td>USA Ornamental Iron Inc</td>
<td><a href="mailto:usaornamental@bellsouth.net">usaornamental@bellsouth.net</a></td>
<td>305-374-0101</td>
</tr>
<tr>
<td>West Palm Installers, Inc.</td>
<td><a href="mailto:shutters@westpalminstallers.com">shutters@westpalminstallers.com</a></td>
<td>305-406-3575</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:inelson@lgcontractor.com">inelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
<tr>
<td>NO Equal Design Company</td>
<td><a href="mailto:nielotto@noequaldesign.com">nielotto@noequaldesign.com</a></td>
<td>305-971-5177</td>
</tr>
<tr>
<td>Awning Brokers AB Inc.</td>
<td><a href="mailto:sales@awningbrokers.net">sales@awningbrokers.net</a></td>
<td>305-492-5916</td>
</tr>
<tr>
<td><strong>Trade-Carpeting Only</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Carpet Boutique, Inc.</td>
<td><a href="mailto:mpg67@aol.com">mpg67@aol.com</a></td>
<td>305-445-1939</td>
</tr>
<tr>
<td>Webley's Interiors</td>
<td><a href="mailto:webinc@bellsouth.net">webinc@bellsouth.net</a></td>
<td>305-238-9960</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:inelson@lgcontractor.com">inelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
<tr>
<td>Merrick Industrial Management Corporation</td>
<td><a href="mailto:lonny@merrickcorp.com">lonny@merrickcorp.com</a></td>
<td>917-213-7676</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsempire.com">info@tcsempire.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td><strong>Trade-Carpentry-Wood Work</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commercial Interior Contractors, Corp.</td>
<td><a href="mailto:eloise.gonzalez@cic-corp.com">eloise.gonzalez@cic-corp.com</a></td>
<td>305-636-3700</td>
</tr>
<tr>
<td>JT Flooring &amp; Carpentry Installation Services, Inc.</td>
<td><a href="mailto:info@jtflooringonline.com">info@jtflooringonline.com</a></td>
<td>305-681-1330</td>
</tr>
<tr>
<td>Leadex Corp</td>
<td><a href="mailto:frank@leadexcorp.com">frank@leadexcorp.com</a></td>
<td>305-665-9484</td>
</tr>
<tr>
<td>Stone Group Enterprises, Inc.</td>
<td><a href="mailto:karenazari@yahoo.com">karenazari@yahoo.com</a></td>
<td>305-970-9029</td>
</tr>
<tr>
<td>Super Restoration Service, Co., LLC</td>
<td><a href="mailto:payables@superrestoration.com">payables@superrestoration.com</a></td>
<td>305-233-0500</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td><a href="mailto:ths@tcsccorp.com">ths@tcsccorp.com</a></td>
<td>305-756-8707</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp.</td>
<td><a href="mailto:lazaro@totalconstruction.com">lazaro@totalconstruction.com</a></td>
<td>305-796-3785</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:inelson@lgcontractor.com">inelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
<tr>
<td><strong>Trades - Concrete Engineering</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Florida Sidewalk Solutions</td>
<td><a href="mailto:savannah@floridasidewalksolutions.com">savannah@floridasidewalksolutions.com</a></td>
<td>954-514-7218</td>
</tr>
<tr>
<td>Wis's Engineering, LLC</td>
<td><a href="mailto:wissengineering@gmail.com">wissengineering@gmail.com</a></td>
<td>786-306-2724</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsempire.com">info@tcsempire.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td><strong>Trades - Drywall</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Building Contractors identified herein</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Trades - Electrical</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AT Fire &amp; Security</td>
<td><a href="mailto:hpearson@a1fire-security.com">hpearson@a1fire-security.com</a></td>
<td>305-573-8273</td>
</tr>
<tr>
<td>All Florida Contractor Services, Inc.</td>
<td><a href="mailto:mcox@afcs-co.com">mcox@afcs-co.com</a></td>
<td>954-775-7767</td>
</tr>
<tr>
<td>A National Electric Service, Inc.</td>
<td><a href="mailto:dporretto@comcast.net">dporretto@comcast.net</a></td>
<td>954-234-8255</td>
</tr>
<tr>
<td>Benson Electric Inc</td>
<td><a href="mailto:estrong66@bellsouth.net">estrong66@bellsouth.net</a></td>
<td>305-235-6741</td>
</tr>
<tr>
<td>Bennett Electric Service Co., Inc.</td>
<td><a href="mailto:jack@bennettpowergroup.com">jack@bennettpowergroup.com</a></td>
<td>305-759-1668</td>
</tr>
<tr>
<td>Branching Out, Inc.</td>
<td><a href="mailto:branchout1@bellsouth.net">branchout1@bellsouth.net</a></td>
<td>305-258-8101</td>
</tr>
<tr>
<td>Caper Electric &amp; Maintenance, Inc.</td>
<td><a href="mailto:kayperinc@yahoo.com">kayperinc@yahoo.com</a></td>
<td>305-216-2327</td>
</tr>
<tr>
<td>Crown Electric of South Florida, Inc.</td>
<td><a href="mailto:carlos@crownelectricflorida.com">carlos@crownelectricflorida.com</a></td>
<td>954-625-6440</td>
</tr>
<tr>
<td>E &amp; C Electrical Services, Inc.</td>
<td><a href="mailto:eandecelectrical@hotmail.com">eandecelectrical@hotmail.com</a></td>
<td>305-594-2605</td>
</tr>
<tr>
<td>Electric Service &amp; Repair, Inc.</td>
<td><a href="mailto:morgan@electricserviceandrepair.net">morgan@electricserviceandrepair.net</a></td>
<td>305-256-9793</td>
</tr>
<tr>
<td>Florida Fire Safety, Inc.</td>
<td><a href="mailto:eyder@florida-fire.com">eyder@florida-fire.com</a></td>
<td>305-278-9042</td>
</tr>
<tr>
<td>Florida Power Quality Solutions, Inc.</td>
<td><a href="mailto:flpowerquality@flpqsa.com">flpowerquality@flpqsa.com</a></td>
<td>786-315-6513</td>
</tr>
<tr>
<td>Gancedo Technologies, Inc.</td>
<td><a href="mailto:joseg@ledpnted.com">joseg@ledpnted.com</a></td>
<td>305-265-1984</td>
</tr>
<tr>
<td>High Power Electric</td>
<td><a href="mailto:jcolina@hpowerelectric.com">jcolina@hpowerelectric.com</a></td>
<td>305-775-4516</td>
</tr>
<tr>
<td>Horsepower Electric, Inc.</td>
<td><a href="mailto:mike@horsepowerelectric.com">mike@horsepowerelectric.com</a></td>
<td>305-819-4060</td>
</tr>
<tr>
<td>G&amp;L Electric Corp.</td>
<td><a href="mailto:glelect@bellsouth.net">glelect@bellsouth.net</a></td>
<td>305-558-0217</td>
</tr>
<tr>
<td>McKercher Construction Corp</td>
<td><a href="mailto:charlesmckercher@yahoo.com">charlesmckercher@yahoo.com</a></td>
<td>954-661-7292</td>
</tr>
<tr>
<td>Manuel Bacelo Electrical Contractor, Inc.</td>
<td><a href="mailto:baceloelectric@comcast.net">baceloelectric@comcast.net</a></td>
<td>305-828-3003</td>
</tr>
<tr>
<td>Micro System Security, Inc.</td>
<td><a href="mailto:freddy@microsystemsecurity.com">freddy@microsystemsecurity.com</a></td>
<td>305-392-2298</td>
</tr>
<tr>
<td>Miller Electric Company</td>
<td></td>
<td>954-761-2110</td>
</tr>
<tr>
<td>NHTC LLC</td>
<td><a href="mailto:NHTCUSA@gmail.com">NHTCUSA@gmail.com</a></td>
<td>786-587-6839</td>
</tr>
<tr>
<td>PM Electrical Contractors, Inc.</td>
<td><a href="mailto:pmelectricalcontractor@yahoo.com">pmelectricalcontractor@yahoo.com</a></td>
<td>305-257-1116</td>
</tr>
<tr>
<td>Company Name</td>
<td>Email</td>
<td>Phone</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Prime Electrical Contractors, Inc.</td>
<td><a href="mailto:prime.electrical@gmail.com">prime.electrical@gmail.com</a></td>
<td>305-693-6800</td>
</tr>
<tr>
<td>Quest Construction Engineering, Inc.</td>
<td><a href="mailto:willy@cceflorida.com">willy@cceflorida.com</a></td>
<td>305-382-2007</td>
</tr>
<tr>
<td>Ring Electric, Inc.</td>
<td><a href="mailto:anillo@hotmail.com">anillo@hotmail.com</a></td>
<td>305-300-3932</td>
</tr>
<tr>
<td>Sure Electrical Contractors</td>
<td><a href="mailto:robertosure@msn.com">robertosure@msn.com</a></td>
<td>305-971-0570</td>
</tr>
<tr>
<td>Tesla Electric Inc.</td>
<td><a href="mailto:teslaelectric@peoplepc.com">teslaelectric@peoplepc.com</a></td>
<td>305-302-8883</td>
</tr>
<tr>
<td>Tri-State Life Safety</td>
<td><a href="mailto:dtepas@tristatelifesafety.com">dtepas@tristatelifesafety.com</a></td>
<td>866-530-3366</td>
</tr>
<tr>
<td>Virtus Electric, Inc.</td>
<td><a href="mailto:virtus.ehoyos@att.net">virtus.ehoyos@att.net</a></td>
<td>954-668-0101</td>
</tr>
<tr>
<td>West Kendall Electric, Inc.</td>
