



REVISED

CITY OF MIAMI SPRINGS, FLORIDA

Mayor Maria Puente Mitchell

**Vice Mayor Walter Fajet, Ph. D.
Councilwoman Jacky Bravo**

**Councilman Bob Best
Councilman Victor Vazquez, Ph. D.**

Decorum: "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."

CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 25, 2022 – 7:00 p.m.

**City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information)**

- 1. Call to Order/Roll Call**
- 2. Invocation:** Councilwoman Jacky Bravo
Pledge of Allegiance: Audience will lead the Pledge of Allegiance and Salute to the Flag
- 3. Agenda / Order of Business**
- 4. Awards & Presentations:** None.
- 5. Open Forum:** Persons wishing to speak on items of general City business, may do so in person (*subject to capacity restrictions*) or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) April 11, 2022 – Regular Meeting
- 7. Reports from Boards & Commissions:** None.
- 8. Public Hearings:** None.
- 9. Consent Agenda: (Funded and/or Budgeted):**
 - A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of An Electronic Key Management System For The City's Police Department From Marcon International, Inc. D/B/A KEYper Systems In An Amount Not To Exceed \$14,189.94; Providing For Authorization; And Providing For An Effective Date

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Issuance Of A Purchase Order For Rental Of Undercover/Unmarked Police Vehicles To Enterprise Leasing Company Of Florida, LLC In An Amount Not To Exceed \$15,598.75 For Fiscal Year 21/22 And An Amount Not To Exceed Budgeted Funds For Fiscal Year 22/23 By Utilizing The Terms And Conditions Of City Of Coral Springs Bid #17-C-053, Undercover Rental Services For Se FI Governmental Purchasing Cooperative Group, Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving The Purchase Of 60 Generation 5 Glock 17 Semi-Automatic Pistols From Lawmen’s Shooter’s Supply, Inc. In An Amount Not To Exceed \$17,312; Providing For Authorization; Declaring Certain Equipment As Surplus Property; And Providing For An Effective Date

D) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement With BTS Land Services, Corp. In An Amount Not To Exceed Budgeted Funds For Tree And Palm Trimming Services Utilizing The Terms And Conditions Of The City Of Hallandale Beach Request For Quotes Entitled “City-Wide Tree Trimming, Pruning, Removal, And Stump Grinding Services FY2022, 2023, 2024” Pursuant To Section 31-11(E)(5) Of The City Code; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

E) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Selecting Mario’s Painting And Services, Inc. For The Exterior Painting Of The City Of Miami Springs Community Center Pursuant To Invitation To Bid No. 02-21/22; Authorizing The City Manager To Negotiate And Execute A Contract In An Amount Not To Exceed \$51,922.50; And Providing For An Effective Date

F) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Memorandum Of Agreement With The Florida Division Of Emergency Management To Provide A Mass Emergency Notification System For The City At No Cost To The City; Providing For Authorization; Providing For Implementation; And Providing For An Effective Date

10. Old Business:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Encouraging Residents, Individuals Using Or Renting Public Facilities, And Businesses To Use Environmentally-Friendly Or Reusable Alternatives To Single-Use Plastics And Expanded Polystyrene Food Service Articles; Providing For Authorization; Providing For Implementation; Providing For Transmittal; And Providing For An Effective Date

B) Discussion of Mural Regulations

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Establishing A Payment-In-Lieu-Of-Parking-Fee Pursuant To Section 150.070.1,

“Miami Springs Overlay Gateway District,” Of The City’s Code Of Ordinances; Providing For Implementation; And Providing For An Effective Date

- B) Discussion of options with Pickleball program

12. Other Business: None.

13. Reports & Recommendations:

- A) City Attorney
- B) City Manager
- C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, April 25, 2022 at 7:00 p.m. at
City Hall, Council Chambers, 201 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Admission to the physical meeting location is on a first-come, first-serve basis and space is limited. Doors will open 30 minutes prior to the meeting start time. The City highly encourages those in attendance to wear facial coverings and abide by social distancing as recommended by the CDC.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNnqUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE PUBLIC MEETING

Dial 305-805-5151 or 305-805-5152

(Alternatively, you may also dial the phone numbers below to join the meeting:
1 (646) 558 8656, 1 (301) 715 8592, 1 (312) 626 6799, 1 (669) 900 9128, 1 (253) 215 8782,
1 (346) 248 7799) **then input the Meeting ID: 863-9512-4146, followed by #.**
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE 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.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Monday, April 11, 2022 7:00 p.m.

City Hall Council Chambers, 201 Westward Drive, Miami Springs, Florida

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

1. **Call to Order/Roll Call:** The meeting was called to order by the Mayor at 7:02 p.m.

Present were the following:

Mayor Maria Puente Mitchell

Vice Mayor Walter Fajet, Ph.D.

Councilman Bob Best

Councilwoman Jacky Bravo

Councilman Victor Vazquez, Ph.D.

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Recreation Director Omar Luna

2. **Invocation:** Offered by Councilman Bob Best

Pledge of Allegiance: Girl Scout Troop 1857 participated in leading the pledge.

3. **Agenda / Order of Business:**

Mayor Mitchell requested that Items 12B be moved up in the agenda, the City Council gave general consensus to consider the items as requested.

4. **Awards & Presentations:**

A) Presentation of Certificate of Sincere Appreciation Plaque to Maria Hernandez-Peraza in Recognition of Five Years and Ten Months of Dedicated Service to the City of Miami Springs (Postponed/Deferred)

This presentation has been postponed indefinitely.

B) Presentation of a proclamation to Milam Family recognizing their contributions to the community

This presentation has been postponed indefinitely.

C) Yard of the Month Award for April 2022 – 249 Hammond Drive – The

Stewart Family

Mayor Mitchell recognized the Stewart Family for their efforts in making their yard standout in the community. She announced that the family was awarded the Yard of the Month Award for April, the Stewart Family were not present to receive their award.

D) Presentation by Lily Azel and Charlie Bibb on Pickle Ball at the Tennis Courts

Recreation Director Omar Luna introduced Lily Azel and Charlie Bibb who then spoke on the advantages of Pickle Ball in the City. They stated that they will return to speak at the next meeting to discuss proposed costs to the City.

E) City Hall Lobby Artist of the Month – April 2022 – Four Miami Girls

Mayor Mitchell introduced Carmen Spanenberg, Edith Lozano, and Marcia de Mello Bueno and Mayor Mitchell who completes the “Four Miami Girls” spoke on the artwork available for sale and all proceeds would go to the proposed War Memorial in Miami Springs.

5. Open Forum: The following members of the public addressed the City Council: There were no speakers at this time.

6. Approval of Council Minutes:

- A) March 28, 2022 – Regular Meeting
- B) March 30, 2022 – Board of Appeals

Councilman Best moved to approve the minutes of the March 28, 2022 Regular Meeting and March 30, 2022 Board of Appeals meeting. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

7. Reports from Boards & Commissions: None at this time.

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement Between Miami-Dade County And The Co-Permitees Named In The National Pollutant Discharge Elimination System (NPDES) Permit No. Fls000003 For Pollution Identification And Control Services In Municipal Separate Storm Sewer Systems (Ms4s); Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Best moved to approve the Resolution as read. Councilwoman Bravo seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

10. Old Business: None at this time.

11. New Business:

A) **Resolution** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving A Contract And Contract Addendum With Fireworks Displays Unlimited, LLC/Fireworks Displays Unlimited, Inc. For The City’s 2022 Fourth Of July Fireworks Display In An Amount Not To Exceed \$18,500.00; Waiving Competitive Bidding Procedures; Providing For Authorization; And Providing For An Effective Date *(Note: Item requires 4/5 vote of Council)*

Assistant City Manager Tammy Romero read the Resolution by title.

Councilman Vazquez moved to approve the Resolution as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Approving An Interlocal Agreement With The Village Of Virginia Gardens Related To Shared Transportation Services; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Vice Mayor Fajet moved to approve the Resolution as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) **Resolution** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs, Florida, Invoking The Zoning In Progress Or Pending Ordinance Doctrine For The Adoption Of Amendments To The City’s Land Development Regulations Pertaining To Murals; Providing For Authorization; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title.

Vice Mayor Fajet moved to prohibit murals. Councilwoman Bravo seconded the motion, after some discussion and clarification Vice Mayor Fajet withdrew his motion.

Vice Mayor Fajet moved to create a framework to allow mural regulations in the NW 36th Street business district, directing staff to create a public input campaign on social media for feedback. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

Vice Mayor Fajet moved to approve the Resolution as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

D) Recommendation by Recreation that Council approve an increase of \$9,000.00 to the City's current open purchase order with Miami Springs Little League to reimburse Miami Springs Little League for baseball umpires fees relating to the shared baseball program, for a total amount no to exceed \$22,500.00

Assistant City Manager Tammy Romero read the recommendation by title.

Councilman Best moved to approve the recommendation as read. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

12. Other Business:

A) Reappointment of Board Member Lynne Brooks to the Parks and Parkways Advisory Board

Vice Mayor Fajet moved to approve the recommendation to reappoint Lynne Brooks to the Parks and Parkways Advisory Board. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

B) Request by Girl Scout Troop Leader Jamell Perez for Girl Scout Troop 1857 donation toward a summer camp trip

Councilman Best moved to approve a donation for \$550.00 towards the trip. Vice Mayor Fajet seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

C) Request by Councilwoman Bravo to discuss the recreational outdoor sports and location options

Councilwoman Bravo stated she would like the City to explore other ways to incorporate outdoor activities for children and adults. She also would like to see

the City explore to acquiring other areas for greenspace opportunities. It was the general consensus of the City Council to recommend that this topic be forwarded to the Recreation Commission for further discussion and recommendations.

D) Request by Councilman Best to discuss City staff to draft a Resolution expressing the City's support for the Ukrainian people

Councilman Best requested that this item be considered for the City's support in the Ukrainian efforts. City Attorney Haydee Sera recited a possible resolution that would indicate the City's support towards the Ukrainian War effort and condemning the attacks led by Russia. Councilman Best moved to approve the Resolution as stated by the City Attorney for the record. Councilman Vazquez seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Fajet, Councilman Best, Councilwoman Bravo, Councilman Vazquez, and Mayor Mitchell voting Yes.

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso had no report at this time. Assistant City Manager Tammy Romero provided a verbal list of upcoming City meetings and events, which may also be found on the City's website.

C) City Council

Councilman Best wished everyone a Happy Easter and had no further report at this time.

Councilwoman Bravo wished everyone a Happy Easter and congratulated Mayor Mitchell for the dedication of the Miami Springs dedication at the library.

Vice Mayor Fajet wished everyone a Happy Easter.

Councilman Vazquez also wished everyone a Happy Easter. He also announced that his daughter, Sophia, will be graduating shortly with her Bachelor's Degree in Hospitality Management in May.

Mayor Mitchell recognized the Woman's Club and Emily Ordinsky and Juan Calvo who put together a replica of the Woman's Club building on display at the library. She expressed her deepest condolences to the Michael Finney family for their loss.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 10:20 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 25th day of April, 2022.*

Maria Puente Mitchell, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: April 25, 2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police

Subject: Key Lock Management System for Miami Springs Police Department

Recommendation: Recommendation by the Police Department that Council approve an expenditure in the amount of \$14,189.94 to KEYper Systems, the lowest responsible quote after obtaining three written quotes (attached), for a KEYper MX 256 Key Management System, along with installation and training, as funds were approved in the FY 21/22 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

Discussion/Analysis: The purchase of the electronic key management system will provide a quality product geared towards the security and accountability of the department’s assets. This purchase will allow the Miami Springs Police Department to have a 24/7 electronic audit of key use by employees in an effort to ensure protection of valuable tools in the department. The software and system provide user history records, authorized user identification, biometric fingerprint access, web-based administration, alerts, and more. The one time purchase fee of the KEYper equipment, will not include any additional or reoccurring yearly service or maintenance fees. An initial 1 year warranty coverage will be included at the time of purchase, in which same can be renewed on a yearly basis as an option, at the discretion of the Police Department for (\$899/year). Overall, the KEYper management system proves to be a benefit to the department. See attached quotes from KEYper Systems (\$14,189.94), Key Control Systems (\$14,200.00), and KeyTrak (\$19,181.48).

Submission Date and Time: 4/16/2022 11:23 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Ariadna Quintana</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Police Machinery & Equipment</u> Account No.: <u>001-2001-521.64-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>N/A</u> Current request: \$ <u>14,189.94</u> Total vendor amount: \$ <u>14,189.94</u>

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF AN ELECTRONIC KEY MANAGEMENT SYSTEM FOR THE CITY'S POLICE DEPARTMENT FROM MARCON INTERNATIONAL, INC. D/B/A KEYPER SYSTEMS IN AN AMOUNT NOT TO EXCEED \$14,189.94; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") is in need of an electronic key management system (the "Equipment") for the City's Police Department (the "Department") to provide a 24/7 electronic audit of key use by employees in order to protect the Department's valuable tools; and

WHEREAS, in accordance with Section 31-11(c)(2) of the City's Code of Ordinances (the "Code"), the City requested three quotes to purchase the Equipment, anticipating that the good faith estimate total cost would not exceed \$25,000; and

WHEREAS, Marcon International, Inc. d/b/a KEYper Systems ("Vendor") submitted a quote totaling \$14,189.94 for the Equipment attached hereto as Exhibit "A" (the "Quote"), which Quote includes installation and training for the Equipment; and

WHEREAS, pursuant to the procurement process and the recommendation of the City Manager, the City Council desires to approve the purchase of the Equipment from the Vendor consistent with the Quote in an amount not to exceed \$14,189.94; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Equipment pursuant to Section 31-11(c)(2) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to purchase the Equipment from the Vendor consistent with the terms and

conditions of the Quote attached hereto as Exhibit "A," and to expend budgeted funds in an amount not to exceed \$14,189.94.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of April, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



Prepared for:

Carlos Nunez

Miami Springs Police Department

(305)887-1444

cnunez@mspd.us

201 Westward Drive

Miami, FL 33166

United States

Prepared by:

lee.carroll@keypersystems.com

Date Prepared:

3/23/2022

Corporate Headquarters

5679 Harrisburg Ind. Park Dr., Harrisburg, NC 28075

704-455-9400

www.keypersystems.com



KEYper Systems

Key Management Simplified

Carlos Nunez
Miami Springs Police Department
201 Westward Drive
Miami, FL 33166
United States

Dear Carlos:

Thank you for your interest in the KEYper® Systems Electronic Key Management System(s). We proudly manufacture quality products geared toward the security and accountability of your assets. We at KEYper® Systems look forward to assisting you in solving your key and asset control needs.

Features Include:

- Digital photo of each login
- Biometric fingerprint access
- Email/SMS alerts
- Web-based administration and dashboard
- Custom reporting and analytics tools
- Easy expansion with modular design
- Wall mount configuration

Optional Features Include:

- DMS Integration
- Thermal Label Printer for stock tags
- Cabinet Stand
- Key Mapping
- KEYper Go Mobile Application



Best Regards,

KEYper Systems
lee.carroll@keypersystems.com



KEYper® MX Electronic Key System Specs

I. Purpose and Software:

The purpose of the KEYper® Systems electronic key control system(s) is to provide a 24/7 electronic audit of key use by employees. The employee uses either a PIN number, biometric fingerprint scan, prox card or swipe card of the user to access the system. Proprietary software tracks every transaction by authorized users, and denies access to unauthorized users.

- Windows® 10 IOT operating system, Web-based key management software to secure facility keys and track key usage.
- Software provides full transaction audit trail with the ability to filter reports to show:
 1. User History
 2. Asset/Key History
 3. Asset/Keys Out by Days
 4. Unauthorized Asset/Key Removal
 5. Daily Transaction Recap
 6. Time Limit for Keys Out
- Custom User Access Groups controls user access by time, date, and number of keys allowed.
- Any unauthorized removal of key triggers an alert via immediate reporting via email showing the User as well as the time and date of the action.
- Access to system can be specified as either PIN code or biometric fingerprint or proximity card.
- All reports are screen viewable, printable and can be emailed to multiple designees.
- Cabinet constructed of 16-gauge steel with powder coat finish.

II. Hardware

- Electrical requirements: universal 100-240 VAC, 60/50 Hz, single phase; NEMA standard plug, UL or IEC approved
- Built-in System Controller with ELO1090L touch screen display; Intel NUC Kit NUC6CAYH CPU (*optional NUC7i5DNHE with hardware TPM security module)
- Supplied with Surge Protector 450 Volts, 375VA, 120 VAC (optional)
- Digital Persona Biometric Reader built into key cabinet; Magnetic Swipe or Proximity Card Reader may be substituted.
- Fob Reader.
- RJ45 cable for cabinet to cabinet connection (if multiple cabinets).
- Key Cabinet wall mounted.
- Networking across multiple systems available.
- Administration functions performed via web application to add and delete User's, keys, key data, set User profiles and all other administrative roles; Internet Explorer 8.0 required or higher.

III. Tech Service & Limited Warranty

One (1) Full Years of Hardware and Software support via phone and eBlvd, with 12-month hardware warranty against manufacturer's defects. Please refer to Extended Warranty & Support agreement page for warranty terms and conditions.

IV. Key Cabinet Capacity Sizes and Dimensions for Wall Mounted Cabinets:

- MKE32/56 65lbs 14.25"x27"x11"
- MKE32/64/96/128 120lbs 25"x27"x11"
- MKE160/192/224/256/288 180lbs 46"x27"x11"



Networking

Definition:

Networking is defined as two or more KEYper® Systems Key Management Systems routed to one another through a Customer's network. Networking allows the Customer to do the following:

- View key inventory among all systems on the network
- Move key inventory from one key system on the network to another and update the system once key is placed into the new cabinet/system
- Manage Users across the entire network of systems
- View reports of all key systems on the network

Important Notes:

- Networking does not track vehicle location on a lot as in lot blocking.
- KEYper® Systems Key Management Systems will communicate with virtually no additional setup **ONLY** if Customer's network is configured properly.
- In a Network System environment, one system will be designated as the server; all other systems will be designated as clients. Connectivity to the server system is required at all time for the client systems to function.
- KEYper® Systems Key Management Systems will communicate across subnets and a VPN, but may require configuration changes on the Customer's network by the Customer's IT department.
- **If more than 4 KEYper® Systems Key Management Systems are to be networked together, an external server is required.**
- Up to 20 KEYper® Systems Key Management Systems can be networked together via the use of external servers.