<td><a href="mailto:wkemiami@gmail.com">wkemiami@gmail.com</a></td>
<td>305-588-3457</td>
</tr>
<tr>
<td>Wilco Electrical LLC</td>
<td><a href="mailto:doug@wilcollc.com">doug@wilcollc.com</a></td>
<td>305-796-5273</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trades - Fencing</th>
</tr>
</thead>
<tbody>
<tr>
<td>C and F Decorating Services, Inc.</td>
</tr>
<tr>
<td>F &amp; F Aluminum and Iron Mfg., Inc.</td>
</tr>
<tr>
<td>Fence Masters, Inc</td>
</tr>
<tr>
<td>Golden Fence Company</td>
</tr>
<tr>
<td>National Construction Rental</td>
</tr>
<tr>
<td>Paradise Awnings Corporation</td>
</tr>
<tr>
<td>Precise Access Controls, Inc.</td>
</tr>
<tr>
<td>Rogar Management &amp; Consulting, LLC</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
</tr>
<tr>
<td>Tech Constructors LLC</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp</td>
</tr>
<tr>
<td>USA Ornamental Iron Inc</td>
</tr>
<tr>
<td>General Building Contractors identified herein</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trades - Fire Sprinkler System</th>
</tr>
</thead>
<tbody>
<tr>
<td>All American Fire Inspections, Inc.</td>
</tr>
<tr>
<td>All Fire Services, Inc.</td>
</tr>
<tr>
<td>American Fire Sprinkler Systems, Inc.</td>
</tr>
<tr>
<td>Branching Out, Inc</td>
</tr>
<tr>
<td>Florida Fire Safety, Inc.</td>
</tr>
<tr>
<td>Hood Depot International</td>
</tr>
<tr>
<td>Premier Fire Alarms and Integration Systems, Inc.</td>
</tr>
<tr>
<td>RAA Service, Corp.</td>
</tr>
<tr>
<td>Mircom Engineered Systems Florida</td>
</tr>
<tr>
<td>United Fire Protection, Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trades - Flooring</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Florida Tile Corp.</td>
</tr>
<tr>
<td>C and F Decorating Services, Inc.</td>
</tr>
<tr>
<td>Commercial Interior Contractors, Corp.</td>
</tr>
<tr>
<td>Dura Floor Inc, dba Dura Bond Co.</td>
</tr>
<tr>
<td>Franklin Flooring</td>
</tr>
<tr>
<td>JT Flooring &amp; Carpentry Installation Services, Inc.</td>
</tr>
<tr>
<td>Lego Construction Co.</td>
</tr>
<tr>
<td>Miami Tile Corporation</td>
</tr>
<tr>
<td>Paul's Carpet, Inc.</td>
</tr>
<tr>
<td>Rogar Management &amp; Consulting, LLC</td>
</tr>
<tr>
<td>Stone Group Enterprises, Inc.</td>
</tr>
<tr>
<td>Super Restoration Service, Co., LLC</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
</tr>
<tr>
<td>Contractor Name</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp</td>
</tr>
<tr>
<td>Zemog CS Corp.</td>
</tr>
<tr>
<td>General Building Contractors identified herein</td>
</tr>
<tr>
<td>Trident Surfacing, Inc.</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
</tr>
<tr>
<td><strong>Trades - General Building</strong></td>
</tr>
<tr>
<td>ABC Construction, Inc.</td>
</tr>
<tr>
<td>Aaron Construction Group, Inc.</td>
</tr>
<tr>
<td>Advanced Recreational Concepts, LLC</td>
</tr>
<tr>
<td>Advanced Roofing Inc</td>
</tr>
<tr>
<td>All Construction &amp; Developers, Inc.</td>
</tr>
<tr>
<td>All Florida Contracting Services, Inc.</td>
</tr>
<tr>
<td>All Terrain Earthmoving</td>
</tr>
<tr>
<td>All Dade General Waterproofing, Inc.</td>
</tr>
<tr>
<td>Aml Construction Llc</td>
</tr>
<tr>
<td>Asset Builders, LLC</td>
</tr>
<tr>
<td>Bacallao Construction &amp; Engineering Development, LLC</td>
</tr>
<tr>
<td>Cazo Construction Corporation</td>
</tr>
<tr>
<td>Celomar Construction Group</td>
</tr>
<tr>
<td>Cherokee Enterprises, Inc.</td>
</tr>
<tr>
<td>Cityworks Construction, LLC</td>
</tr>
<tr>
<td>Condo Electric Motor Repair, Corp.</td>
</tr>
<tr>
<td>Coramarca Corporation</td>
</tr>
<tr>
<td>Cunano Builders Corporation</td>
</tr>
<tr>
<td>Dade Contracting, Inc.</td>
</tr>
<tr>
<td>Darcon Group Corp.</td>
</tr>
<tr>
<td>Déjà Vu Building Solutions</td>
</tr>
<tr>
<td>Delcons, Inc.</td>
</tr>
<tr>
<td>Dock &amp; Marine Construction Inc</td>
</tr>
<tr>
<td>Demolition Masters, Inc.</td>
</tr>
<tr>
<td>Dominion Builders LLC</td>
</tr>
<tr>
<td>Ebsary Foundation Corporation</td>
</tr>
<tr>
<td>EDFM Corporation</td>
</tr>
<tr>
<td>E.L.C.I. Construction Group, Inc.</td>
</tr>
<tr>
<td>Environmental Performance Systems</td>
</tr>
<tr>
<td>Envirotech Roofing &amp; Construction, Inc.</td>
</tr>
<tr>
<td>Epic Construction Inc</td>
</tr>
<tr>
<td>EPS Building Construction Corp.</td>
</tr>
<tr>
<td>F.H. Paschen, S.N. Nielsen and Associates, LLC</td>
</tr>
<tr>
<td>Gaminin Construction Corp.</td>
</tr>
<tr>
<td>GC Works</td>
</tr>
<tr>
<td>Gec Associates Inc</td>
</tr>
<tr>
<td>Gomez Construction Company</td>
</tr>
<tr>
<td>Gon Gar Corp.</td>
</tr>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>Grace &amp; Naeem Uddin, Inc.</td>
</tr>
<tr>
<td>H.A. Contracting, Corp.</td>
</tr>
<tr>
<td>Haber &amp; Sons Plumbing, Inc.</td>
</tr>
<tr>
<td>Harbour Construction, Inc.</td>
</tr>
<tr>
<td>Hway Corp.</td>
</tr>
<tr>
<td>Jorge Enterprises, Inc.</td>
</tr>
<tr>
<td>J.B. Builders &amp; Contractors, Inc. d/b/a Ballerena</td>
</tr>
<tr>
<td>Construction</td>
</tr>
<tr>
<td>Integral Business and Investments, Inc.</td>
</tr>
<tr>
<td>K.M. Engineering Consultants, Inc.</td>
</tr>
<tr>
<td>Kearns Construction Co.</td>
</tr>
<tr>
<td>Kranacon General Contractors, Inc.</td>
</tr>
<tr>
<td>Lambert Bros., Inc.</td>
</tr>
<tr>
<td>Leadex Corp</td>
</tr>
<tr>
<td>Lego Construction Co.</td>
</tr>
<tr>
<td>M &amp; N Construction Group, Inc.</td>
</tr>
<tr>
<td>MAG Construction, Inc.</td>
</tr>
<tr>
<td>Marketplace Designers, Inc.</td>
</tr>
<tr>
<td>Master Construction of South Florida, Inc.</td>
</tr>
<tr>
<td>MC Jennings JR Construction Corp.</td>
</tr>
<tr>
<td>McKercher Construction Corp.</td>
</tr>
<tr>
<td>Merrick Industrial Management Corporation</td>
</tr>
<tr>
<td>Metro Express, Inc.</td>
</tr>
<tr>
<td>My Friend Construction, Inc.</td>
</tr>
<tr>
<td>NCI Construction Co.</td>
</tr>
<tr>
<td>NHTC LLC</td>
</tr>
<tr>
<td>Oasis Solutions of Florida, LLC</td>
</tr>
<tr>
<td>Pabon Engineering</td>
</tr>
<tr>
<td>Paradise Awnings Corporation</td>
</tr>
<tr>
<td>Pierre Contractors LLC</td>
</tr>
<tr>
<td>Pioneer Construction of Florida, Inc.</td>
</tr>
<tr>
<td>Play Space Services, Inc.</td>
</tr>
<tr>
<td>Pontifex Construction Group, Inc.</td>
</tr>
<tr>
<td>Primary Construction, Inc.</td>
</tr>
<tr>
<td>Project 1 Construction, Inc.</td>
</tr>
<tr>
<td>Quest Construction Engineering, Inc.</td>
</tr>
<tr>
<td>RAA Service, Corp.</td>
</tr>
<tr>
<td>Recreational Design &amp; Construction, Inc.</td>
</tr>
<tr>
<td>RC Construction &amp; Investments LLC</td>
</tr>
<tr>
<td>RJ Spencer Construction LLC</td>
</tr>
<tr>
<td>Rojas Contractors Group LLC</td>
</tr>
<tr>
<td>Sanchez Arango Construction Co.</td>
</tr>
<tr>
<td>Seico Construction Corp., Inc.</td>
</tr>
<tr>
<td>ServPro</td>
</tr>
<tr>
<td>Shoreline Foundation, Inc.</td>
</tr>
<tr>
<td>Stone Group Enterprises, Inc.</td>
</tr>
<tr>
<td>Stratego Engineering Consultants, Inc.</td>
</tr>
<tr>
<td>Super Restoration Service, Co., LLC</td>
</tr>
<tr>
<td>T-Team Construction &amp; Investments</td>
</tr>
<tr>
<td>T&amp;G Constructors</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
</tr>
<tr>
<td>Tech Constructors LLC</td>
</tr>
<tr>
<td>Company Name</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>Terra Hyle Contractors, Inc.</td>
</tr>
<tr>
<td>Tip Top Enterprises, Inc.</td>
</tr>
<tr>
<td>Tobin Construction Company</td>
</tr>
<tr>
<td>Top Crafts, Inc.</td>
</tr>
<tr>
<td>Tomas Luis Building Contractor, Inc.</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp</td>
</tr>
<tr>
<td>Trintec Construction Inc</td>
</tr>
<tr>
<td>Tropic Landscaping &amp; Lawn Maintenance, Inc.</td>
</tr>
<tr>
<td>Tru-green Construction, Inc.</td>
</tr>
<tr>
<td>U.S. Grounds, Inc.</td>
</tr>
<tr>
<td>VAS Renovations, Inc.</td>
</tr>
<tr>
<td>Waypoint Contracting Inc.</td>
</tr>
<tr>
<td>West Palm Installers, Inc.</td>
</tr>
<tr>
<td>Whytes Construction Group</td>
</tr>
<tr>
<td>Wrangler Construction Inc.</td>
</tr>
<tr>
<td>ConnectIT, Inc.</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
</tr>
<tr>
<td>Awning Brokers AB Inc</td>
</tr>
<tr>
<td>NO Equal Design Company</td>
</tr>
</tbody>
</table>

**Trades - Glass/Glazing**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coral Gables Glass &amp; Mirror Corp.</td>
<td><a href="mailto:info@coralgablesglass.com">info@coralgablesglass.com</a></td>
<td>305-665-5900</td>
</tr>
<tr>
<td>Glass Coating Industries, Inc.</td>
<td><a href="mailto:greg@gciglass.com">greg@gciglass.com</a></td>
<td>954-941-5300</td>
</tr>
<tr>
<td>HR Window Company</td>
<td><a href="mailto:hrwindowcorp@aol.com">hrwindowcorp@aol.com</a></td>
<td>786-213-1440</td>
</tr>
<tr>
<td>JMV Installers Corp.</td>
<td><a href="mailto:JMVInstallerscorp@gmail.com">JMVInstallerscorp@gmail.com</a></td>
<td>786-554-3951</td>
</tr>
<tr>
<td>General Building Contractors identified herein</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skylight Concepts, Inc.</td>
<td><a href="mailto:mgoodrich@skylightconcepts.com">mgoodrich@skylightconcepts.com</a></td>
<td>954-776-7616</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td><a href="mailto:ths@tcsccorp.com">ths@tcsccorp.com</a></td>
<td>305-756-8707</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsempire.com">info@tcsempire.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp</td>
<td>lazarototalconstruction.com</td>
<td>305-796-3785</td>
</tr>
<tr>
<td>Trident Surfacing, Inc.</td>
<td><a href="mailto:ron@tridentsurfacinginc.com">ron@tridentsurfacinginc.com</a></td>
<td>305-620-4220</td>
</tr>
</tbody>
</table>