Administration with Networking:

Administration functions for the KEYper® Monarch key system is done through a web portal through an Internet Explorer application. Setting up User's and User profiles, keys and report generation is all done through this web portal. The KEYper® Administration console may be accessed at any computer with access to the same network as the key system.

It is the Customer's responsibility to complete the Site Preparation Agreement with all requested information regarding the IP addresses, email addresses and server information and return it to the KEYper® Technical Service Department.

Signature

Printed Name/Title

Date

Customer Signature Acknowledgement of Networking Functions & Requirements



Installation Process for KEYper® Key Management System

To ensure complete satisfaction of your KEYper® System Key Management System, our Customer Support team will contact you via email with tracking information, and to arrange an installation and/or training appointment when your system is ready to ship. Training can be completed on-site as well as online.

The following checklist represents the items the Customer must complete prior to scheduling the installation appointment:

- Must complete Site Preparation Agreement *prior* to scheduling of installation of KEYper® Key Management System
- Will provide KEYper® Systems Tech Department with needed IP addresses, server information and email addresses to set up email reports and internet connection port
- Will make a suitable location available for Key Management System to reside so that all Users' may have unimpeded access to operation of Key system, including cabinet door to open to the right of cabinet
- Must have a desk, table or kiosk ready at time of installation for the PC and monitor
- Will have wall mount installed on the wall *prior* to arrival of the KEYper® Installer and *assume responsibility* for the proper installation of wall mount*
- Will provide a minimum of **two (2)** Key System Administrators for training at time of scheduled installation
- Will ensure power and internet connection at site of Key system prior to install
- Provide internet connection and data cable for system

*Customer assumes all responsibility for the proper installation of the wall mount and waives and hereby releases KEYper® Systems from any and all property or personal injury claims that are brought by any employee of Customer or any third-party related, in any fashion, to the installation of the wall mount.

KEYper® Installation Responsibilities:

- Mount KEYper® Systems Key Management System in location designated by the Customer (assuming location allows proper operation of the Key Management System)
- Will configure email notifications with email addresses and server information
- Will set up **ten (10)** keys in the KEY DATA file during training for the Key System Administrators - (*Customer may purchase Key Setup prior to installation for full key setup.*)
- Will complete the Training Acknowledgement document with the two Key System Administrators at completion of training to acknowledge their understanding of the features, functions and operation of the KEYper® key system
- Will set up Networking or Remote Administration features only IF these functions have been purchased by the Customer and the proper information has been provided*
- Remainder of keys shall be entered into Key Data file by the 2 Key System administrators as part of their training and understanding of the key system functions.
- If Customer purchases Key Data Setup prior to installation, KEYper® must receive from Customer the key data file in a .CSV file to be input prior to shipment.

Signature

Printed Name/Title

Date



KEYper® Systems Limited Warranty & Support Agreement And Extension Options

KEYper® Systems believes in the quality of its products and warrants that they will be free from manufacturing defects, as more fully defined herein, for a period of twelve (12) months from the date of installation. The sole remedy for this Limited Warranty is replacement of the defective part(s), product or software, at the discretion of KEYper® Systems. For the first ninety (90) days from the date of installation, KEYper® will provide onsite warranty support at no cost to the Customer. After the initial ninety (90) day period, onsite technical support will be charged at the rates below. This Limited Warranty only covers products purchased from and installed by KEYper® Systems and excludes any claim related to improper use, lack of proper maintenance, use of unauthorized replacement parts, installation by any party other than KEYper® Systems, and ACTS OF GOD. After the conclusion of the one-year warranty period, Customer can purchase a warranty extension as outlined below.

THE LIMITED WARRANTY PROVIDED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REPLACEMENT OF ANY FAILED PART OR SOFTWARE IS THE SOLE REMEDY UNDER THIS LIMITED WARRANTY, AND ALL OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES ARE HEREBY WAIVED.

System Hardware. Customer acknowledges and assumes responsibility to replace hardware should System Upgrade warrant updating hardware in compliance with system requirements for new upgraded software.

Web Administration, Technical Support, diagnostic evaluation and software updates
require an "always on" internet connection using Internet Explorer 8.0.



Warranty Period Extension Options:

Standard Package

\$499 annually per system

- Includes the following:
 - Telephone Support
 - Web Based Support
 - Software Updates for Current Version
- Excludes claims related in any fashion to the System Hardware

Premier Package

\$899 annually per system

- Includes the following:
 - Standard Package
 - Cabinet Hardware
 - Outbound Shipping & Handling Charges (*Ground Shipping only*)
- Excludes the following:
 - Claims related to Branded PC's and Monitors
 - Claims related to Zebra and Datamax Label Printers
 - Claims related to Branded Touchscreens
 - Claims related to any provided Apple iPads

Premier Plus Package

\$1,499 annually per system

- Includes the following:
 - Premier Package
 - Computer, monitor, and peripherals
 - Inbound and Outbound Shipping and Handling Charges (Express Overnight)
- Excludes all claims related to any provided Apple iPads

Requires 2-week activation period if system warranty has expired.

Non-Warranty Rates

- Technical Support \$125/hour (1-hour minimum)
- Replacement Parts charges quoted on as-needed basis.
- On-Site Tech Support visits will be subject to fees after initial 90-day warranty period for new systems.
- All systems are subject to a \$250 reactivation fee if the system warranty has expired.
- Warranty is not transferrable without written consent of KEYper® Systems.



KEYper® GO Application Option

KEYper® GO: It's unbelievably simple. Our innovative new mobile app takes convenience and simplicity to the next level. Check out and reserve keys, check the status of keys in real-time, and notify co-workers when they have the key you need – all from your mobile device.

How It Works

Download the KEYper® GO app to your mobile device, and have your system administrator activate your device. Now you are ready to enter the world of mobile key control. Now that you are logged into KEYper GO, you can see the real-time status of all your keys and assets throughout your entire organization. With the simple touch of a button, you can select keys for immediate check out. You can also reserve them to be picked up at a later time or date. If the key you are looking for is already checked out to another co-worker, KEYper® GO can notify them via SMS message that you are looking for that key. With less time spent checking out keys, you'll have more time to focus on your clients and responsibilities.

- Compatible with most iOS and Android devices
- Can be configured over your Wi-Fi or cellular network
- Patent pending

KEYper® GO Agreement

(Applicable only to KEYper GO Subscribers)

A separate agreement, specifically for KEYper® GO, must be entered prior to activation of the application.

Annual Service

A standard subscription to KEYper® GO includes 1 year of service with unlimited user accounts. Customer will be invoiced for the service and any applicable taxes. Customer may pay by check or credit card.

Three Year Commitment Option

A discount may be offered if a Customer agrees to commit to three (3) years of KEYper® GO service. In order to receive the discounted pricing, the Customer must provide a credit card for payment. The annual service fees, plus any applicable taxes, will be automatically charged to the Customer's card in the month of your annual renewal. Unless the Customer provides written notice within ninety (90) days before the expiration of the initial three (3) year term, the KEYper® Go agreement will be extended for an

additional one (1) year term and will continue to renew on a year-by-year basis unless the Customer provides written notification of cancellation within ninety (90) days before the expiration of any renewal period. No refunds or credits will be given for unused or partially used services. Early termination fees equal to the difference between the standard annual fee and the discount provided to the Customer under the three (3) year agreement will apply if service is discontinued prior to the end of the 3rd year and will be charged to the credit card on file.

Terms

Net/30. If the invoice is not paid in full within 30 days of receipt, service will be terminated. No refunds or credits will be given for unused or partially used services. An exception to the net/30 terms will be made for any promotional and/or trial periods offered from time-to-time.



Solution Summary

QTY	ITEM NUMBER	DESCRIPTION	MSRP	UNIT PRICE	TOTAL PRICE
1	MKE256XC	KEYper MX 256 Complete Dimensions: 49" Tall x 27" Wide x 11" Deep System Includes: Elite Software Touch Screen Interface User Recognition Camera Biometric/Fingerprint Log-in 1 Desktop FOB readers Sturdi-Fobs (qty: 256) Tamper Seals (qty: 300) Wall Mount(s) Stand Mount available as an optional purchase Notice - It is the responsibility of the customer to install wall mount	\$15,350.000	\$12,334.000	\$12,334.00



1	A275ES	<p>KEYper Professional Installation and Training</p> <p>Includes:</p> <ul style="list-style-type: none"> • Mount KEYper® Systems Key Management System in location designated by the Customer (assuming location allows proper operation of the Key Management System). The Customer is responsible for installing the wall mounts. KEYper will install the cabinets onto the wall mounts. • Configure email notifications with email addresses and server information • Set up ten (10) keys in the KEY DATA file during training for the Key System Administrators - (Customer may purchase Key Setup prior to installation for full key setup.) • Complete the Training Acknowledgement document with the two Key System Administrators at completion of training to acknowledge their understanding of the features, functions and operation of the KEYper® key system • Establish Networking or Remote Administration 	\$1,500.000	\$1,500.000	\$1,500.00
1	A600	<p>STAND w/ Back Foot - key system not included (will accommodate 1 system and 1 add-on cabinet per stand)</p>	\$899.000	\$899.000	\$899.00



1	ATX020	Battery Back-Up APC BE425M UPS (6 outputs)	\$60.500	\$60.500	\$60.50
Second Option					
1	MKE256XPC	KEYper MX Plus Lock-In 256 Complete Dimensions: 49" Tall x 27" Wide x 11" Deep System Includes: Elite Software Touch Screen Interface User Recognition Camera Biometric/Fingerprint Log-in 1 Desktop FOB readers Sturdi-Lock Fobs (qty: 256) Tamper Seals (qty: 300) Wall Mount(s) Stand Mount available as an optional purchase Notice - It is the responsibility of the customer to install wall mount	\$21,420.000	\$21,420.000	\$21,420.00

Order Total

		Equipment SubTotal	\$13,894.50
		Estimated Sales Tax	\$0.00
		Shipping	\$295.44
		Total (One Time)	\$14,189.94
		**Pricing Valid for 30 days from creation of quote. **	
Monthly Payment options	[] Terms Purchase (purchase amount \$14,189.94)		



KEYper Systems

Key Management Simplified

Billing email address	cnunez@mspd.us
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Freight/Shipping charges TBD unless specifically stated.

The Customer acknowledges that he has read the agreement, understands it and agrees to be bound by its terms. Customer agrees that it is the complete and exclusive statement of this agreement between the parties which supersedes all proposals, oral or written, all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be modified or rescinded except by written instrument signed by both the Customer and by a duly authorized officer of KEYper® Systems. Shipment will be made from Seller's manufacturing location in the United States, or such other U.S. point of shipment as specified by Seller. Title to the Product and risk of loss shall pass to the Buyer at the time of the delivery of the Product to a common carrier. Payment for all equipment, warranty and freight is due and payable 30 days after shipment date. Payments received after the stated invoice due date will be subject to a late fee equal to 1.5% per month on the outstanding balance. Invoice begins accruing on the invoice due date. Past due invoices may be referred to a collection agency. Customer agrees to pay all reasonable attorney's fees or collection agency fees for any invoice referred to an attorney or collection agency.

All Pricing and Costs in US Dollars, and does not include duties, taxes and customs or brokerage charges.

All Credit Card transactions will incur a 2% processing fee.

Title to products does not pass until the products have been paid for in full. KEYper® Systems reserves the right to use self-help and may repossess any products on any invoice that remains unpaid after 30 (thirty) days. KEYper® Systems reserves the right to enter the Customer's premises if necessary to repossess any such products. In the event that KEYper® Systems has to institute any action to collect any outstanding fee, charge, payment or product, the Customer will be liable for any costs and reasonable attorneys' fees related to such action. This agreement shall be governed by the law of North Carolina, and any disputes related to this agreement shall be heard exclusively, and with such Courts having exclusive jurisdiction, in the Courts sitting in North Carolina.

Miami Springs Police Department
Association:
201 Westward Drive
Miami, FL 33166
United States

IMPORTANT:
BECAUSE THIS .PDF QUOTE IS CREATED AT THE TIME THE QUOTE IS SENT TO THE CUSTOMER AND MAY CONTAIN OPTIONAL ITEMS THAT THE CUSTOMER HAS ELECTED TO REMOVE FROM THE PURCHASE, CUSTOMER MUST APPROVE THE QUOTEVALET WEB QUOTE VERSION TO ORDER.

IF A .PDF COPY IS MANDATORY, PLEASE REQUEST FROM SALES EXECUTIVE.

NO OPTIONAL ITEMS MAY BE INCLUDED ON THE WEB QUOTE IF A .PDF VERSION IS PROVIDED.

All Quotes valid for 30 days unless otherwise stated. Sales Tax is estimated. Slight variation in tax can occur in final invoice. Title to the product and risk of loss shall pass to the buyer at the time of delivery of the product to a common carrier.

Payment for all equipment, warranty and freight is due and payable 30 days after shipment date. Payments received after the stated invoice due date will be subject to a late fee equal to 1.5% per month on the outstanding balance. Invoice begins accruing on the invoice due date. Past due invoices may be referred to a collection agency. Customer agrees to pay all reasonable attorney's fees or collection agency fees for any invoice referred to an attorney or collection agency.



PURCHASE QUOTE

Deal #: DIFIORGU051021084247 - 01

December 13, 2021 12:17 PM

ACCOUNT	CUSTOMER NAME	CUSTOMER ADDRESS
K05574	MIAMI SPRINGS POLICE DEPARTMENT	201 WESTWARD DR MIAMI SPRINGS, FL 33166-5295

ACCOUNT	SHIP TO NAME
K05574	MIAMI SPRINGS POLICE DEPARTMENT

QTY	GUARDIAN ITEMS
1	VCP (NEW INSTALL) VCP (Versatile Command Panel) Includes 15" Touch Screen, Fingerprint ID, USB Keyboard, Motion Sensing Security Camera, Mounting Kit, Guardian Software License, WEB Plus, and Automated Report Generator.
1	VSP 2.0 BASE - NO KEY OR BLANK Includes VSP 2.0 Base unit, 15" Touch Screen, Fingerprint ID, Motion Sensing Security Camera, Drywall Mounting Kit, Guardian Software License, WEB Plus, and Automated Report Generator.
1	GUARDIAN 240 SHORT DRAWER PACKAGE (NEW INSTALL) Includes (1) Guardian 240 SHORT Lighted Key Drawer with 250 Key Tags.
1	12 LOCKDOWN KEY MODULE, CLEAR DOOR (NEW INSTALL) Includes Clear Door, 12 Lockdown Key Positions, 20 x 1.25 D rings.
1	BLANK COVER (NEW INSTALL) Includes a Metal Blank Cover (Black). Covers unoccupied modular compartment.
1	PEDESTAL SINGLE DRAWER CABINET Pedestal Single Drawer Cabinet
1	FLEXNET (NEW INSTALL) Wireless device for communication between KeyTrak and WEB Plus. Must be set up on Customer's established wireless LAN.
1	GUARDIAN RESERVATION PLUS (NEW INSTALL) Software feature that enables Customers to reserve keys or assets and generate reports on reserved items.

If applicable - Sales Tax and governmentally imposed fees must be included on Purchase Order.

Sub-total	\$19,181.48
Installation, Training and Freight	Included
One Year Support	Included
Total Expenditure for Purchase	\$19,181.48

ONE YEAR INCLUDED SUPPORT: If a KeyTrak product is listed above, KeyTrak, Inc. ("KTI") will provide one (1) year software phone support (24 hours a day, 365 days a year) as well as one (1) year hardware support on a repair by replacement basis ("Depot Maintenance Service"). If Guardian or Key Systems product is listed above, KTI will provide one (1) year software phone support (24 hours a day, 365 days a year) as well as one (1) year hardware support, either Depot Maintenance Service or On-Site Maintenance Service, at KTI's sole discretion.

The following must be included on all Purchase Orders: The terms and conditions located at www.keytrak.com/docs/SLGT43836 have been reviewed and accepted. Customer acknowledges and agrees that any pre-printed or other terms and conditions contained in Customer purchase orders, or other Customer documents, which conflict with the terms and conditions of this Agreement, or which increase the scope of KTI's obligations or its potential liability hereunder, shall be of no force or effect.

Alternative solution if this language is not included in full on the Purchase Orders: The terms and conditions located at www.keytrak.com/docs/SLGT43836 must be reviewed and accepted before the order can be processed. Acceptance includes entering the name of the Issuer, the PO number and clicking "accept" at the bottom of the page.

Initials: _____



PURCHASE QUOTE

Deal #: DIFIORGU051021084247 - 01

December 13, 2021 12:17 PM

Payment Address:

KeyTrak, Inc.
P.O. Box 4346
Dept. 663
Houston, TX 77210-4346
1 (713) 718-1800

Billing Email Address



AGENDA MEMORANDUM

Meeting Date: April 25, 2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police

Subject: LETF Purchase – MSPD Rental Car Program

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Enterprise Leasing Company of Florida, LLC, utilizing Southeast Florida Governmental Purchasing Cooperative Group’s Bid No. 17-C-053 (attached) for Undercover Vehicle Rental Services, valid through 8/31/2023, in the amounts of \$15,598.75 for the monthly rental of four vehicles from May 1, 2022 through September 30, 2022 in FY 21/22 and \$34,317.25 for the monthly rental of four vehicles from October 1, 2022 – August 31, 2023 in FY 22/23, as these funds qualify for expenditure from the Police Law Enforcement Trust Fund, as funds are in the projected FY 21/22 Budget, pursuant to Section §31.11 (C)(2) of the City Code. **Federal Statute:** Civil Asset Forfeiture reform Act, PL 106-185.