**Trades - Irrigation/Sprinkler Systems**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Dade Sprinklers, Corp.</td>
<td><a href="mailto:alldadesprinkler@comcast.net">alldadesprinkler@comcast.net</a></td>
<td>786-355-8140</td>
</tr>
<tr>
<td>AllRestore Inc, dba Renew Restoration</td>
<td><a href="mailto:jeff_lazzeri@allrestore.net">jeff_lazzeri@allrestore.net</a></td>
<td>305-345-4039</td>
</tr>
<tr>
<td>Ballpark Maintenance, Inc.</td>
<td><a href="mailto:ballparkmaint@bellsouth.net">ballparkmaint@bellsouth.net</a></td>
<td>305-233-8133</td>
</tr>
<tr>
<td>Hurricane Irrigation, Inc.</td>
<td><a href="mailto:hurricaneirrigat@bellsouth.net">hurricaneirrigat@bellsouth.net</a></td>
<td>305 819-8440</td>
</tr>
<tr>
<td>Lemus Irrigation, Inc.</td>
<td><a href="mailto:irrigation@yahoo.com">irrigation@yahoo.com</a></td>
<td>786-236-2686</td>
</tr>
<tr>
<td>MAG Construction, Inc.</td>
<td><a href="mailto:contract@magconstructions.com">contract@magconstructions.com</a></td>
<td>305-667-6925</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td><a href="mailto:ths@tcsccorp.com">ths@tcsccorp.com</a></td>
<td>305-756-8707</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsempire.com">info@tcsempire.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>Tip Top Enterprises, Inc.</td>
<td><a href="mailto:tiptop@tiptopentinc.com">tiptop@tiptopentinc.com</a></td>
<td>305-255-8198</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:lnelson@lgcontractor.com">lnelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
</tbody>
</table>

**Trades - Land Clearing and Grubbing Engineering**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garden Genius Corp</td>
<td><a href="mailto:wy-suarez18@hotmail.com">wy-suarez18@hotmail.com</a></td>
<td>305-878-3192</td>
</tr>
<tr>
<td>Howard Seal Coating &amp; Land Clearing, Inc.</td>
<td><a href="mailto:howardseal1@bellsouth.net">howardseal1@bellsouth.net</a></td>
<td>305-693-8972</td>
</tr>
<tr>
<td>Williams Paving Co., Inc.</td>
<td><a href="mailto:arodriguez@williamspaving.com">arodriguez@williamspaving.com</a></td>
<td>305-882-1950</td>
</tr>
<tr>
<td>Wis’s Engineering, LLC</td>
<td><a href="mailto:wissengineering@gmail.com">wissengineering@gmail.com</a></td>
<td>786-306-2724</td>
</tr>
</tbody>
</table>

**Trades - Locksmith**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.C. Lock &amp; Key Corp.</td>
<td><a href="mailto:ac_lockandkey@hotmail.com">ac_lockandkey@hotmail.com</a></td>
<td>305-297-0154</td>
</tr>
<tr>
<td>Trades - Marine Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------</td>
<td></td>
</tr>
<tr>
<td>Blue Water Marine Services</td>
<td><a href="mailto:tbsouthdade@earthlink.net">tbsouthdade@earthlink.net</a> 305-230-0030</td>
<td></td>
</tr>
<tr>
<td>Cummins Cederberg, Inc.</td>
<td><a href="mailto:info@cumminscederberg.com">info@cumminscederberg.com</a> 305-776-5028</td>
<td></td>
</tr>
<tr>
<td>Dock &amp; Marine Construction Inc</td>
<td><a href="mailto:alyssalarson@bellsouth.net">alyssalarson@bellsouth.net</a> 305-751-9911</td>
<td></td>
</tr>
<tr>
<td>Ebsary Foundation Company</td>
<td><a href="mailto:scotta@ebsaryfoundationco.com">scotta@ebsaryfoundationco.com</a> 305-325-0530</td>
<td></td>
</tr>
<tr>
<td>Kearns Construction Co.</td>
<td><a href="mailto:jkearns@kearnsconstruction.com">jkearns@kearnsconstruction.com</a> 305-975-8878</td>
<td></td>
</tr>
<tr>
<td>Sea Tow Key Biscayne</td>
<td><a href="mailto:bscaynebay@seatow.com">bscaynebay@seatow.com</a> 786-314-5444</td>
<td></td>
</tr>
<tr>
<td>Shoreline Foundation, Inc.</td>
<td><a href="mailto:jklion@shorelinefoundation.com">jklion@shorelinefoundation.com</a> 954-985-0460</td>
<td></td>
</tr>
<tr>
<td>Miami Cordage Company, Inc.</td>
<td><a href="mailto:Jason@miamicordage.com">Jason@miamicordage.com</a> 305-636-3000</td>
<td></td>
</tr>
<tr>
<td>Waypoint Contracting Inc.</td>
<td><a href="mailto:kgonzalez@waypointci.com">kgonzalez@waypointci.com</a> 786-608-1406</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trades - Mechanical</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Florida Contractor Services, Inc.</td>
<td><a href="mailto:mcox@afcs-co.com">mcox@afcs-co.com</a> 954-775-7767</td>
</tr>
<tr>
<td>Branching Out, Inc.</td>
<td><a href="mailto:branchout1@bellsouth.net">branchout1@bellsouth.net</a> 305-258-8101</td>
</tr>
<tr>
<td>C.A. Mechanical</td>
<td><a href="mailto:camechan@bellsouth.net">camechan@bellsouth.net</a> 954-975-5554</td>
</tr>
<tr>
<td>C.D Air Conditioning, Inc.</td>
<td><a href="mailto:cdairconditioning@gmail.com">cdairconditioning@gmail.com</a> 786-804-9769</td>
</tr>
<tr>
<td>Leadex Corp</td>
<td><a href="mailto:frank@leadexcorp.com">frank@leadexcorp.com</a> 305-665-9484</td>
</tr>
<tr>
<td>Master Mechanical Services</td>
<td><a href="mailto:mastermechanical@bellsouth.net">mastermechanical@bellsouth.net</a> 305.825.3004</td>
</tr>
<tr>
<td>Nel &amp; Sons, Inc.</td>
<td><a href="mailto:service@nelandsonsair.com">service@nelandsonsair.com</a> 305-256-0327</td>
</tr>
<tr>
<td>RAA Service, Corp.</td>
<td><a href="mailto:raaservice30@yahoo.com">raaservice30@yahoo.com</a> 305-554-4482</td>
</tr>
<tr>
<td>Temptrol A/C, Inc.</td>
<td><a href="mailto:jocularnetto@bellsouth.net">jocularnetto@bellsouth.net</a> 305-662-7777</td>
</tr>
<tr>
<td>Weather Trol Maintenance Corp.</td>
<td><a href="mailto:acosio@wtrol.com">acosio@wtrol.com</a> 305-908-1000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trades - Mechanical (Fire Systems)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>All Fire Services, Inc.</td>
<td><a href="mailto:jan@allfire.net">jan@allfire.net</a> 305-653-1142</td>
</tr>
<tr>
<td>All American Fire Inspections, Inc.</td>
<td><a href="mailto:sam@allamericanfire.net">sam@allamericanfire.net</a> 305-828-3473</td>
</tr>
<tr>
<td>Branching Out, Inc.</td>
<td><a href="mailto:branchout1@bellsouth.net">branchout1@bellsouth.net</a> 305-258-8101</td>
</tr>
<tr>
<td>CAS Contractors, LLC</td>
<td><a href="mailto:kayoub@caseng.net">kayoub@caseng.net</a> 305-262-5151</td>
</tr>
<tr>
<td>Cherokee Enterprises, Inc.</td>
<td><a href="mailto:gc@cherokeecorp.com">gc@cherokeecorp.com</a> 305-828-3353</td>
</tr>
<tr>
<td>Hood Depot International</td>
<td><a href="mailto:jgriffin@hooddepot.net">jgriffin@hooddepot.net</a> 954-570-9865</td>
</tr>
<tr>
<td>MB Air System</td>
<td><a href="mailto:martinbrown20@ymail.com">martinbrown20@ymail.com</a> 305-842-6284</td>
</tr>
<tr>
<td>Premier Fire Alarms and Integration Systems, Inc.</td>
<td><a href="mailto:premieralarmsystem@gmail.com">premieralarmsystem@gmail.com</a> 954-797-7692</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trades - Painting/Waterproofing</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Alumma-Tech Electropainting, Inc.</td>
<td><a href="mailto:alummatechinc@bellsouth.net">alummatechinc@bellsouth.net</a> 305-863-1699</td>
</tr>
<tr>
<td>C and F Decorating Services, Inc.</td>
<td><a href="mailto:infocandfdecoratingservices@yahoo.com">infocandfdecoratingservices@yahoo.com</a> 305-757-4840</td>
</tr>
<tr>
<td>Commercial Interior Contractor Corp.</td>
<td><a href="mailto:eloise.gonzalez@cic-corp.com">eloise.gonzalez@cic-corp.com</a> 305-636-3700</td>
</tr>
<tr>
<td>Deco &amp; Special Painting, Corp.</td>
<td>deco@<a href="mailto:decospecialpainting@yahoo.com">decospecialpainting@yahoo.com</a> 305-541-7487</td>
</tr>
<tr>
<td>Gables Pressure Cleaning &amp; Painting, Inc.</td>
<td><a href="mailto:gpckess@bellsouth.net">gpckess@bellsouth.net</a> 305-448-9772</td>
</tr>
<tr>
<td>Greco International Corp.</td>
<td><a href="mailto:gvalle@grecointernationalcorp.com">gvalle@grecointernationalcorp.com</a> 305-252-3309</td>
</tr>
<tr>
<td>Lego Construction Co.</td>
<td><a href="mailto:lgarcia@legocci.com">lgarcia@legocci.com</a> 305-381-8421</td>
</tr>
<tr>
<td>Microguard, LLC</td>
<td><a href="mailto:don@microguardusa.com">don@microguardusa.com</a> 904-636-7788</td>
</tr>
<tr>
<td>Paradise Awnings Corporation</td>
<td><a href="mailto:csscaler@paradiseawnings.com">csscaler@paradiseawnings.com</a> 305-597-5714</td>
</tr>
<tr>
<td>Rogar Management &amp; Consulting, LLC</td>
<td><a href="mailto:rogarlic@gmail.com">rogarlic@gmail.com</a> 786-573-1872</td>
</tr>
<tr>
<td>South Florida V Paint Corp.</td>
<td><a href="mailto:vladimir.santana71@hotmail.com">vladimir.santana71@hotmail.com</a> 786-402-1337</td>
</tr>
<tr>
<td>Super Restoration Service, Co., LLC</td>
<td><a href="mailto:payables@superrestoration.com">payables@superrestoration.com</a> 305-233-0500</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td><a href="mailto:ths@tcscontracting.com">ths@tcscontracting.com</a> 305-756-8707</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsccorp.com">info@tcsccorp.com</a> 305-234-8355</td>
</tr>
<tr>
<td>Tech Constructors LLC</td>
<td><a href="mailto:tchnlgico@bellsouth.net">tchnlgico@bellsouth.net</a> 786-457-3357</td>
</tr>
<tr>
<td>Tip Top Enterprises, Inc. (waterproofing only)</td>
<td><a href="mailto:tiptop@tiptopenterprises.com">tiptop@tiptopenterprises.com</a> 305-255-8198</td>
</tr>
</tbody>
</table>
Tobin Construction Company  tobinconstructionco@gmail.com  305-389-5133
Total Construction & Maintenance Corp  lazarototalconstruction.com  305-796-3785
Xpress Painting Corp.  gonzalo@xpresspaintingcorp.com  786-871-6716
General Building Contractors identified herein
Louminel General Contractor, LLC  inelson@lgcontractor.com  954-328-4940