Discussion/Analysis: On October 25, 2021 council approved a purchase order with Royal Rent-A-Car Systems of Florida for the monthly rental of four vehicles for a 12-month period, for \$3,168 a month through 9/30/2022 utilizing Miami-Dade County’s Bid No. 8809-0/19. In March 2022 Royal Rent-A-Car Systems advised the Police Department that prices would be increasing from their current rates reflected on Miami-Dade County’s Bid No. 8809-0/19 which the police department is currently piggybacking off of, for a total increase of 33.9%, based on the October 2021 PPI applicable on the Bureau of Labor Statistics website. Staff confirmed the increase with Miami-Dade County in which MSPD currently pays \$38,016 per FY, the new increase would total \$50,903 per FY, a total increase of \$12,887 per FY. Upon further research, staff found an alternate piggyback option with the City of Coral Springs Bid #17-C-053, Undercover Vehicle Rental Services for SE FL Governmental Purchasing Cooperative Group, valid through 8/31/2023, in which the rates are as follows:

Royal Rent-A-Car Systems Vehicle Class and Monthly Rate (Current Vendor)	Enterprise Leasing Company of Florida Vehicle Class and Monthly Rate (Proposed Vendor)
Class IV \$792.00	Class IV \$797.13
Class IV \$792.00	Class IV \$797.13
Class IV \$792.00	Class IV \$797.13
Class III \$792.00	Class III \$728.36
Total Per Month \$3,168.00	Total Per Month \$3,119.75
Total Per FY \$38,016	Total Per FY \$37,437
	*Total Yearly Savings of \$579.00

Staff believes it is in the best interest that the City Council approve the issuance of a Purchase Order to Enterprise Leasing Company of Florida, LLC, in which not only will the City avoid a 33.9% increase commencing April 1st 2022, but will be saving a total of \$579/per FY based on our current rates, by switching vendors from Royal Rent-A-Car Systems to Enterprise Leasing Company of Florida, LLC.

Submission Date and Time: 4/7/2022 9:11 AM

<p>Submitted by:</p> <p>Department: <u>Police Department</u></p> <p>Prepared by: <u>Ariadna Quintana</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Approved by (sign as applicable):</p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Funding:</p> <p>Law Enforcement Trust Funds</p> <p>Dept./ Desc.: <u>Rentals & Leases</u></p> <p>Account No.: <u>650-2010-521.44-00</u></p> <p>Additional Funding: <u>N/A</u></p> <p style="text-align: right;"><i>FY21/22</i></p> <p>Current Request: \$ <u>15,598.75</u></p> <p>FY22/23 Request: \$ <u>34,317.25</u></p> <p>Total vendor amount: \$ <u>49,916.00</u></p>
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RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER FOR RENTAL OF UNDERCOVER/UNMARKED POLICE VEHICLES TO ENTERPRISE LEASING COMPANY OF FLORIDA, LLC IN AN AMOUNT NOT TO EXCEED \$15,598.75 FOR FISCAL YEAR 21/22 AND AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR FISCAL YEAR 22/23 BY UTILIZING THE TERMS AND CONDITIONS OF CITY OF CORAL SPRINGS BID #17-C-053, UNDERCOVER RENTAL SERVICES FOR SE FL GOVERNMENTAL PURCHASING COOPERATIVE GROUP, PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) Police Department is in need of renting vehicles on a monthly basis for use as undercover/unmarked police vehicles (“Services”) to protect the safety of the City’s residents and visitors and to facilitate the provision of day-to-day operations of the City’s Police Department; and

WHEREAS, the City Council desires to authorize the rental of four vehicles on a monthly basis from May 1, 2022 through September 30, 2022 in an amount not to exceed \$15,598.75 and four vehicles on a monthly basis from October 1, 2022 through August 31, 2023 for the City’s Police Department in an amount not to exceed budgeted funds (collectively, the “Police Vehicle Rentals”); and

WHEREAS, the City of Coral Springs (the “City”) as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group issued Invitation to Bid No. 17-C-053 for the Services and competitively awarded a contract (the “Contract”) to Enterprise Leasing Company of Florida, LLC (the “Vendor”) for the Services; and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City's Code of Ordinances, the City Council seeks to authorize the City Manager to issue a purchase order to the Vendor for the Police Vehicle Rentals consistent with the terms and conditions of the Contract; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That pursuant to Section 31-11(E)(5) of the City Code, the City Council hereby approves the purchase of the Police Vehicle Rentals.

Section 3. Authorization. That the City Manager is authorized to issue a purchase order for the Police Vehicle Rentals consistent with the terms and conditions of the Contract in an amount not to exceed \$15,598.75 for Fiscal Year 21/22 and not to exceed budgeted funds for Fiscal Year 22/23.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the City Attorney as to form and legality, and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet _____
Councilman Bob Best _____
Councilman Jacky Bravo _____
Councilman Dr. Victor Vazquez _____
Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this 25th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



DATE: March 21, 2017

RFP NO. 17-C-053

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

**UNDERCOVER VEHICLE RENTAL SERVICES FOR
S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, April 12, 2017. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Roxanne Sookdeo
Purchasing Agent II



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-three (43) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

I. STATEMENT OF THE WORK

A. Objective:

Solicit competitive sealed proposals from qualified contractors to furnish undercover vehicle rental services for the City of Coral Springs and those listed within the Scope of Services. This is a cooperative Request for Proposals issued by the City of Coral Springs, acting as Lead Agency on behalf of the participating agencies in the Southeast Florida Governmental Purchasing Cooperative Group, referenced within this Request for Proposals. Any reference to a single entity shall apply to all participating agencies.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded contractor.

Some co-op agencies may currently have a contract in place for the services listed herein. Those entities may participate in this contract at the expiration of their current contracts.

B. Services Required by the City:

Contractor shall:

- Provide a vehicle rental program for the City of Coral Springs. The City's intended use is for undercover investigation and surveillance.
- Provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for rental.
- Provide a rental program, which would allow the City to exchange vehicles or replace vehicles at any time at any of the vendor's locations in South Florida.

II. SCOPE OF SERVICES

Vehicle Usage

The vehicles will be primarily used within the boundaries of the applicable City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum number of rentals or estimated annual expenditure will be listed on the pricing page.

Vehicles To Be Provided

*Proposer shall provide a list of vehicles that are available for rental.

*The City shall be permitted to exchange vehicles at any location in the South Florida region within each of the categories. Provide a list of locations from where vehicles may be rented or exchanged.

City shall be able to rent vehicles on a short-term basis (less than 1 month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances.

*Maintenance of Vehicles

Please describe how routine service checks should be handled for all agencies.

Modifications of Vehicles

City may apply, at own expense, window tinting to any rental vehicle. City may also install any electronic equipment deemed necessary to any rental vehicle with the understanding that said installation will not cause permanent damage to the vehicle. Any costs incurred to remove equipment shall be the City's responsibility.

Mileage Limits

Vendor shall include at least 3,000 miles in the monthly cost of each rental vehicle.

Term

Contract term shall be for two (2) years with two (2) additional two (2) year renewal terms available.

Rental Rates

Rental charges quoted shall remain firm for the initial two (2) year term of the contract. For each successive two (2) years, renewal term, the monthly rental charges are subject to increase in accordance with the preceding two-year's Consumer Price Index (CPI) for All urban Consumers, All Items (1982-1984). In no event shall the price adjustment exceed five (5) percent.

*Tolls

City shall pay for tolls as a pass-through cost. Please explain how toll-by-plate charges will be handled.

*Roadside Service

Roadside assistance shall be included. (Proposer must describe the level of service available.)

If vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately at no additional charge while the damaged vehicle is being repaired.

Vehicle Tags and Fees

Contracted vendor shall be responsible for all tags and registration fees for rental vehicles.

Participating Agencies -

See Attachment A.

III. PROPOSAL REQUIREMENTS

1. Scope of Services Proposed

Clearly describe the scope of services proposed, inclusive of your ability to service the geographically diverse entities participating in this RFP. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

Proposer may choose to provide different categories (no more than 5) of vehicles with related monthly rental charges. Proposer shall provide the year, make, and model of all rental vehicles available under each category.

Proposer must address each of the questions in the Scope of Services, indicated by an asterisk (*).

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Undercover Vehicle Rental Services will be brought to bear on the proposed services.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

3. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

4. Price Proposal

Submit your signed, firm, fixed fee performance-based price proposal for providing all services, materials, etc., required for provision of services in accordance with your technical proposal.

5. Proposal Copies

Submission of one (1) marked original, three (3) copies and one electronic copy (thumb drive or CD) of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Roxanne Sookdeo, Purchasing Agent II.

6. Addenda, Additional Information – Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Offertory's become part of this Request for Proposal and the resulting contract. This proposal form shall be signed by an authorized company representative, dated and returned with the proposal.

No negotiations, decisions or actions shall be initiated or executed by the Offer or as a result of any discussions with any City employee. Only those communications, which are in writing from the Purchasing Administrator, may be considered as a duly authorized expression. Also, only communications from Offertory that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offer or.

IV. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>POINT RANGE</u>
Scope of Services Proposed	35
Firm Qualifications & References	25
Price	40

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

The successful proposer shall be required to execute a City contract covering the scope of services to be provided and setting fourth the duties, rights and responsibilities of the

parties. This contract must be executed by the successful proposer prior to recommendation of award and presentation to the City Commission.

V. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	3/21/17
2. Opening of Proposals	4/12/17
3. Proposal Evaluations	4/17/17-5/12/17
4. Contract Negotiations	5/15/17-5/26/17
5. Award of Contract	6/21/17

CITY reserves the right to delay scheduled dates.

VI. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) References
 - (g) Certificate(s) of Insurance

VII. AWARD OF CONTRACT

The contract or contracts shall be awarded to the responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

Be advised that the CITY is prepared to award individual contracts for each service or multiple services or any other combination of services as CITY deems in its best interests.

VIII. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO: 17-C-053
UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

3.2 The Offeror, by and through the submission of a Proposal, agrees that he shall be held responsible for having familiarized himself with the nature and extent of the services and any local conditions that may affect the services to be provided.

4. SPECIFICATIONS

- 4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

5. INTERPRETATIONS AND ADDENDA

- 5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, he shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 6.2 All prices and costs for equipment shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.
- 6.3 The Proposal Price shall include all permit fees, royalties, license fees and other costs arising from the use by such design, equipment and/or materials in any way involved in the work.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on rentals of real property to 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.

9. CONFLICT OF INTEREST

9.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

10. SUBMISSION OF PROPOSALS

10.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

10.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

10.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

- 10.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 10.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "**PROPOSAL FOR UNDERCOVER VEHICLE RENTAL SERVICES** THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.
- 10.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 10.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

11. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 11.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident,

then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

12. REJECTION OF PROPOSALS

- 12.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 12.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

13. QUALIFICATIONS OF OFFERORS

- 13.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 13.2 As a part of the proposal evaluation process, City may conduct a background investigation, including a record check by the Coral Springs Police Department of offeror. Offeror's submission of a proposal constitutes acknowledgment of the process and consent to such investigation.
- 13.3 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.
- 13.4 City reserves the right to make a pre-award inspection of the Offeror's facilities and equipment prior to award of Contract.

14. ENVIRONMENTAL REGULATIONS

- 14.1 City reserves the right to consider Offeror's history of citations and/or

violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify City immediately of notices of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to offerors.

15. INSURANCE

15.1 Offeror shall submit a certificate(s) of insurance evidencing the required insurance together with the Proposal. Failure to do so may cause rejection of the Proposal.

15.2 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

15.3 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

\$ 1,000,000 Combined Single Limit, Bodily Injury and Property
Damage Liability per occurrence

15.4 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

15.5 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

15.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

15.7 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

- 15.8 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 15.9 The Successful Offeror shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 15.10 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 15.11 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Offeror shall thereupon cease and terminate.

16. INDEMNIFICATION

- 16.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.
- 16.2 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Offeror agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.
- 16.3 The Successful Offeror shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 16.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Offeror under the indemnification

agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

17. RISK OF LOSS

17.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be carried by Successful Offeror until the delivery and installation of the equipment to CITY's premises, and inspection and acceptance of the equipment by CITY. Title to equipment shall pass to CITY upon acceptance by CITY.

18. WARRANTIES

18.1 Warranty of Merchantability: Successful Offeror warrants that all equipment and materials to be supplied pursuant to the Agreement will be merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.

18.2 Warranty of Fitness for a Particular Purpose: Successful offeror warrants the equipment shall be fit for and sufficient for the purpose(s) intended. The proposal(s) for which the equipment covered by the contract is intended is: lease of vehicles for investigative and undercover work.

18.2.1 Successful offeror understands and agrees that CITY is purchasing the equipment in reliance upon the skill of Successful Offeror in furnishing the equipment suitable for the above-stated purpose. If the equipment cannot be used in the manner stated in this Paragraph, then City, at its sole discretion may return the parts to successful offeror for a full refund of any and all moneys paid for the parts.

18.3 Warranty of Title: Successful Offeror warrants that all equipment delivered under the contract shall be of new manufacture and that Successful Offeror possesses good and clear title to said equipment and there are no pending liens, claims or encumbrances whatsoever against said equipment.

18.4 Successful Offeror warrants that there has been no violation of copyrights, patent rights or licensing agreements in connection with the work of the contract.

18.5 Successful Offeror warrants to CITY that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

18.6 Successful Offeror warrants to CITY that it is not insolvent, it is not in

bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

18.7 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

18.8 All warranties made by Successful Offeror together with service warranties and guaranties shall run to CITY and the successors and assigns of CITY.

19. TAXES

19.1 Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

20. TERMINATION FOR CAUSE AND DEFAULT

20.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF CITY

21.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and

refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

22. AUDIT RIGHTS

22.1 City reserves the right to audit the records of Successful Offeror at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by City. If required by City, Successful Offeror shall agree to submit to an audit by an independent certified public accountant selected by City. Successful Offeror shall allow City to inspect, examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the contract.

23. ASSIGNMENT

23.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

23.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

24. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

25. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the Seventeenth Judicial Circuit for Broward County, Florida.

26. COST ADJUSTMENTS

26.1 The cost(s) shall remain firm for the initial two (2) year contract term. Any requested cost increase shall be fully documented and submitted in writing to the Purchasing Administrator at least ninety (90) days prior to the beginning any two (2) year contract renewal term or at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective after the first two (2) year contract term or upon the renewal date of the contract.

ATTACHMENT "A"

**RFP 17-C-053
UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

ESTIMATED ANNUAL USAGE

MUNICIPALITY	CLASS I- (compact vehicles)		CLASS II- (midsize sedans, small SUVs)		CLASS III- (full size sedans, midsize SUVs, minivans, reg size pickups)		CLASS IV- (large sedans, large Pickups, large SUVs)		CLASS V- (premium vehicles)	
	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12	Mo. A	Yr. Ax12
Coral Springs, City of					12	144				
Boca Raton, City of					14	168				
Coconut Creek, City of					8	96				
Davie, Town of					5	60				
Ft. Lauderdale, City of							22	264	4	48
Hallandale Beach, City of			10	120						
Lauderhill, City of			2	24	4	48				
Margate, City of					8	96				
Miramar, City of			10	120						
North Miami Beach, City of			3	36	6	72	1	12		
Pembroke Pines, City of					5	60				
Plantation, City of					8	96				
Sunny Isles Beach, City of	1	12	1	12						
Sunrise, City of	9	108	2	24	9	108	1	12	6	72

**PROPOSAL FORM FOR UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E.
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP
REQUEST FOR PROPOSAL NO. 17-C-053**

**SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065**

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all vehicles, services, and supervision for the work described as follows:

**UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

6. Offeror will provide the vehicles as described in the RFP for the following price:

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE <i>WITHOUT</i> INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH.)
120	CLASS 1 (COMPACT VEHICLES)	\$	\$
336	CLASS II (MIDSIZE SEDANS, SMALL SUV'S)	\$	\$
948	CLASS III (FULL SIZE SEDANS, MIDSIZE SUV'S, MINIVANS, REG. SIZE PICKUPS)	\$	\$

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE <i>WITHOUT</i> INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH.)
288	CLASS IV (LARGE SEDANS, LARGE PICKUPS, LARGE SUV'S)	\$	\$
120	CLASS V (PREMIUM VEHICLES)	\$	\$

Miles allowed per vehicle per month: _____/miles

Excess mileage charge per vehicle (for miles over number allowed per month): \$_____/mile

7. Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

8. The following documents are attached to and made as a condition to this Proposal:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The CITY reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the CITY deems in its best interests.

11. The correct legal name of Offeror is: _____
 Address: _____
 City/State/Zip: _____
 Telephone No.: _____ Fax No.: _____
 Email Address: _____
 Social Security No. or Federal I.D. No.: _____

12. Communications concerning this Proposal shall be addressed to _____ at the following address:

Telephone No.: _____ Fax No.: _____
Email Address: _____
Submitted on _____, 201__.

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Printed Name of partner

Business Address

City/State/Zip

Business Phone Number

State of Registration

Witness

Witness

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 201__, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, _____ (Name), the duly elected Secretary of _____
_____ (Corporate Title), a corporation organized and existing under the laws of the State of _____
_____, do hereby certify that the following Resolution was unanimously adopted and
passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with
law and the by-laws of the said corporation.

IT IS HEREBY RESOLVED THAT _____ (Name) The duly elected _____
_____ (Title of Officer) of _____ (Corporate Title) be and is hereby
authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs
and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid,
Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its
own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the
foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall
be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting
from or growing out of honoring, the signature of any person so certified or for refusing to honor any
signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or
rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to
act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 201__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed
explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral
Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by
the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____
_____ 201____, by _____, who is personally known to me
or who has produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print,
Stamp, or Type as Commissioned.)

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's name: _____

d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent:

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201_ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- ____(a) Maintaining, defending, or settling any proceeding.
 - ____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - ____(c) Maintaining bank accounts.
 - ____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositaries with respect to those securities.
 - ____(e) Selling through independent contractors.
 - ____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - ____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - ____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - ____(i) Transacting business in interstate commerce.
 - ____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - ____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - ____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - ____(m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self-Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

REFERENCES

In order to receive Bid Award consideration on the proposed bid, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

BIDDER (COMPANY NAME): _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
NUMBER OF YEARS IN BUSINESS: _____ YEARS
ADDRESS OF NEAREST FACILITY: _____

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

2. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

3. COMPANY NAME: _____
ADDRESS: _____
TELEPHONE NO: _____ () _____
CONTACT PERSON: _____ TITLE: _____
DATE PRODUCTS SOLD: _____

PROPOSERS
RFP NO. 17-C-053
UNDERCOVER VEHICLE RENTAL SERVICES
FOR S.E. FLORIDA GOVT. PURCHASING COOPERATIVE GROUP

Enterprise Leasing Co. of Florida, LLC
dba Enterprise Rent-A-Car

5105 Johnson Road
Coconut Creek, FL 33073
Contract: Christopher Pennant
Telephone: 305 278-2921
Fax: 305 675-9239
Email: christopher.v.pennant@ehi.com

Vehicle Leasing Associates, LLC

333 South Broad St.
Meriden, CT 06450
Contact: Clement A. Brancale
Telephone: 203 440-4540
Fax: 203 440-4533
Email: cbrancale@vlacars.com

Acme Auto Leasing

440 Washington Ave.
North Haven, CT 06473
Contact: Bob Crowe
Telephone: 407 456-1561
Fax: 203 234-6858
Email: bcrowe@acmeautoleasing.com

**ADDENDUM TO AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND
ENTERPRISE LEASING COMPANY OF FLORIDA, LLC**

THIS ADDENDUM TO AGREEMENT, dated this 19th day of July, 2017, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal ENTERPRISE
9551 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC
a limited liability company
5105 Johnson Road
Coconut Creek, Florida 33073
(hereinafter referred to as "ENTERPRISE")

July **WHEREAS**, CITY and ENTERPRISE entered into an Agreement on the 19th day of _____, 2017 (hereinafter "Agreement"); and

WHEREAS, it is necessary to include additional provisions;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. RECORDS AND AUDIT

CITY reserves the right to audit the records of ENTERPRISE relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, ENTERPRISE shall agree to submit to an audit by an independent certified public accountant selected by CITY. ENTERPRISE shall allow CITY to inspect, examine and review the records of ENTERPRISE at any and all times during normal business hours during the term of this Agreement.