**Trades - Pipeline Engineering**

Top Crafts, Inc.  topcraftsinc@hotmail.com  786-258-1439
Wis’s Engineering, LLC  wissengineering@gmail.com  786-306-2724

**Trades - Plumbing**

ABC Construction, Inc.  jgonzalez@abcconstruction.cc  305-663-0322
Bay Plumbing Co  alan@bayplumbingco.com  305-446-8141
CAS Contractors, LLC  kayoub@caseng.net  305-262-5151
Environmental Performance Systems  eps6077@aol.com  786-337-7000
Gon Gar Corp.  garcia1528@bellsouth.net  786-258-1213
Grand Plumbing Corp.  armando@grandplumbing.net  786-337-9090
Haber & Son's Plumbing  haberandplumbing@bellsouth.net  305-461-8653
MAG Construction, Inc.  contract@magconstructions.com  305-667-6925
MRC Plumbing & Backflow, Inc.  mrcbackflows@bellsouth.net  305-273-6100
Malu Plumbing, Inc.  maluplumbing@bellsouth.net  305-336-8034
Midway Well Drilling, Inc.  midwaysystems@hotmail.com  305-624-3494
Rollan Plumbing, Inc.  inc8104@bellsouth.net  305-232-0130
Super Restoration Service, Co., LLC  payables@superrestoration.com  305-233-0500
Louminel General Contractor, LLC  inelson@lgcontractor.com  954-328-4940
Waypoint Contracting Inc.  kgonzalez@waypointci.com  786-608-1406

**Trades - Pump Repairs**

All Fire Services, Inc. (fire only)  jan@allfire.net  305-653-1142
Bay Plumbing Co  alan@bayplumbingco.com  305-446-8141
Branching Out, Inc.  branchout1@bellsouth.net  305-258-8101
Condo Electric Motor Repair, Corp.  condioel@bellsouth.net  305-691-5400
Gon Gar Corp.  garcia1528@bellsouth.net  786-258-1213
NHTC LLC  NHTCUS@gmail.com  786-587-6839
Super Restoration Service, Co., LLC  payables@superrestoration.com  305-233-0500
Temptrol A/C, Inc.  joecugnetto@bellsouth.net  305-662-7777
Tip Top Enterprises, Inc.  tiptop@tiptopentinc.com  305-255-8198
WeatherTrol Maintenance Corp.  acosio@wtrol.com  305-908-1000

**Trades - Roll-UP Door**

Above All Garage Doors  aboveall2003@bellsouth.net  305-556-6633
C and F Decorating Services, Inc.  infocandfdecoratingservices@yahoo.com  305-757-4840
OV Doors Corporation  ovdoors@gmail.com  305-608-8055
Precise Access Controls, Inc.  preciseaccess@gmail.com  786-255-6802
TCS Empire, Inc.  info@tcsempire.com  305-234-8355
General Building Contractors identified herein

**Trades - Roofing**

A & J Roofing Corporation  mguejr@bellsouth.net  305-804-1342
Aaron Construction Group, Inc.  diego@aarconconstructiongroup.com  786-624-0561
Advanced Recreational Concepts, LLC  acooke@arcflorida.com  954-261-1450
Advanced Roofing Inc  juliano@advancedroofing.com  954-522-6868

Revised 10/09/2018
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Construction &amp; Developers, Inc.</td>
<td><a href="mailto:allconstrudevelop@hotmail.com">allconstrudevelop@hotmail.com</a></td>
<td>786-768-4330</td>
</tr>
<tr>
<td>A1 Property Services Group, Inc.</td>
<td><a href="mailto:geo@a1propertyservices.net">geo@a1propertyservices.net</a></td>
<td>305-471-7353</td>
</tr>
<tr>
<td>Celomar Construction Group</td>
<td>m <a href="mailto:cortes@celomarcg.com">cortes@celomarcg.com</a></td>
<td>305-235-4802</td>
</tr>
<tr>
<td>Cunano Builders Corporation</td>
<td><a href="mailto:cunanobuilders@gmail.com">cunanobuilders@gmail.com</a></td>
<td>786-258-3719</td>
</tr>
<tr>
<td>déjá vu Building Solutions</td>
<td><a href="mailto:dejavubldg@gmail.com">dejavubldg@gmail.com</a></td>
<td>754-444-2291</td>
</tr>
<tr>
<td>Del Sol Roofing Enterprises, Inc.</td>
<td><a href="mailto:dsr@delsolroofing.com">dsr@delsolroofing.com</a></td>
<td>305-228-0218</td>
</tr>
<tr>
<td>Florida Roofing, Inc.</td>
<td><a href="mailto:willyiaf@yahoo.com">willyiaf@yahoo.com</a></td>
<td>305758-8004</td>
</tr>
<tr>
<td>Pioneer Construction of Florida, Inc.</td>
<td><a href="mailto:pioneerflorida@bellsouth.net">pioneerflorida@bellsouth.net</a></td>
<td>305-215-2204</td>
</tr>
<tr>
<td>Pontifex Construction Group, Inc.</td>
<td><a href="mailto:lrodriguez@pontifexgroup.com">lrodriguez@pontifexgroup.com</a></td>
<td>305-218-9425</td>
</tr>
<tr>
<td>RJ Spencer Construction LLC</td>
<td><a href="mailto:info@rjconstructs.com">info@rjconstructs.com</a></td>
<td>786-443-5346</td>
</tr>
<tr>
<td>Seico Construction Corp., Inc.</td>
<td><a href="mailto:victor@seicoconstruction.com">victor@seicoconstruction.com</a></td>
<td>305-378-0123</td>
</tr>
<tr>
<td>Stone Group Enterprises, Inc.</td>
<td><a href="mailto:karenazari@yahoo.com">karenazari@yahoo.com</a></td>
<td>305-970-9029</td>
</tr>
<tr>
<td>Tech Constructors LLC</td>
<td><a href="mailto:techlyco@bellsouth.net">techlyco@bellsouth.net</a></td>
<td>786-457-3357</td>
</tr>
<tr>
<td>Tecta America South Florida, Inc.</td>
<td><a href="mailto:Jrodriguez@tectaamerica.com">Jrodriguez@tectaamerica.com</a></td>
<td>305-592-5385</td>
</tr>
<tr>
<td>Tomas Luis Building Contractor, Inc.</td>
<td><a href="mailto:mannyLuisgc@gmail.com">mannyLuisgc@gmail.com</a></td>
<td>786-251-5717</td>
</tr>
<tr>
<td>General Building Contractors identified herein</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:inelson@lgcontractor.com">inelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
</tbody>
</table>

**Trades - Sheet Metal**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Hood Systems, LLC</td>
<td><a href="mailto:advancedhoodsystems@comcast.net">advancedhoodsystems@comcast.net</a></td>
<td>954-551-2251</td>
</tr>
</tbody>
</table>

**Trades - Solar**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>A National Electric Service, Inc.</td>
<td><a href="mailto:dporretto@comcast.net">dporretto@comcast.net</a></td>
<td>954-234-8255</td>
</tr>
</tbody>
</table>

**Trades - Store Fixtures; Cabinets**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Building Contractors identified herein</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Trades - Swimming Pool (Pool Heating Equipment only)**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Italtech Service Corporation</td>
<td><a href="mailto:italtechservice@gmail.com">italtechservice@gmail.com</a></td>
<td>954-328-2260</td>
</tr>
<tr>
<td>Symbiont Service Corporation</td>
<td><a href="mailto:terry@symbiontservice.com">terry@symbiontservice.com</a></td>
<td>941-474-9306</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td>t h <a href="mailto:s@tcsccorp.com">s@tcsccorp.com</a></td>
<td>305-756-8707</td>
</tr>
</tbody>
</table>

**Trades - Swimming Pool**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial Energy Specialists</td>
<td><a href="mailto:rbaker@cesmail.org">rbaker@cesmail.org</a></td>
<td>561-744-1557</td>
</tr>
<tr>
<td>Condo Electric Motor Repair, Corp. (pump &amp; motor only)</td>
<td><a href="mailto:condool@bellsouth.net">condool@bellsouth.net</a></td>
<td>305-691-5400</td>
</tr>
<tr>
<td>Essig Pools, Inc.</td>
<td><a href="mailto:jc@essigpools.com">jc@essigpools.com</a></td>
<td>305-949-0000</td>
</tr>
<tr>
<td>NHTC LLC (pump &amp; motor only)</td>
<td><a href="mailto:NHTCUSA@gmail.com">NHTCUSA@gmail.com</a></td>
<td>786-587-6839</td>
</tr>
<tr>
<td>Olver's Pools, Inc.</td>
<td><a href="mailto:olverspoolsinc@aim.com">olverspoolsinc@aim.com</a></td>
<td>305-310-3396</td>
</tr>
<tr>
<td>Recreational Design &amp; Construction, Inc.</td>
<td><a href="mailto:joe@recreationaldesign.com">joe@recreationaldesign.com</a></td>
<td>954-566-3885</td>
</tr>
<tr>
<td>Stone Group Enterprises, Inc.</td>
<td><a href="mailto:karenazari@yahoo.com">karenazari@yahoo.com</a></td>
<td>305-970-9029</td>
</tr>
<tr>
<td>Tomas Luis Building Contractor, Inc.</td>
<td><a href="mailto:mannyLuisgc@gmail.com">mannyLuisgc@gmail.com</a></td>
<td>786-251-5717</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:inelson@lgcontractor.com">inelson@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
</tbody>
</table>