**IF ENTERPRISE HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
ENTERPRISE'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, DEBRA THOMAS, CMC, CITY CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

ENTERPRISE understands, acknowledges and agrees that ENTERPRISE shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if ENTERPRISE does not transfer the records to CITY.
- (4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of ENTERPRISE or keep and maintain public records required by CITY to perform the service. If ENTERPRISE transfers all public records to CITY upon completion of the contract, ENTERPRISE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ENTERPRISE keeps and maintains public records upon completion of the contract, ENTERPRISE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify ENTERPRISE of the request, and ENTERPRISE must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(b) If ENTERPRISE does not comply with CITY'S request for records, the CITY shall enforce the contract provisions in accordance with the contract.

(c) ENTERPRISE who fails to provide the public records to CITY within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against ENTERPRISE to compel production of public records relating to CITY'S contract for services, the court shall assess an award against ENTERPRISE the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that ENTERPRISE unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that ENTERPRISE has not complied with the request, to CITY and to ENTERPRISE.

(b) A notice complies with subparagraph (a)2. if it is sent to CITY'S custodian of public records and to ENTERPRISE at ENTERPRISE'S address listed on its contract with CITY or to ENTERPRISE'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) ENTERPRISE who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 3. INSURANCE

3.01 CITY shall maintain liability insurance with limits of at least \$1,000,000 combined single limit to cover bodily injury and death. Such insurance shall cover liability arising out of the negligence, acts or omissions of the CITY, its employees, agents or servants in connection with the storage, use or operation of any auto (including owned, hired, and non-owned) of ENTERPRISE (the "Vehicles") under the Agreement. To the extent provided for herein, CITY's program of insurance and self-insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs, bonds or cash deposits afforded to or insuring ENTERPRISE. CITY agrees to pay all claims, losses and associated expenses (including reasonable attorney fees) attributed to the negligence, acts or omissions of CITY, its employees, agents or servants.

CITY agrees to maintain a Risk Management Program of self-insurance in accordance with Florida Statutes 768.28, and agrees to self-insure and cover physical damage to all Vehicles provided under this Agreement for causes of loss attributable to comprehensive and collision damages caused by a third party tortfeasor, phantom vehicle, or as the result of the negligence, acts or omissions of CITY, its employees, agents or servants. In the event that CITY is not at fault, ENTERPRISE will exercise due diligence in its effort to subrogate the physical damages against the third party. Within forty-five (45) calendar days from the accident, Enterprise will provide CITY's Risk Management Division with a detailed report substantiating its diligence in pursuing the subrogation action. If after eighty-nine (89) calendar days ENTERPRISE is unsuccessful in such efforts to subrogate the physical damages claim and does not foresee the likely subrogation of such damages within a reasonable time thereafter, ENTERPRISE may invoice CITY and CITY shall pay ENTERPRISE for the cost of repairing the physical damage and assign rights of subrogation to the CITY. ENTERPRISE'S invoice to the CITY must include a copy of the proof of loss and a cover letter, a copy of the rental agreement, photos of vehicle's damage, repair estimate, and police report when available. This information should be submitted to the City of Coral Springs, Risk Management Division, Attn: Risk Manager, 9551 West Sample Road, Coral Springs, Florida 33065 by mail or by email to Tracy Szatkowski, Risk Manager, at tszatkowski@coralsprings.org. CITY shall only pay ENTERPRISE'S direct physical damage, including any applicable towing costs, to the damaged Vehicle and for the loss of use of the damaged vehicle. The cost to the CITY for the loss of use of the damaged vehicle shall be capped at four (4) days. In the event the loss of use of the damaged vehicle is for less than four (4) days, the CITY shall be responsible for the lesser of the two costs. ENTERPRISE agrees that CITY shall not be responsible for any administrative fees and/or diminution in value damages as a result of physical damage to the vehicle, regardless who is at fault.

3.02 Notwithstanding anything to the contrary herein, Sections 3.02 through 3.10 do not apply to and do not cover the Vehicles, the CITY's or its employees, agents or servants use of the Vehicles or any damage, injury or death arising therefrom, as that is covered exclusively in Section 3.01. Sections 3.02 through 3.10 apply only to ENTERPRISE's business operations. ENTERPRISE shall secure and maintain, or self-insure for at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance, or self-insurance funds, which must include or cover the following coverages and minimum limits of liability ("Business Insurance"):

(1) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act with respect to ENTERPRISE'S employees. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per

accident with respect to ENTERPRISE's employees. ENTERPRISE agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ENTERPRISE's employees in the performance of ENTERPRISE'S obligations in the Agreement (which shall not include any of the owned, non-owned and hired Vehicles used by the CITY or its employees, agents or servants pursuant to the Agreement which are specifically provided for in SECTION 3.01) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage

(3) Comprehensive General Liability (occurrence form) with the following minimum limits of liability with no restrictive endorsements:

\$1,000,000.00 Combined Single Limit, per occurrence, Bodily Injury & Property Damage arising out of the actions of ENTERPRISE and its employees, agents in servants under the Agreement (but excluding coverage for any damage, injury or death specifically provided for under Section 3.01). Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- (a) Premises and Operations.
- (b) Independent Contractors.
- (c) Product and Completed Operations Liability.
- (d) Broad Form Property Damage.
- (e) Broad Form Contractual Coverage applicable to the Agreement.
- (f) Owner's or contractor's Protective Liability.

3.02 UPON CONTRACT EXECUTION, ENTERPRISE SHALL SUBMIT TO CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE BUSINESS INSURANCE AND SPECIFICALLY PROVIDING THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE BUSINESS INSURANCE. All of the policies of Business Insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

3.03 These Business Insurance requirements shall not relieve or limit the liability of ENTERPRISE. CITY does not in any way represent that the types and amounts of Business Insurance required hereunder are sufficient or adequate to protect ENTERPRISE'S interests or liabilities but are merely minimum

requirements established by CITY'S Risk Management Coordinator. CITY reserves the right to require any other insurance coverages that CITY deems necessary depending upon the risk of loss and exposure to liability, subject however to ENTERPRISE'S right to terminate the Agreement by providing written notice if ENTERPRISE chooses not to provide that insurance coverage.

3.04 ENTERPRISE may provide the required Business Insurance coverage under this Agreement pursuant to its self-insurance program.

3.05 ENTERPRISE shall require each of its sub-contractors of any tier to maintain the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and ENTERPRISE shall provide verification thereof to CITY upon request of CITY.

3.06 All required Business Insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required Business Insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described Business Insurance.

3.07 ENTERPRISE shall ensure that any company issuing Business Insurance to cover the requirements contained in Section 3.02 of this Agreement agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of Business Insurance.

3.08 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of Business Insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.

3.09 ENTERPRISE shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum Business Insurance herein described and the same has been approved.

3.10 Violation of the terms of Section 3.02-3.10 by ENTERPRISE shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of ENTERPRISE shall thereupon cease and terminate.

3.11 Nothing contained herein is intended, nor shall be construed, to serve as a waiver of sovereign immunity by CITY to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes, as amended from time to time.

Section 4. **INDEMNIFICATION**

ENTERPRISE shall be liable to CITY for ENTERPRISE'S negligence or willful misconduct in the performance of its obligations under this Agreement, provided that any liability of ENTERPRISE hereunder to CITY shall be limited, in the aggregate, to the amount of any fees paid to ENTERPRISE pursuant to this Agreement or any disclosure dissemination agent agreement or continuing disclosure agreement entered into between ENTERPRISE and CITY in connection with services provided under this Agreement.

Section 5. All invoices for payment for rental changes shall be sent to:

Robin Brunetto, Purchasing Assistant
2801 Coral Springs Drive
Coral Springs, Florida 33065
Office: 954-346-1203
Email: rbrunetto@coralsprings.org

Section 6. **NOTICES**

6.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the following persons and addresses:

CITY: Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Phone: (954) 344-1102 Fax: (954) 344-1186
Email: asalomone@coralsprings.org

ENTERPRISE: Christopher Gaba
Enterprise Leasing Company of Florida, LLC
5105 Johnson Road
Coconut Creek, Florida 33073
Cell: (574) 514-3835 Fax: (954) 337-2977
Email: christopher.gaba@ehi.com

Copy to: Dana Sutton
Enterprise Leasing Company of Florida, LLC
5105 Johnson Road
Coconut Creek, Florida 33073
Phone: (954) 354-5108 Cell: (954) 909-8248
Fax: (954) 337-2816
Email: dana.r.sutton@ehi.com

6.02 Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

Section 7. GOVERNING LAW; VENUE

7.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

7.02 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 8. In all other respects, the terms and conditions of the Agreement not specifically amended herein remain in full force and effect. In the event of any conflict, this Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS AND ENTERPRISE LEASING COMPANY OF FLORIDA, LLC hereto have executed this Addendum the day and year first above written.

CITY OF CORAL SPRINGS, FLORIDA



WALTER G. CAMPBELL, JR., Mayor

ATTEST:



DEBRA THOMAS, CMC, City Clerk

APPROVED AS TO FORM:



City Attorney's Office

ENTERPRISE LEASING COMPANY OF
FLORIDA, LLC

[Handwritten Signature]

Signature

Print Name:

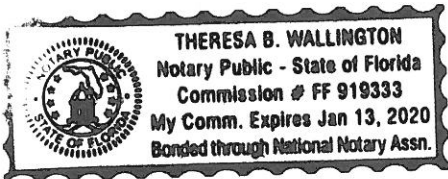
Jay Ryan

Title:

State of Florida
County of Broward

On this, the 14th day of July, 2017, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Jay Ryan (name) VP of Finance (title) of Enterprise Leasing LLC (corporation), a Delaware (state) corporation, on behalf of the corporation. Company of Florida, LLC

WITNESS my hand
and official seal



[Handwritten Signature]

Notary Public, State of Florida

Theresa B. Wallington

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

(type of identification produced)



Preferred Rate Agreement

Company: City of Coral Springs ("Customer") Company: Enterprise Leasing Company of Florida, LLC ("Enterprise")

Contact: Roxanne Sookdeo Contact: Christopher Gaba

Address: 9551 West Sample Road, Coral Springs, FL 33065 Address: 5105 Johnson Road, Coconut Creek, FL 33073

Contract No: Coral Springs 17-C-053

BASE RENTAL CHARGES

Vehicle Class	Monthly Rate
Class I- Compact Cars	\$560.00
Class II- Midsize Cars, Small SUV's	\$625.00
Class III- Full-size Car, Midsize SUV's, Pick Up Trucks	\$699.00
Class IV- Large Sedans, Minivans, Large SUVs	\$765.00
Class V- Premium Vehicles	\$1,025.00
See Exhibit A for Makes and Model Examples	

*Base Rental Charges apply to Enterprise locations in the following county(s): Monroe/Miami-Dade/Broward/Palm Beach/ Martin.

EXCLUSIONS: Base Rental Charges do not include applicable taxes, surcharges, refueling, one-way, drop-off, delivery, pickup, youthful driver or additional driver charges; or, except as set forth below, any optional products or services such as collision damage waiver ("CDW"), supplemental liability protection ("SLP"), personal accident insurance and personal effects coverage ("Driver Protection Products").

DRIVER PROTECTION PRODUCTS: Base Rental Charges **do not include** the Driver Protection Product(s) below: The City of Coral Springs is self-insured.

MILEAGE CHARGES: No vehicle will be driven over 3,000 miles (per30 days). Any vehicle approaching said mileage limitation will be returned and a replacement will be issued by Enterprise. If the combined mileage for the original vehicle and any/all replacement vehicles exceed three thousand (3,000) miles within a thirty (30) day rental cycle, the City will pay a \$.25 per mile charge for each mile over three thousand (3,000) miles.

ADDITIONAL TERMS AND CONDITIONS

- Term. The term of this Preferred Rate Agreement ("Agreement") begins September 1, 2017, and ends on August 31, 2019. This Agreement may be extended for two (2) additional two (2) year periods upon mutual agreement of the parties. Either party may terminate this Agreement at any time by providing the other party with thirty (30) days prior written notice.
- Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use. This Agreement shall not apply to or cover vehicle rentals by Enterprise to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise.
- Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rental and other charges incurred and all indemnity and other payments owed by an Employee under a Rental

Contract relating to a rental for business use not timely paid by the Employee.

4. Rental Rates. In each successive 24 month period following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges quoted on the cover page of this Agreement. In each successive twenty four-month period, the Base Rental Charges are subject to increase in accordance with the preceding year's Consumer Price Index (CPI) for All Urban Consumers, All Items (1982-1984). In no event shall the price adjustment exceed five percent (5%). In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof.
5. Preferred Provider Status. Customer agrees to promote Enterprise internally as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. No advertising is required.
6. Miscellaneous. Except as otherwise required by law, Customer and Enterprise agree to maintain the confidentiality of the terms of this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. Maintenance. City of Coral Springs will maintain the vehicles, both as to mechanical repairs and routine maintenance. The routine maintenance includes but is not limited to oil changes and tire rotations (both to be completed simultaneously every 4,000 miles), fluid replacement and tire replacement. Enterprise will notify the City of Coral Springs when the routine maintenance is required and the facilities to use for such routine maintenance and mechanical repairs. Enterprise will pay for such routine maintenance performed in accordance with this paragraph at the facilities designated by Enterprise as well as mechanical repairs not caused by the City of Coral Springs's failure to maintain the vehicles in accordance with the required schedule. The mechanical repairs to be paid for by Enterprise will not include body repairs or any repairs as a result of an accident, unless said accident is due to the negligence, act or omissions of Enterprise, its employees and/or agents. The City of Coral Springs must provide appropriate documentation of consistent maintenance on the vehicles. When a Vehicle is out of operation for service, a replacement or loaner Vehicle will be provided immediately upon return of said vehicle. In the event of an accident, a loaner or replacement vehicle will be provided at no additional charge while the damaged vehicle is repaired (customer is still required to make rental payment on original vehicle).
8. Vehicle Usage. It is understood and agreed that vehicles rented under this Agreement are intended for undercover investigation and surveillance by the Customer. The vehicles rented under this Agreement are not intended for use in traffic control and enforcement, nor are they intended for use in chase and apprehension or transportation of suspects under arrest. It is further understood that a situation may occur outside the control of either Customer or Enterprise, which may require emergency use of a vehicle in an unanticipated fashion. Additionally, in the event of an emergency use of a vehicle or the usage of the vehicle in an unanticipated fashion, it is understood that the customer assumes full responsibility for liability and physical damage to the vehicle(s).
9. Modification of Vehicle. Enterprise specifically agrees that the Customer may, at its own expense, apply tinting to the windows of any vehicle. Any tinting applied must meet the requirements of the Florida Statutes for window tinting under sections 316.2951 through 316.2956. The Customer will maintain the tinting as to not detract from the value of the vehicle. The Customer may, at its own expense, install any electronic equipment it may deem necessary, provided that said installation causes no permanent damage to the vehicle (e.g. holes in sheet metal or dash area of vehicle). Any such electronic equipment shall, at all times, remain the property of Customer and shall be removed from the vehicle by Customer prior to its return to Enterprise.
10. Billing and Payments. The Customer will issue a purchase order to cover vehicles under this Agreement. Enterprise will invoice the Customer on a monthly basis and expect payment within Thirty (30) days, following receipt of said invoice by the Customer.
11. Signature on File. The parties acknowledge and agree that for vehicles renewed after thirty (30) calendar days a new rental contract is required for billing purposes. Enterprise shall contact the renter of the vehicle to get a mileage update and the notation "Signature on File" will substitute for the signature or initials of the Employee intended as renter for each applicable part of the Rental Agreement.
12. Offsets. The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any undisputed amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.
13. Assignment. Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.
14. Tolls and Roadside Service. The city shall pay for tolls as a pass-through cost. A maximum charge of \$19.75 per rental (rental defined as 30 days). Roadside Service shall be included in the rental. If a vehicle is disabled due to a mechanical problem or accident, a loaner vehicle shall be issued at no additional charge while the damaged vehicle is being repaired. The renter may be responsible for service fees for negligence-related service calls (lockout/jump start/tire change/fuel delivery/glass replacement/tire repair and replacement/towing/lost keys).

[Signature page follows]

ENTERPRISE

By _____

Name: ~~Jason Nissan~~ Jay Ryan

Title: Vice President of Rental

Date: 7/24/17

CUSTOMER

By _____

Name: Walter G. Campbell Jr.

Title: Mayor

Date: July 19, 2017

Approved as to Form.

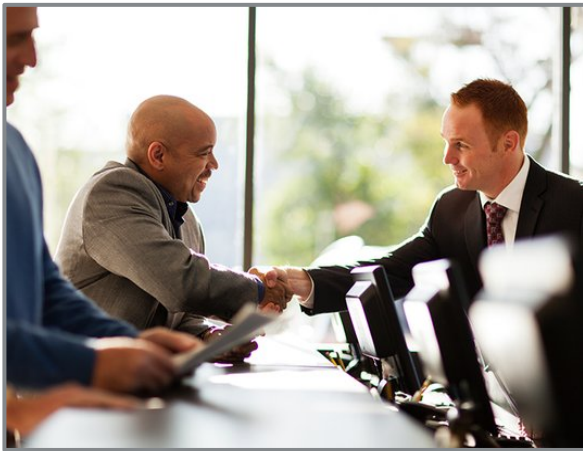


Assistant City Attorney



Below is an overview of the vehicles available through Enterprise Rent-A-Car. With Enterprise having the largest and most diversified fleet in the industry, our inventory is always rotating. Therefore, specific vehicles may or may not always be available on a given date. Conversely new models are always being added. * Vehicles are subject to change bases on available purchase by Enterprise Rent-A-Car and by a model being discontinued or updated

Class I	Class II	Class III	Class IV	Class V
Nissan Note	Chrysler 200	Ford Fusion	Chrysler 300	Chevy Tahoe 1TN2
Chevy Sonic	VW Jetta	Toyota Camry	Toyota Avalon	GMC Yukon 4ANS
Hyundai Accent	Kia Soul	Dodge Charger	Buick Lacrosse	Ford Expedition LMN2
Nissan Versa	Dodge Avenger	Hyundai Sonata	Nissan Maxima	Cadillac XTS
	Jeep Cherokee	Nissan Altima	Ford Explorer	Cadillac ATS
	Nissan Rogue	Dodge Ram	Dodge Durango	
	Jeep Compass	Ford F150	Chevy Traverse	
	Jeep Renegade	Nissan Frontier	Chrysler Pacifica	
	Ford Escape	Jeep Grand Cherokee	Dodge Grand Caravan	
	Toyota Rav4	Hyundai Santa Fe	GMC Acadia	
	Honda Civic	Dodge Journey		
	Chevy Cobalt	Chevy Silverado		
	Ford Focus	Chevy Colorado		
		Chevy Equinox		
		Ford Edge		
		Nissan Pathfinder		



City of Coral Springs
RFP No. 17-C-053

April 12, 2017

DUPLICATE



Ms. Roxanne Sookdeo
The City of Coral Springs
9551 W. Sample Road
Coral Springs, FL 33065

Enterprise Holdings
Enterprise Rent-A-Car
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main
314-518-5583 Fax

Christopher Pennant
Area Sales Manager
11945 SW 140th Terrace
Miami, FL 33186
305-278-2921 Office
305-675-9239 Fax
christopher.v.pennant@ehi.com

Statement of Confidentiality

The information contained in this proposal and any exhibits, attachments, certifications, questionnaires, surveys and/or other deliveries required in connection with this proposal, and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Holdings and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Holdings. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Holdings and would provide Enterprise Holdings with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

Notwithstanding any separate agreement to the contrary, the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Holdings and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements — to the same extent and on the same basis — as these obligations are imposed upon and assumed by the recipient.

Except as set forth above, no part of this document may be reproduced or retained, in whole or in part, or made available to any third party, without the express prior written permission of Enterprise Holdings, which may be withheld in its sole discretion. All rights in such content and communications are hereby reserved by Enterprise Holdings.

Statement of Non-Binding Nature

This document and subsequent communications are proposals and considered non-binding by Enterprise Holdings and the recipient until a final agreement may be reached. The terms of any final agreement between Enterprise Holdings and recipient will be subject to further negotiations between the parties and not completed until incorporated into a written agreement executed by both parties. Any verbal or written undertaking prior to a final executed agreement will have no legal effect and any reliance upon the same is disclaimed by recipient.

Trademark and Copyright Information

National Car Rental, Enterprise Rent-A-Car, Alamo Rent A Car, Emerald Club, Enterprise Truck Rental, Enterprise Rideshare, Enterprise CarShare, Zimride, and all associated features, processes, logos, phone numbers, websites, and promotional programs and/or phrases in any language or format are registered trademarks of their respective companies and Enterprise Holdings, which hold copyrights where applicable.

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Dear Ms. Sookdeo,

On behalf of Enterprise Rent-A-Car, we are delighted to provide The City of Coral Springs (City) with this opportunity to propose car rental services in fulfillment of your Request for Proposal Number 17-C-053. We have outlined key programs and services that differentiate our company in the car rental industry. We believe that we can provide the S.E. Florida Governmental Purchasing Cooperative Group the program that you need for undercover vehicle rental services.

We recognize and support key objectives to supply high-quality, cost-effective car rental while ensuring we meet all of the specifications of your Statement of Work. As a team, we are excited by the opportunity to provide car rental services to the CITY. We are confident in our ability to deliver an industry-leading car rental program.

Please feel free to contact me with questions or proposed program changes at any point during this process. Thank you again for the opportunity to present this rental car solution powered by Enterprise Rent-A-Car.

Christopher Pennant

Christopher Pennant
Area Sales Manager

305-278-2921
christopher.v.pennant@ehi.com



A. Objective:

Solicit competitive sealed proposals from qualified contractors to furnish undercover vehicle rental services for the City of Coral Springs and those listed within the Scope of Services. This is a cooperative Request for Proposals issued by the City of Coral Springs, acting as Lead Agency on behalf of the participating agencies in the Southeast Florida Governmental Purchasing Cooperative Group, referenced within this Request for Proposals. Any reference to a single entity shall apply to all participating agencies.

Due to the nature of the investigative and undercover work involved, utmost discretion is required of the awarded contractor.

Some co-op agencies may currently have a contract in place for the services listed herein. Those entities may participate in this contract at the expiration of their current contracts.

B. Services Required by the City:

Contractor shall:

- Provide a vehicle rental program for the City of Coral Springs. The City's intended use is for undercover investigation and surveillance.*
- Provide a wide selection of vehicles from which to choose, including notifying the City when new vehicles are available for rental.*
- Provide a rental program, which would allow the City to exchange vehicles or replace vehicles at any time at the vendor's locations in South Florida.*

Enterprise Rent-A-Car has read and understands the objectives and services required by the City in respect to RFP No. 17-C-053.

Vehicle Usage

The vehicles will be primarily used within the boundaries of the applicable City. However, at the discretion of the City, the vehicles may be used for statewide travel. The anticipated annual minimum number of rentals or estimated annual expenditure will be listed on the pricing page.

Enterprise understands that vehicles may be used for statewide travel in addition to local travel.

Vehicles to Be Provided

**Proposer shall provide a list of vehicles that are available for rent.*

**The City shall be permitted to exchange vehicles at any location in the south Florida region within each of the categories. Provide a list of locations from where vehicles may be rented or exchanged.*

We have provided in [Exhibit A – Fleet Guide](#) a list of the categories and vehicles that we can provide.

We have also included as [Exhibit B – Florida Locations](#), a list of Enterprise locations within South Florida. Upon the award of a contract, we can provide a listing of locations throughout the State.

City shall be able to rent vehicles on a short-term basis (less than one month) as may be required by special circumstances. Vehicle rates shall be prorated in such instances.

Enterprise understands that vehicles might be rented for less than one month and will provide rates accordingly.

*Maintenance of Vehicles

Please describe how routine service checks should be handled for all agencies.

Enterprise holds strict standards for the quality and safety of our vehicles in every country in which we operate. Through our Preventative Maintenance (PM) program, vehicle mileage, registration status, and service history are monitored on a central computer system that flags vehicles for regular service. These inspections at manufacturer-specified intervals ensure the safety and reliability of every vehicle. Our service program adjusts or replaces any component failing to conform to manufacturer specifications, including brakes, tires, tune-ups, and lubrication.

As part of our long-term rental program (Month-Or-More), maintenance is provided free of charge. Travelers are required to contact the rental location every 30 days to report the miles that have been driven. At that time, we will communicate any required maintenance to the traveler. The branch will advise the traveler where to take the vehicle for maintenance.

Mileage Limits

Vendor shall include at least 3,000 miles in the monthly cost of each rental vehicle.

The monthly rental rate for each vehicle will include 3,000 miles per month.

Modifications of Vehicles

City may apply, at own expense, window tinting to any rental vehicle. City may also install any electronic equipment deemed necessary to any rental vehicle with the understanding that said installation will not cause permanent damage to the vehicle. Any costs incurred to remove the equipment shall be the City's responsibility.

Enterprise Rent-A-Car understands and agrees to this provision. All costs incurred to add or remove equipment shall be the City's responsibility.

Contract Term

Contract term shall be for two (2) years with two (2) additional two (2) year renewal terms available.

Enterprise understands and agrees with the proposed contract terms.

Rental Rates

Rental charges quoted shall remain firm for the initial two (2) year term of the contract. For each successive two (2) years, renewal term, the monthly rental charges are subject to increase in accordance with the preceding two-year's Consumer Price Index (CPI) for All Urban Consumers, All items (1982-1984). In no event shall the price adjustment exceed five (5) percent.

Enterprise understands and agrees with the proposed rental rates adjustments.

*Tolls

City shall pay for tolls as a pass-through cost. Please explain how toll-by-plate charges will be handled.

In Florida the toll system is video operated. In these areas, the TollPass program is available to local and one-way travelers for \$3.95 per day with a maximum charge of \$19.75 per rental. Renters will incur TollPass charges only on days that they use toll roads. In contrast, our competitors apply toll charge fees for the entire rental period, even on days when the traveler does not use toll roads.

There is nothing to reserve or rent; tolls are automatically charged only when incurred.

*Roadside Service

Roadside assistance shall be included. (Proposer must describe the level of services available.)

If vehicle is disabled due to a mechanical problem or accident, a replacement or loaner vehicle shall be issued immediately at no additional charge while the damaged vehicle is being repaired.

Customers in need of emergency road service in the United States and Canada may call a dedicated 24-hour roadside assistance line. Instructions for contacting the roadside assistance line are included in the rental agreement provided at the counter.

Travelers using the Enterprise Rent-A-Car App also have the ability to press the Roadside button. This allows them to call 911 or be connected with our Roadside team for assistance with items such as flat tires or lockouts.

When a replacement vehicle exchange is necessary, the Roadside Assistance department will identify the closest location to the point of disablement. A tow provider will be dispatched to exchange vehicles with the traveler. All service for the disabled vehicle will be addressed by Enterprise.

Because each client's needs are distinct, it is very difficult to provide specific response times for service. For example, in a metropolitan area, tire changes, lock-out assistance, or jump starts generally take 45 to 90 minutes. Assistance in remote areas could require a longer response time. The traveler will receive an ETA when reporting their need for assistance.

With hundreds of locations throughout the State of Florida, we can call upon any location in our network to deliver a replacement vehicle should the need arise.

While there is no fee for roadside assistance, charges do apply for negligence-related service calls involving lost keys, running out of gas, dead batteries due to lights being left on, etc.

Without Damage Waiver or one of our additional roadside assistance plans, the renter is responsible for all costs including, but not limited to key replacements, lockout services, jump starts, fuel delivery, tire and glass replacement, and all related services.

Service Fees	
Service	Fee
Lockout Service	\$66
Jump Start	\$56
Tire Change	\$56
Fuel Delivery	\$56
Winch/Extraction	Actual Cost
Glass Replacement	Actual Cost
Tire Repair/Replacement	Actual Cost
Towing	Actual Cost
Lost Keys	Actual Cost

Vehicle Tags and Fees

Contracted vendor shall be responsible for all tags and registration fees for rental vehicles.

Enterprise will be responsible for all tags and registrations fees for vehicles supplied under this contract.

Participating Agencies

See Attachment A.

1. Scope of Services Proposed

Clearly describe the scope of services proposed, inclusive of your ability to service the geographically diverse entities participating in this RFP. A brief statement must be included which explains why your approach and plan would be the most effective and beneficial to the City of Coral Springs.

Proposer may choose to provide different categories (no more than 5) of vehicles with related monthly rental charges. Proposer shall provide the year, make, and model of all rental vehicles available under each category.

Proposer must address each of the questions in the Scope of Services, indicated by an asterisk ().*

Enterprise Rent-A-Car has been in the South Florida car rental market for more than 30 years. In that time we have had the opportunity to service many federal and local agencies including may police and undercover programs throughout the State of Florida.

Currently we operate approximately 60,000 rental vehicles in South Florida. We operate more than 175 locations that are serviced by 2,000 employees in the State of Florida. With this level of flexibility, Enterprise is in a unique position to service this contract in its entirety with multiple levels of support, including:

- **A wide variety of non-airport rental locations to choose from**
- **Unmatched award winning customer service**
- **The largest fleet in the car rental industry**
- **Superior account management**

The Enterprise fleet is made up of more than 350 late model vehicles to support this contract. The average age of Enterprise's fleet is six months at our airport locations and eight months in the home-city markets. The average mileage across the entire U.S. fleet is approximately 16,300 miles. Coral Springs and its partners will have a wide selection of vehicles to choose from.

Enterprise also operates with a virtual fleet model, which means that vehicles are in place where you need them, when you need them.

Because Enterprise has a location within 15 minutes of 90 percent of the U.S. population, we can facilitate vehicle replacements regardless of location.

2. Firm Qualifications

This section of the proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area of Undercover Vehicle Rental Services will be brought to bear on the proposed services.

This section must also identify the contact person supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.



Enterprise Rent-A-Car is an internationally recognized brand owned and operated by Enterprise Holdings. As North America's largest and most comprehensive car rental company, our brands operate a fleet of 1.9 million vehicles and a

network of more than 8,300 car rental locations in neighborhoods and at airports worldwide. We lead the industry with more than a third of all airport business in the United States and Canada.

History

In 1957, Enterprise Rent-A-Car opened its doors and became known for low rates, neighborhood convenience, and outstanding service. Pioneering customer service and location expansion led Enterprise to develop our popular "We'll Pick You Up" service in 1974.

With more vehicles and locations than all of our major competitors, Enterprise Rent-A-Car is uniquely positioned to serve all of your organization's car rental needs both at the airport and locally.

Dedication to Service

Enterprise Rent-A-Car is known for low rates, neighborhood convenience, and outstanding service. Founded in 1957, Enterprise has more than 7,300 neighborhood and airport locations in the United States, Canada, and Europe. There are more than 5,600 Enterprise offices in the U.S., with a location within 15 miles of 90 percent of the U.S. population, and local customers are picked up at no extra cost.

Customer Satisfaction

Customer service is the highest priority at Enterprise. Our brands consistently take the top spots for satisfaction among rental customers around the world.

In addition to numerous industry awards and third-party surveys, we use a variety of internal processes to measure our customers' satisfaction, including our Service Quality index (SQi), Quality Service Process, and Brand Integrity Assessments. All of this ensures we are exceeding expectations worldwide while continually improving and distinguishing our service from the competition.

Ranked No. 15 on the *Forbes* America's Largest Private Companies list, our operating company Enterprise Holdings is unparalleled in size, strength, and stability — the only investment-grade company in the car rental industry. This conservative and disciplined long-term approach to managing our business has earned us by far the strongest balance sheet in our industry. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your rental program.

Undercover Expertise

Enterprise has extensive experience working with law enforcement, especially in meeting needs for undercover vehicles. Due to the sensitive nature and national security considerations, specific detail and reference to these programs must be protected. Details of these programs and contacts for references can be made available provided we obtain the proper approvals from each agency.

We have the ability to offer a number of solutions that will allow vehicles to be obtained with no tie to law enforcement agencies.

- **License and registration:** All vehicles will be registered to the Enterprise subsidiary in the market where the vehicle is obtained. Plates will be standard issue for rental vehicles in the state where the vehicle is obtained.
- **Delivery requirements:** Vehicles can be delivered to a neutral location or can be picked up from a convenient Enterprise location.
- **Renters:** We can work with a customer to identify options in the event driver identity needs to be protected/masked.
- **Contractor ID:** In many instances, a shell company is set up to look like a corporation in an industry that has regular long-term rental needs. A consulting firm, government contractor, or technology shell will be established as the name that appears on any paperwork. This shell can be entirely fictional and would not require any action to be taken on the part of the law enforcement agency. We currently have one current client that has formally created a fictional corporation including financials, a website, etc. which is used as the backdrop for their rental needs. If the City of Coral Springs wishes to do something similar, Enterprise will be as flexible as possible in hiding the true identity of these users.

Each entity attached to the Coral Springs contract will be assigned a Business Rental Sales Executive, an Area Manager who oversees operations, and a primary Branch Manager based at the location of the City or County offices. This team management structure will facilitate ongoing program management and will work collectively to ensure that issues and areas of opportunities that may arise are addressed immediately, with confidentiality and safety of the officers and employees in mind.

Account Management

Christopher Pennant, Area Sales Manager

As an Area Sales Manager, Chris currently oversees all Government, Business Rental, Rideshare, CarShare, and College/University programs within Miami-Dade and Broward Counties. With more than 12 years of experience in his current position, Chris has a proven track record of successfully implementing, marketing, and developing major Fortune 500 and large corporate business rental programs.

In 1998 Chris began his career with Enterprise Holdings as a Management Trainee. Chris worked at rental locations in the Hampton Roads VA area before taking his career to the next level in the Business Rental Department. His responsibilities as a Branch Manager included but were not limited to, overseeing operational, logistical and management staff, resolving customer concerns, full P&L responsibility, managing vehicle maintenance and recall procedures, and more.

In 2004 Chris was promoted to his position as a Business Rental Sales Executive in Virginia where he exceeded expectations year to year. During his tenure in Virginia, Chris was instrumental in developing and growing various Federal, State and Local Government programs within the Virginia Market. Within that role, Chris was instrumental in creating operational, sales, and procedural infrastructure. In October 2015 Chris was promoted to Area Sales Manager for Dade and Broward Counties.

Chris graduated with a Bachelor of Science Degree in Music Education. He currently resides in Pembroke Pines, Florida with his wife and four children.

Chris' primary role will be the general management of the Coral Springs Program.

Derek Hart, Sales Executive

As a sales executive, Derek handles and manages businesses within Martin, St Lucie, Okeechobee, Indian River and Palm Beach Counties that rent in the home-city markets and nationally. In his current role he is responsible for generating new business from home-city leads, referrals, and personal leads generated through local prospecting. Derek is responsible for negotiating rates and prices, and implementing all local contracts to maximize overall account growth. In preparation for a sales call, Derek prepares customized cost saving solutions based on the needs of the business' travelers.

Derek's career began in 2011 as a Management Trainee in Palm Beach County. Derek graduated from Northwood University in West Palm Beach with a Bachelor's Degree in Sports Marketing and Business Management. Along his journey he worked his way to the Branch Manager position for one of the largest non-airport locations in Southern Florida. His responsibilities included, but were not limited to, overseeing operational, logistical and management staff, resolving customer concerns, full P&L responsibility, managing vehicle maintenance and recall procedures, and more. After 4½ years in rental operations Derek was recently promoted to Business Rental Sales Executive.