**Trades - Tennis/Sports Courts**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agile Courts Construction Co., Inc.</td>
<td><a href="mailto:agile@bellsouth.net">agile@bellsouth.net</a></td>
<td>305-667-1228</td>
</tr>
<tr>
<td>McCourt Construction Inc.</td>
<td><a href="mailto:richdroth@aol.com">richdroth@aol.com</a></td>
<td>305-255-0252</td>
</tr>
<tr>
<td>Recreational Design &amp; Construction, Inc.</td>
<td><a href="mailto:sgreiner@recreationaldesign.com">sgreiner@recreationaldesign.com</a></td>
<td>954-566-3335</td>
</tr>
<tr>
<td>Waypoint Contracting Inc.</td>
<td><a href="mailto:kgonzalez@waypointci.com">kgonzalez@waypointci.com</a></td>
<td>786-608-1406</td>
</tr>
</tbody>
</table>

**Trades - Tile**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Florida Tile Corp.</td>
<td><a href="mailto:reeladiction888@comcast.net">reeladiction888@comcast.net</a></td>
<td>305-506-7317</td>
</tr>
<tr>
<td>Commercial Interior Contractor Corp</td>
<td><a href="mailto:eloise.gonzalez@cic-corp.com">eloise.gonzalez@cic-corp.com</a></td>
<td>305-636-3700</td>
</tr>
</tbody>
</table>
## Trades - Water Intrusion

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Franklin Flooring</td>
<td><a href="mailto:rozzief9@aol.com">rozzief9@aol.com</a></td>
<td>305-638-0014</td>
</tr>
<tr>
<td>Green Clean &amp; Restoration DBA Saniglaze Miami</td>
<td><a href="mailto:sergio@saniglazemiami.com">sergio@saniglazemiami.com</a></td>
<td>305-300-5393</td>
</tr>
<tr>
<td>Lego Construction Co.</td>
<td><a href="mailto:igarcia@legocc.com">igarcia@legocc.com</a></td>
<td>305-381-8421</td>
</tr>
<tr>
<td>Miami Tile Corp.</td>
<td><a href="mailto:vicam16@aol.com">vicam16@aol.com</a></td>
<td>305-258-0484</td>
</tr>
<tr>
<td>General Building Contractors identified herein</td>
<td><a href="mailto:payables@superrestoration.com">payables@superrestoration.com</a></td>
<td>305-233-0500</td>
</tr>
<tr>
<td>Super Restoration Service, Co., LLC</td>
<td><a href="mailto:payables@superrestoration.com">payables@superrestoration.com</a></td>
<td>305-233-0500</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td><a href="mailto:ths@tcsccorp.com">ths@tcsccorp.com</a></td>
<td>305-756-8707</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsenterprise.com">info@tcsenterprise.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>Tech Constructors LLC</td>
<td><a href="mailto:tcnlgyco@bellsouth.net">tcnlgyco@bellsouth.net</a></td>
<td>786-457-3357</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp.</td>
<td><a href="mailto:lazaro@totalconstruction.com">lazaro@totalconstruction.com</a></td>
<td>305-796-3785</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:jelejandro@lgcontractor.com">jelejandro@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
</tbody>
</table>

## Trades - Welding

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Plumbing Co</td>
<td><a href="mailto:alan@bayplumbingco.com">alan@bayplumbingco.com</a></td>
<td>305-446-8141</td>
</tr>
<tr>
<td>MAG Construction, Inc.</td>
<td><a href="mailto:contract@magconstructions.com">contract@magconstructions.com</a></td>
<td>305-667-6925</td>
</tr>
<tr>
<td>Oasis Solutions of Florida, LLC</td>
<td><a href="mailto:info@oasissolutionsfl.com">info@oasissolutionsfl.com</a></td>
<td>844-627-4766</td>
</tr>
<tr>
<td>ServPro</td>
<td><a href="mailto:ozzie@servpro9200.com">ozzie@servpro9200.com</a></td>
<td>305-643-0710</td>
</tr>
<tr>
<td>Super Restoration Service, Co., LLC</td>
<td><a href="mailto:payables@superrestoration.com">payables@superrestoration.com</a></td>
<td>305-233-0500</td>
</tr>
<tr>
<td>TCS Contracting Corp.</td>
<td><a href="mailto:ths@tcsccorp.com">ths@tcsccorp.com</a></td>
<td>305-756-8707</td>
</tr>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsenterprise.com">info@tcsenterprise.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>Tip Top Enterprises, Inc.</td>
<td><a href="mailto:tiptop@tiptopentinc.com">tiptop@tiptopentinc.com</a></td>
<td>305-255-8198</td>
</tr>
<tr>
<td>Tobin Construction Company</td>
<td><a href="mailto:tobinconstructionco@gmail.com">tobinconstructionco@gmail.com</a></td>
<td>305-389-5133</td>
</tr>
<tr>
<td>Total Construction &amp; Maintenance Corp.</td>
<td><a href="mailto:lazaro@totalconstruction.com">lazaro@totalconstruction.com</a></td>
<td>305-796-3785</td>
</tr>
<tr>
<td>Louminel General Contractor, LLC</td>
<td><a href="mailto:jeleandro@lgcontractor.com">jeleandro@lgcontractor.com</a></td>
<td>954-328-4940</td>
</tr>
<tr>
<td>Waypoint Contracting Inc.</td>
<td><a href="mailto:kgonzalez@waypointci.com">kgonzalez@waypointci.com</a></td>
<td>786-608-1406</td>
</tr>
</tbody>
</table>

## General Building Contractors identified herein

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TCS Empire, Inc.</td>
<td><a href="mailto:info@tcsenterprise.com">info@tcsenterprise.com</a></td>
<td>305-234-8355</td>
</tr>
<tr>
<td>USA Ornamental Iron Inc</td>
<td><a href="mailto:usaornamental@bellsouth.net">usaornamental@bellsouth.net</a></td>
<td>305-374-0101</td>
</tr>
<tr>
<td>Paradise Awnings Corporation</td>
<td><a href="mailto:ccalero@paradiseawnings.com">ccalero@paradiseawnings.com</a></td>
<td>305-597-5714</td>
</tr>
</tbody>
</table>