Derek's initiative in this new role is implementing and managing the State of Florida contract with all municipalities, schools and state funded organizations. Derek also handles Spring Training Baseball accounts in the Palm Beach and St Lucie areas. Derek is focused on growing the home city business rental initiative, and with his many years in managing the rental side of the business, he has the knowledge and experience to do just that.

Reilly Longueville, Sales Executive

As a Sales Executive, Reilly handles and manages businesses within North Dade and Broward County that have both local and nationwide rental needs. In his current role he is responsible for generating new business from home city leads, referrals, and personal leads generated through local prospecting. Reilly is responsible for negotiating rates and prices, and implementing all local contracts to maximize overall account growth. In preparation for sales calls, Reilly prepares customized cost saving solutions based on the needs of the business's travelers.

Reilly graduated from St. Cloud State University in Minnesota with a Bachelor's Degree in Travel and Tourism, and then moved down to Fort Lauderdale, FL quickly after. Reilly's career began in 2014 as a Management Trainee at the Ft. Lauderdale flagship Enterprise branch. His performance quickly separated him from his peers, as he was promoted just 9 months into the Management Trainee program to Business Rental as an Account Representative. As he was approaching the 2 year mark with Enterprise, he was promoted to his current position, Business Rental Sales Executive.

Besides managing and generating new business, Reilly has implemented the State of Florida Contract with all government agencies, municipalities, schools, and state funded organizations. Reilly also holds trainings for Management Trainees, Assistant Managers, and Branch Managers within his region to further polish their marketing & sales skills. Reilly's recent initiatives include managing professional sports organizations, police accounts, and flight based operations.

Melissa Lopez, Area Rental Manager

As an Area Rental Manager, Melissa oversees the day to day operations of the North Miami, Sunny Isles and Aventura local branches. This includes Enterprise locations as well as an Alamo Rent A Car and National Car Rental location on Sunny Isles. Melissa is responsible for driving the growth, customer service and profitability in these locations. Her ability to develop relationships with local accounts has done a great part in leading to her success.

Melissa began with the company more than six years ago in the Management Training Program and quickly became a top performer. She graduated from Nova Southeastern with a Bachelor's degree in Business Management as well as an MBA. After starting in the program, Melissa was promoted to an Assistant Manager within ten months and went on to being a Branch Manager within the next year. She managed four different locations throughout Broward County in preparation her next step as an Area Manager.

Melissa has a depth of experience in managing local Police Department accounts such as Aventura PD and Sunrise PD, while being a Branch Manager, and has overseen BSO, Plantation PD and North Miami PD as an Area Manager.

Sarah Gallander- Area Rental Manager East Broward

As an Area Rental Manager, Sarah Gallander oversees the overall branch operations of ten locations in Planation, Davie, Cooper City, and East Broward. She focuses on growing the business as well as maintaining relationships with current accounts. She also is responsible for the overall hiring, training and developing of her team.

Sarah currently oversees the Broward County Sheriff's Office, U.S. Marshalls, Plantation Police Department and the Miami Dolphins. She also manages the following dealership accounts: Holman BMW, Gunther Group and Massey Yardley.

Sarah began her career with Enterprise Rent-A-Car as a Management Trainee in 2006 in Ocala, FL. In this role, she learned how to grow and operate a business — by delivering excellent customer service, by creating key marketing strategies, and by managing the overall operation. In 2015, she was promoted to the largest home city location in our region in Vero Beach. She then was promoted to Palm Beach International Airport as the Tri-Brand Manager overseeing Enterprise and the National and Alamo brands. In 2016, she was promoted to Area Rental Managers of East Broward where she has been successful in driving the business forward and retaining accounts.

Sarah graduated with a Bachelor of Business Administration with a concentration in Accounting and a minor in Finance from FAU. She lives in Port St Lucie, FL with her two children.

Jason Schwab, Area Rental Manager

As an Area Rental Manager, Jason currently manages eight locations within the Sunrise, Weston, Davie, and Pembroke Pines Florida territory. With more than six years of experience in daily rental, Jason has a proven track record of successfully implementing, marketing, and developing relationships with all business segments inclusive of Dealerships and major corporate accounts.

In 2010, Jason began his career with Enterprise Holdings as a Management Trainee. Jason worked at several rental locations within the Fort Lauderdale and Lauderhill areas before taking his career to the next level. His responsibilities as a Branch Manager included but were not limited to, overseeing operational, logistical and management staff, resolving customer concerns, full P&L responsibility, managing vehicle maintenance and recall procedures, and more.

In July 2014, Jason was promoted to Branch Manager of the Enterprise Brand at the Fort Lauderdale Airport where he directly managed more than 40 employees and was responsible for the proper scheduling, career development, customer service and profitability performance numbers over the course of Fiscal year 2015. During his tenure in Fort Lauderdale, Jason was instrumental in the success on the Airport Region, he was a leader of a team that delivered the highest customer service score in the market's history as well as achieving the Region's (41FF) first President's Award. In August 2015, Jason was promoted to Area Rental Manager for West Broward County and since then has been a part of a team that has achieved more than 30 percent growth, opened two new facilities, and consistently performed above average in customer service.

Jason's primary role will be the general management daily rental operations within the West Broward territory and to continue to motivate his team to achieve high levels of performance in growth, profitability and customer service.

Jason graduated with a Bachelor of Science Degree in Business Marketing. He currently resides in Fort Lauderdale, Florida with his wife Heather.

Geovanni Salgado, Area Rental Manager

As an Area Rental Manager, Geovanni over sees the day to day operations of West Boca Raton, Coconut Creek, Coral Springs and Margate branches. These include stand-alone locations as well as locations inside dealerships. Geovanni is responsible for the growth of our market share, employee development and retention, profitability, and customer-service. Geovanni has been instrumental in the relationship building of many large accounts within the border of Palm Beach and Broward County that has resulted in much great success.

Geovanni began his career in Palm Beach Gardens, FL four years ago as a management trainee. He graduated from FAU with a Bachelor's degree in Urban and Regional Planning. Shortly after joining the Enterprise Team, he quickly became a top performer which led to multiple promotions throughout his tenure. He has managed three branch locations throughout Palm Beach and Broward County prior to taking his current role as an Area Rental Manager.

3. References

Provide a list and description of similar services satisfactorily performed within the past two (2) years. For each engagement listed, include the name and telephone number of a representative for whom the engagement was undertaken who can verify satisfactory performance.

Reference 1	Reference 2	Reference 3
<p style="text-align: center;">City of Miami Beach Police Department AJ Prieto 305-467-7988</p>	<p style="text-align: center;">West Palm Beach Police Department Captain Amy Sinnott 561-822-1736</p>	<p style="text-align: center;">BSO Joe Achillare 954-650-9797</p>

**RFP 17-C-053
UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP**

ESTIMATED ANNUAL USAGE

Municipality	Class I Compact Vehicles		Class II Midsize Sedans, Small SUVs		Class III Fullsize Sedans, Midsize SUVs, Minivans, Regular Pickups		Class IV Large Sedans, Large Pickups, Large SUVs		Class V Premium Vehicles	
	Mo. A	Yr. A x12	Mo. A	Yr. A x12	Mo. A	Yr. A x12	Mo. A	Yr. A x12	Mo. A	Yr. A x12
Coral Springs, City of					12	144				
Boca Raton, City of					14	168				
Coconut Creek, City of					8	96				
Davie, Town of					5	60				
Ft. Lauderdale, City of							22	264	4	48
Hallandale Beach, City of			10	120						
Lauderhill, City of			2	24	4	48				
Margate, City of					8	96				
Miramar, City of			10	120						
North Miami Beach, City of			3	36	6	72	1	12		
Pembroke Pines, City of					5	60				
Plantation, City of					8	96				
Sunny Isles Beach, City of	1	12	1	12						
Sunrise, City of	9	108	2	24	9	108	1	12	6	72

**PROPOSAL FORM FOR UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA
GOVERNMENTAL PURCHASING COOPERATIVE GROUP
REQUEST FOR PROPOSAL NO. 17-C-053**

SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with City to perform and furnish all work as specified or indicated in the Proposal and contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the other terms and conditions of the Proposal and Contract Documents.
2. Offeror accepts and hereby incorporates by reference in this Proposal Form all of the terms and conditions of the Request for Proposal and Instructions to Offerors.
3. The Offeror has become fully informed concerning the local conditions, and nature and extent of work, and has examined all Contract Documents.
4. Offeror has given the Purchasing Agent written notice of all conflicts, errors or discrepancies that it has discovered in the Contract and/or Proposal documents and the written resolution thereof by the Purchasing Agent is acceptable to Offeror.
5. Offeror proposes to furnish all vehicles, services, and supervision for the work described as follows:

**UNDERCOVER VEHICLE RENTAL SERVICES FOR S.E. FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

6. Offeror will provide the vehicles as described in the RFP for the following price:

TOTAL ESTIMATED ANNUAL NUMBER OF VEHICLES USED	CLASS #	COST PER MONTH FOR EACH VEHICLE WITHOUT INSURANCE	TOTAL ANNUAL EXTENDED COST OF VEHICLES (ANNUAL NUMBER OF VEHICLES X COST PER MONTH)
120	Class I Compact Vehicles	\$521	\$62,520
336	Class II Midsize Sedans, Small SUVs	\$625	\$210,000
948	Class III Fullsize Sedans, Midsize SUVs, Minivans, Regular Size Pickups	\$746	\$707,208
288	Class IV Large Sedans, Large SUVs, Large Pickups	\$800	\$230,400
120	Class V Premium Vehicles	\$1,001	\$120,120
		\$3,693	\$1,330,248

Miles allowed per vehicle per month: 3,000 per month.
Excess mileage charge per vehicle (for miles over monthly allowance): \$0.25 per mile.



7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Request for Proposal.

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

8. The following documents are attached to and made as a condition to this Proposal:

- (a) Proposal and Offeror's Certification
- (b) Certified Resolution
- (c) Qualifications Statement
- (d) Non-Collusive Affidavit
- (e) Offeror's Foreign (Non-Florida) Corporate Statement
- (f) References
- (g) Certificate(s) of Insurance

9. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

10. The City reserves the right to award this contract on the basis of any combination of the above items, or all items, in which the City deems in its best interests.

11. The correct legal name of Offeror is: Enterprise Leasing Company of Florida, LLC

Address: 5105 JOHNSON ROAD

City, State, Zip: COCONUT CREEK, FL 33073

Telephone Number: 305-898-6517 Fax No.: 305-675-9239

Social Security No., or Federal ID No.: 43-0724835

12. Communications concerning this Proposal shall be addressed to:

Christopher Pennant
 Area Sales Manager
 11945 SW 140th Terrace
 Miami, FL 33186
 305-278-2921 Office, 305-675-9239 Fax
 christopher.v.pennant@ehi.com

Submitted on April 12, 2017.



OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror has executed this Proposal Form this 12th day of April 2017.

Enterprise Leasing Company of Florida, LLC
dba Enterprise Rent-A-Car

Printed Name of Corporation

Delaware

Printed State of Incorporation

Signature of President or other authorized officer

Jason Nissan

Printed Name of President or other authorized officer

600 Corporate Park Drive

Address of Corporation

St. Louis, MO 63105

City, State, Zip

314-512-5000

Business Phone Number

(CORPORATE SEAL)

ATTEST:

[Signature]

By: Secretary

State of Florida

County of Broward

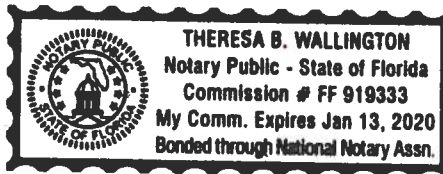
The foregoing instrument was acknowledged before me this 12th day of April 2017, by Jason Nissan (NAME)

Vice President (TITLE) of Enterprise Leasing Company of Florida, LLC

(Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Witness my hand and official seal.

[Signature]
Notary Public



Theresa B. Wallington
Name of Notary Public, Print, Stamp, or type as commissioned.

Certified Resolution

I, Meredith Perkins (Name), the duly elected Secretary of Enterprise Leasing Company of Florida, LLC (Corporate Title), a corporation organized and existing under the laws of the

State of Delaware, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said Corporation at a meeting held in accordance with the laws and the by-laws of the said corporation.



IT IS HEREBY RESOLVED THAT Jason Nissan (Name)

the duly elected Vice President (Title of Officer) of Enterprise Leasing Company of Florida, LLC (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damages resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

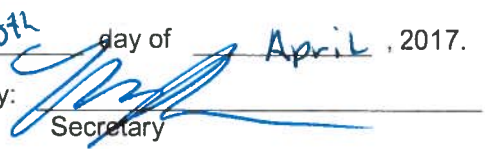
I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>Alan Levine</u>	<u>President</u>	
<u>Jay J. Ryan</u>	<u>Vice President of Finance</u>	

Given under my hand and the Seal of the said corporation this 10th day of April, 2017.

(SEAL)

By: 
Secretary

Enterprise Leasing Company of Florida, LLC
Corporate Title



NON-COLLUSIVE AFFIDAVIT

State of Florida)
County of Broward) ss.

Jason Nissan being first duly sworn, deposes and says that:

- (1) He/She is the Vice President of Rental
(Owner, Partner, Officer, Representative or Agent) of Enterprise Leasing Company of Florida, LLC the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
In the presence of:

Lindsay Wedge Lindsay Wedge
Deerck Hart Deerck Hart

By: [Signature]
Jason Nissan
Printed Name

Vice President of Rental
Title

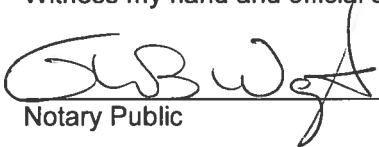
ACKNOWLEDGEMENT

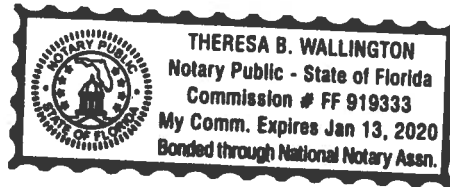
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 12th day of April 2017, by Jason Nissan of Enterprise Leasing Company of Florida, LLC who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Witness my hand and official seal.


Notary Public



Theresa B. Wallington
Name of Notary Public: Print, Stamp, or type as commissioned.

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: Enterprise Leasing Company of Florida, LLC

Corporation

NAME: Christopher Pennant

Partnership

ADDRESS: 5105 JOHNSON ROAD

Individual

COCONUT CREEK, FL 33073

Other

TELEPHONE NO. 305-278-2921

FAX NO. 305-675-9239

E-MAIL ADDRESS: christopher.v.pennant@ehi.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: Enterprise Leasing Company of Florida, LLC

The address of the principal place of business is: 5105 JOHNSON ROAD
COCONUT CREEK, FL 33073

2. If the Proposer is a corporation, answer the following:

a. Date of Incorporation: 2009

b. State of Incorporation: Delaware

c. President's Name: Pamela Nicholson, Manager

d. Vice President's Name: Jason Nissan, Vice President of Rental

e. Secretary's Name: Meredith Perkins, Secretary

f. Treasurer's Name: Rick Short, President, Treasurer, and Assistant Secretary

g. Name and address of Resident Agent: C T Corporation system
1200 South Pine Island Road
Plantation, FL 33324

3. If Proposer is an individual or partnership, answer the following:

a. Date of Organization: NA

b. Name, address and ownership units of all partners
NA

c. State whether general or limited partnership: NA

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

NA

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

Please see **Exhibit C – Fictitious Name** for evidence of compliance.

6. How many years has your organization been in business under its present business name?
Enterprise Leasing Company of Florida, LLC has been under the present business name since August 2009.

a. Under what other former names has your organization operated?
Enterprise Leasing Company, a Florida Corporation

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

[Handwritten Signature]
Signature

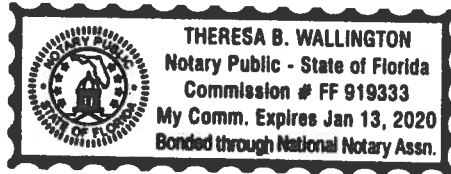
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 12th day of April 2017, by Jason Nissan of Enterprise Leasing Company of Florida, LLC who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Witness my hand and official seal.

[Handwritten Signature]
Notary Public



Theresa B. Wallington
Name of Notary Public: Print, Stamp, or type as commissioned.

Foreign (Non-Florida) Corporate Statement

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORMDEPARTMENT OF STATE CORPORATE CHARTER NO. M0900003003

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business is required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- (a) Maintaining, defending, or settling any proceeding
Holding meetings of the board of directors or shareholders or carrying on other activities
 - (b) concerning internal corporate affairs.
 - (c) Maintaining bank accounts.
Maintaining officers or agencies for the transfer, exchange and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - (d)
 - (e) Selling through independent contractors.
 - (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside of this state before they become contracts.
Creating or acquiring indebtedness, mortgages, and security interests in real or personal
 - (g) property.
Securing or collecting debts or enforcing mortgages and security interests in property securing
 - (h) the debts.
 - (i) Transacting business in interstate commerce.
Conducting an isolated transaction that is completed within 30 days and that is not one of the
 - (j) course of repeated transactions of a like nature.
 - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers
 - (l) and duties of a general partner.
 - (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has not application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation.

- (I) Partnership, Joint Venture, Estate, or Trust
(II) Sole Proprietorship or Self-Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

Enterprise Leasing Company of Florida, LLC
Bidder's Correct Legal Name


Signature of Authorized Agent of Bidder

REFERENCES

In order to receive Bid Award consideration on the proposed bit, it is a requirement that the following "Information Sheet" be completed and returned with your bid. This information may be used in determining the Bid Award for this contract.

Bidder (Company Name): Enterprise Leasing Company of Florida, LLC
 Address: 5105 Johnson Road, Coconut Creek, FL 33073
 Telephone No: 305-278-2921
 Contact Person: Christopher Pennant Title: Area Sales Manager
 Number of Years in Business: 59 Years
 Address of Nearest Facility: 5105 Johnson Road, Coconut Creek, FL 33073

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE PRODUCTS AND SERVICES HAVE BEEN PROVIDED IN THE LAST YEAR:

1. Company Name: City of Miami Beach Police Department
 Address: 1700 Convention Center Drive, Miami Beach, FL 33139
 Telephone No. 305-467-7988
 Contact Person: AJ Prieto Title: Sargent
 Date Products Sold: 2014 to Present
2. Company Name: West Palm Beach Police Department
 Address: 600 Banyan Blvd, West Palm Beach, FL
 Telephone No. 561-822-1736
 Contact Person: Captain Amy Sinnott Title: Support Services
 Date Products Sold: 2012 to Present
3. Company Name: BSO
 Address: 2601 W. Broward Blvd., Ft. Lauderdale, FL 33312
 Telephone No. 954-650-9797
 Contact Person: Joe Achillare Title: _____
 Date Products Sold: 2009 to Present


	Class and Vehicle Type	Representative Models
	<p>Class I</p> <p>Compact Vehicles</p>	<p>Nissan Note Chevy Sonic Hyundai Accent Nissan Versa</p>
	<p>Class II</p> <p>Midsize Sedans Small SUVs</p>	<p>Chrysler 200 VW Jetta Kia Soul Dodge Avenger Jeep Cherokee Nissan Rogue Jeep Compass Jeep Renegade</p>
	<p>Class III</p> <p>Full Size Sedans Midsize SUVs Minivans Regular Pickups</p>	<p>Ford Fusion Toyota Camry Dodge Charger Hyundai Sonata Nissan Altima Dodge Grand Caravan Chrysler Pacifica Jeep Grand Cherokee Hyundai Santa Fe Dodge Journey</p>
	<p>Class IV</p> <p>Large Sedans Large Pickups Large SUVs</p>	<p>Chrysler 300 Toyota Avalon Buick Lacrosse Nissan Maxima Nissan Pathfinder Ford 150 Dodge Ram Ford Explorer Dodge Durango Chevy Traverse</p>
	<p>Class V</p> <p>Premium Vehicles</p>	<p>Chevy Tahoe GMC Yukon Ford Expedition Cadillac XTS Cadillac ATS</p>

Exhibit B – South Florida Locations

	Location	Address	City, State, Zip
	Boca Raton West	19575-6 State Road 7	Boca Raton, FL 33498
	Boca Raton East	108 NW 3 rd Street	Boca Raton, FL 33432
	Boynton Beach East	1009 N Federal Highway	Boynton Beach, FL 33435
	Boynton Beach West	3481 W Woolbright Road	Boynton Beach, FL 33436
	Coral Gables South	4125 Ponce de Leon Blvd	Coral Gables, FL 33146
	Coral Gables Downtown	1105 Ponce de Leon Blvd	Coral Gables, FL 33134
	Coral Springs	4676 Coral Ridge Drive	Coral Springs, FL 33069
	Coral Springs North	5860 Wiles Road	Coral Springs, FL 33067
	Coral Springs South	2222 N University Drive	Coral Springs, FL 33071
	Davie	9052 State Road 84	Davie, FL 33324
	Rick Case Honda	15700 Rick Case Honda Way	Davie, FL 33331
	Cooper City	5145 South University Drive	Davie, FL 33328
	Delray Beach South	2805 S. Federal Highway	Delray Beach, FL 33483
	Delray Beach	5195-K Atlantic Blvd	Delray Beach, FL 33484
	Delray Beach North	959 SE 6 th Avenue	Delray Beach, FL 33483
	Doral North	9831 NW 58 th St	Doral, FL 33178
	Doral West	2118 NW 107 th Ave	Doral, FL 33172
	East Sunrise	1311 East Sunrise Blvd	Ft. Lauderdale, FL 33304
	Lauderdale Imports	1812 S Andrews Ave	Ft. Lauderdale, FL 33315
	St Rd 84/Andrews Ave	2601 S Federal Highway	Ft. Lauderdale, FL 33316
→	Ft. Lauderdale Int Arp	600 Terminal Dr, Suite 4	Ft. Lauderdale, FL 33315
	Fort Pierce	4915 S. US Highway 1	Fort Pierce, FL 34982
	North Fort Pierce	975 S US Highway 1	Fort Pierce, FL 34982
	Hallandale	25 Pembroke Road	Hallandale, FL 33009
	East Hialeah	940 E 49th Street	Hialeah, FL 33013
	Geico ARX Shop	5895 NW 167th Street	Hialeah, FL 33015
	Hialeah gardens	10200 NW 77th Ave	Hialeah Gardens, FL 33016
	Hollywood	2090 N State Road 7	Hollywood, FL 33021
	Homestead	29130 S Dixie Highway	Homestead, FL 33033
	Jupiter	280 Toney Penna Drive	Jupiter, FL 33458
→	Key West - Offsite	2516 N Roosevelt Blvd	Key West, FL 33040
	Lake park	500 Northlake Blvd	Lake Park, FL 33408
	Lantana	622 W Lantana Road	Lantana, FL 33462
	Lauderdale Lakes	2200 N St Road 7	Lauderdale Lakes, FL 33313
	West Sunrise	4917 N University Dr	Lauderhill, FL 33351
	Margate	2699 N State Road 7	Margate, FL 33063
	Miami	18990 NW 2 nd Ave	Miami, FL 33169
	Miami Downtown	400 SE 2 nd Avenue	Miami, FL 33131
	North Miami	1450 NE 123 rd Street	Miami, FL 33161
	Miami Dade South	16011 South Dixie Highway	Miami, FL 33157
	Miami West	8462 SW 8 th Street	Miami, FL 33144
	Doubletree	1717 N Bayshore	Miami, FL 33132
	Kendall South West	13511 SW 137 th Ave	Miami, FL 33186
	Allapattah	3100 NW 27 th Ave	Miami, FL 33142
	Sable Chase Kendall South East	12037 SW 117 th Ave	Miami, FL 33186

Exhibit B – South Florida Locations

	Location	Address	City, State, Zip
	Bird Road	7275 SW 40 th Street	Miami, FL 33155
	Cutler Ridge	21111 S Dixie Highway	Miami, FL 33189
	Williamson Cadillac-Hummer	7815 SW 104 th Street	Miami, FL 33156
	NW 27 th Avenue	940 NW 27 th Avenue	Miami, FL 33125
	Progressive	1410 NW 78 th Avenue	Miami, FL 33126
	Dadeland	9800 S Dixie Highway	Miami, FL 33156
	Highline (US 1/Coral Gables)	3621 South Dixie Highway	Miami, FL 33131
→	Miami International Airport	3900 NW 25 th Street	Miami, FL 33142
	South Beach Exotic	1000 5 th Street, Suite 100	Miami Beach, FL 33139
	South Beach	1801 Bay Road	Miami Beach, FL 33139
	Fontainebleau Hotel	4441 Collins Ave	Miami Beach, FL 33140
	Miami Beach	6687 Collins Ave	Miami Beach, FL 33141
	Stadium Corners	19674 NW 27 th Ave	Miami Gardens, FL 33056
	Mercedes Benz of Miami	1200 NW 167 th St	Miami Gardens, FL 33169
	Miami Lakes	5690 NW 167 th St.	Miami Lakes, FL 33014
	Miramar	2150 S State Road 7	Miramar, FL, 33023
	North Lauderdale	981 S State Road 7	North Lauderdale, FL 33068
	Aventura	19002 West Dixie Highway	North Miami, FL 33180
	North Miami Beach	15401 W. Dixie Highway	North Miami, FL 33162
	North Palm Beach	11175 US Highway 1	North Palm Beach, FL 33408
	BMW of Pembroke Pines	14800 Sheridan Street	Pembroke Pines, FL 33030
	Maroone Dodge – Pembroke Pines	13601 Pines Blvd	Pembroke Pines, FL 33027
	Pembroke Pines	12399 Pembroke Road	Pembroke Pines, FL 33025
	Silver Lakes	17503 B Pines Blvd	Pembroke Pines, FL 33029
	Pembroke Pines	8395 Pines Blvd	Pembroke Pines, FL 33024
	Maroone Auto Plaza	8600 Pines Blvd	Pembroke Pines, FL 33024
	Perrine	17720 S Dixie Highway	Perrine, FL 33157
	Plantation	999 South State Road 7	Plantation, FL 33317
	Gunther Motors	1880 S. State Road 7	Plantation, FL 33317
	Pompano Beach North	2831 N Federal Highway	Pompano Beach, FL 33064
	Pompano Beach West	2400 N Powerline Road	Pompano Beach, FL 33069
	Land Rover	400 W. Copans Road	Pompano Beach, FL 33064
	West Port St. Lucie	1290 SW Bayshore Blvd	Port Saint Lucie, FL 34983
	Riviera Beach	3621 Blue Heron Blvd W	Riviera Beach, FL 33404
	Downtown Stuart	1991 S US Highway 1	Stuart, FL 34994
	South Stuart	6197 SE Federal Highway	Stuart, FL 34994
	Sunny Isles	16850 Collins Ave Suite 113E	Sunny Isles Beach, FL 33160
	Sawgrass Ford	14501 W Sunrise Blvd	Sunrise, FL 33323
→	Palm Beach Airport	1805 Belvedere Road	West palm Beach, 33406
	Wilton Manors	201 W Oakland Park Blvd	Wilton Manors, FL 33311

- **Airport locations are subject to city, state, and municipal taxes, fees, assessments and surcharges that are not exempt by any negotiated contract. At the time of reservation, Enterprise will quote all fees up front in addition to the rental rate.**

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



Fictitious Name FEI/EIN Number List

Fictitious Name	Address	City	State	County	Status
ENTERPRISE FLEET MANAGEMENT	ATTN: MARK LITOW	COCONUT CREEK	FL	BROWARD	E
ENTERPRISE RENT-A-TRUCK	5105 JOHNSON ROAD	COCONUT CREEK	FL	MULTIPLE	A
ENTERPRISE RENT-A-TRUCK	5105 JOHNSON ROAD	COCONUT CREEK	FL	MULTIPLE	A
ENTERPRISE COMMERCIAL TRUCKS	600 CORPORATE PARK DR.	ST. LOUIS	MO	MULTIPLE	A
ENTERPRISE COMMERCIAL TRUCKS	600 CORPORATE PARK DR.	ST. LOUIS	MO	MULTIPLE	A
ENTERPRISE FLEET MANAGEMENT	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	E
ALAMO RENT-A-CAR	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	A
NATIONAL CAR RENTAL	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	A
ENTERPRISE HOLDINGS	600 CORPORATE PARK DRIVE	ST. LOUIS	MO	MULTIPLE	A
EXOTIC CAR COLLECTION BY ENTERPRISE	1905 BOY SCOUT DR	FT MEYERS	FL	COLLIER	A
ENTERPRISE CARSHARE	600 CORPORATE PARK DRIVE	ST LOUIS	MO	MULTIPLE	A
ENTERPRISE TRUCK RENTAL	600 CORPORATE PARK DRIVE	SAINT LOUIS	MO	MULTIPLE	A
ENTERPRISE RENT-A-CAR	4303 ATLANTIC BLVD	JACKSONVILLE	FL	DUVAL	E
ENTERPRISE FLEET SERVICES	6800 NORTH DALE MABRY HIGHWAY	TAMPA	FL	HILLSBOROUGH	E
ENTERPRISE CAR SALES	110345 ATLANTIC BLVD	JACKSONVILLE	FL	MULTIPLE	A
ENTERPRISE CAR SALES	110345 ATLANTIC BLVD	JACKSONVILLE	FL	MULTIPLE	A
ENTERPRISE RENT-A-CAR	C/O MARK I. LITOW	ST. LOUIS	MO	MULTIPLE	A
ENTERPRISE RENT-A-CAR	C/O MARK I. LITOW	ST. LOUIS	MO	MULTIPLE	A
ENTERPRISE RENT-A-CAR	C/O MARK I. LITOW	ST. LOUIS	MO	MULTIPLE	A

Florida Department of State, Division of Corporations



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[Filing History](#)

Fictitious Name Detail

Fictitious Name

ENTERPRISE RENT-A-CAR

Filing Information

Registration Number G97135000050
 Status ACTIVE
 Filed Date 05/15/1997
 Expiration Date 12/31/2017
 Current Owners 1
 County MULTIPLE
 Total Pages 5
 Events Filed 4
 FEI/EIN Number 59-1664426

Mailing Address

C/O MARK I. LITOW
 600 CORPORATE DRIVE
 ST. LOUIS, MO 63105

Owner Information

ENTERPRISE LEASING COMPANY OF FLORIDA, LLC
 5105 JOHNSON ROAD
 COCONUT CREEK, FL 33073
 FEI/EIN Number: 59-1664426
 Document Number: M09000003003

Document Images

[05/15/1997 – REGISTRATION](#)

View image in PDF format

[06/05/2012 – Fictitious Name Renewal Filing](#)

View image in PDF format

[08/06/2009 – CHANGE NAME/ADDRESS](#)

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[05/03/2007 – RENEWAL](#)

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[01/24/2003 – RENEWAL](#)

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Florida Department of Highway Safety and Motor Vehicles
Division of Motorist Service
Bureau of Motorist Compliance

Certificate of Self-Insurance

THIS IS TO CERTIFY:

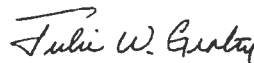
Ean Holdings

has furnished satisfactory evidence, pursuant to Chapter 324.171, Florida Statutes, of possessing a net unencumbered capital of at least forty thousand dollars and will respond to the requirements of the Florida Financial Responsibility Law. This certificate provides limits of liability insurance, \$10,000/\$20,000/\$10,000, Chapter 324.021(7) and personal injury protection coverage, Chapter 627.733(3)(b), Florida Statutes, covering 142100 motor vehicles of this corporation and its subsidiaries as listed on the back of this page.

This certificate is valid from 7/1/2015 through 6/30/2016 and may, upon notice, be cancelled by the Department.

Certificate Number

4620



JULIE W. GENTRY, Chief Bureau of Motorist Compliance
Department of Highway Safety and Motor Vehicles

HSMV 74754 (9/2014)

PKControlNumber	SubsidiaryDescription	Status
376	Alamo Financing, L.P.	Active
376	EAN Trust	Active
376	Enterprise Leasing Company - South Central, Inc.	Active
376	Enterprise Leasing Company (A Florida Corporation)	Active
376	Enterprise Leasing Company of Orlando	Active
376	Enterprise Rent-A-Car Company	Active



AGENDA MEMORANDUM

Meeting Date: April 25, 2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 4/17/22*

Subject: 9mm Firearms for Miami Springs Police Department

Recommendation: Recommendation by the Police Department that Council approve an expenditure in an amount not to exceed \$17,312.00 to Lawmen's and Shooters' Supply, the lowest responsible quote after obtaining three written quotes (attached), for 60 Gen 5 Glock 17 9mm and 45 streamlights, as funds were approved in the FY 21/22 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

Discussion/Analysis: After trading-in 52 of the current .40 S&W firearms, the purchase of these new 9mm Glocks is intended to serve as replacements for the current .40 S&W firearms that are approaching their 12th year of active service use as they were purchased in May of 2010, during which they received much wear and tear. Officers are able to operate a 9mm more accurately due to less recoil and better accuracy, promoting officer and civilian safety. In comparison to the current firearms in use, the 9mm have a greater longevity, need fewer repairs, and are less prone to breakage. Additionally, the 9mm have a higher capacity for ammunition than our previous firearms. Apart from the increased capacity, the 9mm are also more cost effective as the popularity of the 9mm has created a huge variety of duty ammunition made readily available and at a less expensive cost than other bulk ammunition. The previous ammunition used is antiquated, costs more in price, and has months difference in turnaround time since barely any police agencies utilize those rounds today. Lastly, the streamlights being purchased along with the 9mm are technologically advanced and 700 lumens brighter than previous streamlights, offering greater visibility, accuracy, and durability. Overall, the 9mm firearms prove to be more efficient and a benefit to the Miami Springs Police Department. See attached quotes from Lawmen's and Shooters' Supply (\$17,312.00), GT Distributors Inc. (\$19,980.40), and Lou's Police Distributors (\$20,135.00).

Submission Date and Time: 4/7/2022 2:14 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u>	Dept. Head: <i>Armando Guzman 4/17/22</i>	Dept./ Desc.: <u>Police Operating Supplies</u>
Prepared by: <u>Ariadna Quintana</u>	Procurement: _____	Account No.: <u>001-2001-521.52-00</u>
Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Asst. City Mgr.: _____	Additional Funding: <u>N/A</u>
Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	City Manager: _____	Amount previously approved: \$ <u>N/A</u>
		Current request: \$ <u>17,312.00</u>
		Total vendor amount: \$ <u>17,312.00</u>

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING THE PURCHASE OF 60 GENERATION 5 GLOCK 17 SEMI-AUTOMATIC PISTOLS FROM LAWMEN'S SHOOTER'S SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$17,312; PROVIDING FOR AUTHORIZATION; DECLARING CERTAIN EQUIPMENT AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") Police Department is in need of 60 Generation 5 Glock 17 semi-automatic pistols, together with 45 streamlight mounts (the "Equipment") to replace the City's 45 used and 7 unused Generation 4 Glock 22 pistols (the "Surplus Equipment"); and

WHEREAS, in accordance with Section 31-11(c)(2) of the City's Code of Ordinances (the "Code"), the City requested three quotes to purchase the Equipment, anticipating that the good faith estimate total cost would not exceed \$25,000; and

WHEREAS, Lawmen's Shooter's Supply, Inc. (the "Vendor") submitted a quote totaling \$17,312 for the Equipment, including a trade-in credit of \$16,588 for the Surplus Equipment, a copy of which is attached hereto as Exhibit "A" (the "Quote"); and

WHEREAS, pursuant to the procurement process and the recommendation of the City Manager, the City Council desires to approve the purchase of the Equipment from the Vendor consistent with the Quote in an amount not to exceed \$17,312 pursuant to Section 31-11(c)(2) of the City Code; and

WHEREAS, the City Council declares the Surplus Equipment identified on Exhibit "B" attached hereto as surplus property as the Surplus Equipment has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the City Manager to trade-in the Surplus Equipment in accordance with the Quote; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL

OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the purchase of the Equipment pursuant to Section 31-11(c)(2) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to purchase the Equipment from the Vendor consistent with the terms and conditions of the Quote attached hereto as Exhibit "A," and to expend budgeted funds in an amount not to exceed \$17,312.

Section 4. Declaration of Surplus Property. That the Surplus Equipment has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes in light of the purchases authorized by this Resolution. Accordingly, the City Council declares the Surplus Equipment listed on Exhibit "B" attached hereto to be surplus personal property of the City.

Section 5. Authorizing Sale or Disposition of Surplus Property. That the City Manager is hereby authorized to trade-in the Surplus Equipment to the Vendor in accordance with the Quote attached hereto as Exhibit "A."

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

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

Vice Mayor Dr. Walter Fajet	_____
Councilman Bob Best	_____
Councilman Jacky Bravo	_____
Councilman Dr. Víctor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of April, 2022.

ATTEST:

MARIA PUENTE MITCHELL
MAYOR

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



Lawmen's & Shooters' Supply, Inc.

701 Columbia Blvd
Titusville, FL 32780
Main (321)360-3030

Quote for Quantity # 61280	
Pricing valid for quantity as quoted & for 30 days after 3/30/2022	Customer 67MSGPD
Buyer NELSON FIGUEREDO	
Email NFIGUEREDO@MSPD.US	
Phone 305/888-9711	Fax

Bill to

CITY OF MIAMI SPRINGS
FINANCE DEPARTMENT
201 WESTWARD DR, 1ST FL
MIAMI SPRINGS, FL 33166

Ship to

CITY OF MIAMI SPRINGS
POLICE DEPARTMENT
201 WESTWARD DR, 2ND FL
MIAMI SPRINGS, FL 33166

Agreement for Payment of Partial Shipments on File : Required to Separate P.O.'s per Vendor

Tax Exemptions on File : Terms Net 30 FOB Destination

Rep AS Email asimmons@lawmens.net

MfgPart#	Description	Unit Price	Qty Quoted	Total
PA175S702M...	GLOCK: PA175S702MOS: GLOCK 17 GEN 5 MOS, 9MM, SEMI-AUTO PISTOL, NIGHT SIGHTS, 4.49" BBL, FRONT SERRATIONS, 17 RND MAG CAPACITY ***BLUE LABEL ***	481.00	60	28,860.00
69260	STREAMLIGHT: 69260: TLR-1 HL TACTICAL WEAPONS-MOUNTED LIGHT, BLACK, 1000 LUMENS, INCLUDES RAIL LOCATING KEYS FOR GLOCK STYLE, 1913 PICATINNY, S&W 99TSW, AND BERETTA 92, LITHIUM BATTERIES, BOXED	112.00	45	5,040.00
TRADE-IN	GLOCK 22 GEN 4 W/GNS, 3 MAGAZINES, AND PLASTIC GLOCK BOX	-305.00	45	-13,725.00
TRADE-IN	GLOCK 22 GEN 4 W/GNS, 3 MAGAZINES, PLASTIC GLOCK BOX, NEW IN BOX, NEVER BEEN FIRED	-409.00	7	-2,863.00

Thank you for your business!	Subtotal	\$17,312.00
	Sales Tax (0.0%)	\$0.00
	Total	\$17,312.00

NAME	SERIAL NUMBER	
Chief Guzman, A.	PNB300	
Capt. Deal, J.	PNB311	
Lt. Gurney, C.	PNB314	
Lt. Perez, F.	PNB342	
Lt. Nunez, C.	PNB307	
Sgt. Sandoval, A.	PNB 310	
Ofc. Estok, E.	PNB349	
Sgt. Castillo, M.	PNB334	
Sgt. Fetters, G.	PNB338	
Det. Bente, D.	PNB305	Retired
Ofc. Simon, J.	PNB341	
Ofc. Cates, D.	PNB325	Retired
Det. Barrios, R.	PNB309	
Ofc. Collins, J.	PNB317	Retired
Ofc. Capote, J.	PNB331	
Ofc. Tamargo, R.	PNB312	
Det. Hall, J.	PNB332	
Ofc. Ferreiro, J.	PNB343	
Det. Pacheco, J.	PNB319	
Ofc. Figueredo, N.	PNB316	
Sgt. Castillo, R.	PNB340	
Ofc. Nickerson, B.	PNB329	
Ofc. Garcia, M.	PNB345	
Ofc. Garcia, D.	PNB346	
Ofc. Llorens, A.	WDT925	
Ofc. Castillo, J.	PNB306	
Ofc. Rodriguez, L.	PNB348	
Ofc. Borsten, J.	PNB347	
Ofc. Borges, Y.	PNB339	
Ofc. Robbins, J.	PNB320	
Det. Dweck, J.	BAHU178	
Sgt. Vargas, A.	BAHU179	
Ofc. Helfner, E.	WDT923	
Ofc. Collins, K.	BAHU177	
Ofc. Rodriguez, M.	BFFS384	
Ofc. Gonzalez, R.	BAHU238	
Ofc. Jordan, S.	PNB313	
Ofc. Iribar, F.	PNB344	
Ofc. Dominguez, R.	PNB324	
Ofc. Baan, C.	WDT936	
Ofc. Borges, E.	WDT924	
Ofc. Marrero, A.	BAHU176	
Ofc. Quiroga, C.	BEKU967	
Ofc. Hernandez, N.	BFFR174	

Ofc. Rodriguez, L D	BMAZ210	
Ofc. Filgueira	BMAZ241	
Ofc. Alvarez	BLXS062	Academy
Ofc. Gonzalez, A.	BMAZ214	Academy
NOT ASSIGNED	PNB 337	
NOT ASSIGNED	BMAZ243	
NOT ASSIGNED	BMAZ246	
NOT ASSIGNED	BMAZ240	
NOT ASSIGNED	BLXS061	
NOT ASSIGNED	BLXS063	
NOT ASSIGNED	BLXS064	
NOT ASSIGNED	BLXS065	

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING AN AGREEMENT WITH BTS LAND SERVICES, CORP. IN AN AMOUNT NOT TO EXCEED BUDGETED FUNDS FOR TREE AND PALM TRIMMING SERVICES UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF HALLANDALE BEACH REQUEST FOR QUOTES ENTITLED “CITY-WIDE TREE TRIMMING, PRUNING, REMOVAL, AND STUMP GRINDING SERVICES FY 2022, 2023, 2024” PURSUANT TO SECTION 31-11(E)(5) OF THE CITY CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) has been named as a “Tree City” and been awarded the “Tree City Growth Award” by the National Arbor Day Foundation on multiple occasions; and

WHEREAS, the City prides itself on, and desires to continue its efforts to enhance, its luscious tree canopy; and

WHEREAS, the City is in need of City-wide tree and palm trimming services (the “Services”); and

WHEREAS, the City of Hallandale Beach has an agreement with BTS Land Services, Corp. (the “Vendor”) for the Services pursuant to the Request for Quotes entitled, “City-Wide Tree Trimming, Pruning, Removal, and Stump Grinding Services FY 2022, 2023, 2024” and the City of Hallandale Beach’s Purchase Order Terms and Conditions (the “City of Hallandale Beach Contract”); and

WHEREAS, Section 31-11(E)(5) of the City’s Code of Ordinances (the “Code”) provides that purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector cooperative purchasing or not-for-profit companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases; and

WHEREAS, in accordance with Section 31-11(E)(5) of the City’s Code of Ordinances, the City Council seeks to authorize the City Manager to execute an

agreement in substantially the form attached hereto as Exhibit "A" with the Contractor for the Services consistent with the terms and conditions of the City of Hallandale Beach Contract (the "Agreement"); and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

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

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Approval. That the City Council hereby approves the Agreement with the Contractor for the Services in an amount not to exceed budgeted funds pursuant to Section 31-11(E)(5) of the City Code.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to execute the Agreement in substantially the form attached hereto as Exhibit "A," subject to the approval of the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. That the City Manager is authorized to execute any purchase order or required documentation for the Services described in this Resolution and to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet _____
Councilman Bob Best _____
Councilman Jacky Bravo _____
Councilman Dr. Victor Vazquez _____
Mayor Maria Puente Mitchell _____

PASSED AND ADOPTED this 25th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI SPRINGS
AND
BTS LAND SERVICES, CORP.**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2022 (the “Effective Date”), by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the “City”), and **BTS LAND SERVICES, CORP.**, a Florida for-profit corporation (hereinafter, the “Contractor”). Collectively, the City and the Contractor are referred to as the “Parties.”

WHEREAS, the City is in need of citywide tree and palm trimming services (the “Services”); and;

WHEREAS, the City of Hallandale Beach has an agreement with BTS Land Services, Corp. (the “Vendor”) for the Services pursuant to the Request for Quotes entitled, “City-Wide Tree Trimming, Pruning, Removal, and Stump Grinding Services FY 2022, 2023, 2024” (the “RFQ”) and the City of Hallandale Beach Purchase Order Terms and Conditions (the “Terms”), which documents are attached hereto as Exhibit “A” and Exhibit “B” respectively (collectively, the “City of Hallandale Beach Contract”); and

WHEREAS, the Parties wish to incorporate the terms and conditions of the City of Hallandale Beach Contract in this Agreement, except as otherwise modified or amended herein; and

WHEREAS, Section 31-11(E)(5) of the City Code of Ordinances (the “Code”) provides that “All purchases of supplies, materials, or contractual services under the provisions of state or local government, or private sector Cooperative Purchasing or Not-For-Profit Companies, bids or contracts shall be exempt from the competitive bid requirements otherwise applicable to such purchases, provided that: (a) The terms and conditions of the original bid or contract by the state or local government are satisfactory to the City and that such terms and conditions are expressly extended to the City. (b) The bid or contract by the state or local government is in force prior to the proposed purchase of supplies or services by the City. (c) The purchasing agent has determined that purchasing materials, goods, supplies and contractual services under existing state or local government bids or contracts are in the best interests of the City.”; and

WHEREAS, pursuant to Section 31-11(E)(5) of the City Code, the City desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Contractor agree as follows:

- 1. Incorporation of Contract.** The terms and conditions of the City of Hallandale Beach Contract is incorporated as though fully set forth herein. Except as otherwise specifically set forth or

modified herein, all terms in the City of Hallandale Beach Contract are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

2. **Conflicts; Order of Priority.** This document without exhibits is referred to as the “Base Agreement.” In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
 - A. First Priority: Base Agreement;
 - B. Second Priority: Exhibit C – E-Verify Affidavit;
 - C. Third Priority: Exhibit A – City of Hallandale Beach RFQ;
 - D. Fourth Priority: Exhibit B – City of Hallandale Beach Terms.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the City of Hallandale Beach Contract unless otherwise provided in this Agreement. All references to the City of Hallandale Beach shall be replaced with the City of Miami Springs where applicable.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Compensation and Payment.**
 - A. Compensation for Services provided by the Contractor shall be in accordance with the unit prices quoted in the City of Hallandale Beach RFQ. Total compensation for the Services provided under this Agreement shall not exceed \$100,000.00.
 - B. Consultant shall deliver an invoice to City no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work completed for each task invoiced. The City shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the City Manager.
6. **Amending Section entitled “Boycott” of City of Hallandale Beach Contract.** The Section entitled “Boycott” of the City of Hallandale Beach Terms is hereby deleted in its entirety and replaced as follows:

Nondiscrimination. During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

7. **Amending Section entitled “Indemnification” of City of Hallandale Beach Contract.** The Section entitled “Indemnification” of the City of Hallandale Beach Terms is hereby deleted in its entirety and replaced as follows:

Indemnification.

- A. Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor’s performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the City for all its expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor’s performance or non-performance of this Agreement.
- B. Nothing herein is intended to serve as a waiver of sovereign immunity by the City nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The City is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- C. The provisions of this section shall survive termination of this Agreement.

8. **Amending Section entitled “Insurance” of City of Hallandale Beach Contract.** The Section entitled “Insurance” of the City of Hallandale Beach Terms is hereby deleted in its entirety and replaced as follows:

Insurance.

- A. Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.
- (1) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and

Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- (2) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

- (3) Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- (4) Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

- B. Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the

completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- C. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- D. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- E. The provisions of this section shall survive termination of this Agreement.

9. **Amending Section entitled "Litigation Venue" of City of Hallandale Beach Contract.** The Section entitled "Litigation Venue" of the City of Hallandale Beach Terms is hereby deleted in its entirety and replaced as follows:

Venue and Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

10. **Amending Section entitled "Termination" of City of Hallandale Beach Contract.** The Section entitled "Termination" of the City of Hallandale Beach Terms is hereby deleted in its entirety and replaced as follows:

Termination.

- A. The City Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Contractor, or immediately with cause.
- B. Upon receipt of the City's written notice of termination, Contractor shall immediately stop work on the project unless directed otherwise by the City Manager.

- C. In the event of termination by the City, the Contractor shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Contractor has first complied with the provisions of subsection (D).
- D. The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

11. Attorneys Fees and Waiver of Jury Trial.

- A. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- B. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Ownership and Access to Records and Audits.

- A. Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Agreement ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- B. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. The City Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.

- C. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- E. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- F. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- G. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- H. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, GONZALEZE@MIAMISPRINGS-FL.GOV.**

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how

to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

BTS LAND SERVICES, CORP.

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____

Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:
City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:
Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT "A"

City of Hallandale Beach
Request for Quotes entitled, "City-Wide Tree Trimming, Pruning, Removal, and Stump
Grinding Services FY 2022, 2023, 2024"

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath



Parks, Recreation, and Open Spaces
REQUEST FOR QUOTES
City-Wide Palm Trimming, Pruning, and Removal Services
FY 2022, 2023, 2024

INTRODUCTION / INFORMATION:

The City of Hallandale Beach (COHB) is requesting pricing/quotes for City-Wide Palm Trimming, Pruning, and Removal Services for the time frame of October 1, 2021, through September 30, 2024.

If your firm is interested in providing a quote/pricing, your firm must provide a response via email to HBParksRec@CoHB.org by no later than 08/30/21 9am.

LOCAL VENDOR PREFERENCE:

The City of Hallandale Beach has a Local City of Hallandale Beach Local Vendor Preference (LVP). The LVP may be granted to local vendors that will be utilized as vendors, contractors or subcontractors to perform the services, tasks, purchase, project.

You must read the entire Local Vendor Preference (LVP) found through the link below in order to properly submit the required documentation for the LVP Tier your firm is requesting. If you wish to apply for Local Vendor Preference, please contact the Procurement Department at 954-457-1331 for further details as necessary.
<http://cohb.org/180/How-to-Become-a-Vendor>

SCOPE OF WORK/ PRICES QUOTED MUST INCLUDE:

The Parks, Recreation, and Open Spaces Department is seeking a qualified contractor to provide Palm Tree Trimming, Pruning, Removal, and Stump Grinding Services to include labor and supplies on as needed basis based on below scope of work. All vendors must have a Certified Arborist on staff and all tree pruning and shaping done per the National Arborist Association pruning standards for palm trees.

Please fill out pricing per scope:

ITEM #	SCOPE OF WORK	UNIT/TOTAL PRICE
	PALM PRUNING	

Continued
 City of Hallandale Beach
 Parks, Recreation, and Open Spaces
 (Palm Trimming) - Request for Quotes

1.	Palm Pruning: 0' to 25' tree height Remove dead and damaged fronds, fruits and pods. Sterilize between palms.	\$32.00
2	Palm Pruning: 26' to 50' tree height Remove dead and damaged fronds, fruits and pods. Sterilize between palms.	\$32.00
3	Palm Pruning: 51' up tree height Remove dead and damaged fronds, fruits and pods. Sterilize between palms.	\$32.00
BEACH PALM PRUNING		
4	Beach Palm Pruning: 0' to 25' tree height Remove dead and damaged fronds, fruits and pods. Sterilize between palms.	\$32.00
5	Beach Palm Pruning: 26' to 50' tree height Remove dead and damaged fronds, fruits and pods. Sterilize between palms.	\$32.00
6.	Beach Palm Pruning: 51' up tree height Remove dead and damaged fronds, fruits and pods. Sterilize between palms.	\$32.00
PALM REMOVAL		
7.	Complete Removal of Palm Trees: 0' to 25' tree height Removal of palm tree including stump grinding	\$50.00
8.	Complete Removal of Palm Trees: 26' to 50' tree height Removal of palm tree including stump grinding	\$100.00
9.	Complete Removal of Palm Trees: 51' up tree height Removal of palm tree including stump grinding	\$250.00
MISC.		
10.	Hourly rate for emergency calls out	\$275.00
TOTAL COST FOR ITEMS 1 - 10		\$867.00

PROJECT TIMELINE:

Time to accomplish and complete job	10/01/2021 – 09/30/2024
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INSURANCE:

A Certificate of Insurance must be provided by the awarded firm via email to: HBParksRec@CoHB.org before commencement/provision of any services, work and/or provision of items purchased.

Continued
City of Hallandale Beach
Parks, Recreation, and Open Spaces
(Palm Trimming) - Request for Quotes

A purchase order will be provided to the awarded firm via email and will serve as the binding contract for City-Wide Palm Trimming, Pruning, and Removal Services to be provided.

All equipment and costs associated to provide the City-Wide Palm Trimming, Pruning, and Removal Services shall be the responsibility of your firm.

PRICING VALID:

The quote your firm provides shall be valid from October 1, 2021 through September 30, 2024.

VENDOR REGISTRATION:

If you are a new vendor, please follow the link below and follow instructions to register:

www.cohb.org/VendorSelfService

REFERENCES:

Firm must provide (3) references of work of similar scope and type as stated in this RFQ, preferably government related, and provide the entity name where services were provided, the contact name, title of project manager, updated email address and phone number for the project manager.

CONTACT:

All questions about this request for quotes shall be submitted via e-mail. The contact for this RFQ is:

Contact Name:	Bob Williams
Contact Number:	954-457-2235
Email:	rwilliams@cohb.org
Address:	410 SE 3 rd Street
City/State/Zip Code:	Hallandale Beach, Florida 33009

CONCLUSION:


All purchase orders issued as a result of this request for quote issued to your firm are bound by the terms and conditions of the COHB. To review the purchase order terms and conditions please visit:

<http://www.cohb.org/1086/Forms>

Continued
City of Hallandale Beach
Parks, Recreation, and Open Spaces
(Palm Trimming) - Request for Quotes

REQUEST FOR QUOTE SUBMITTED BY:

The Vendor must return the entire Request for Quotes including this page signed by a member of the company that is duly authorized to execute agreements for your firm. By signing below the firm acknowledges and agrees to the terms and conditions of this RFQ and following:

COMPANY NAME:	BTS Land Services Corp
SIGNATURE OF PRESIDENT AND/OR OWNER:	
PRINT THE NAME OF PERSON SIGNING ABOVE:	Sandra Shinabery

DATE OF SIGNATURE __AUGUST 27TH, 2021__.

PLEASE STATE ANY VARIANCES AND/OR COMMENTS AND/OR CHANGES TO THE ABOVE INFORMATION FOR YOUR FIRM TO PROVIDE PRICE IN RESPONSE TO THIS REQUEST FOR QUOTES AND TO PROVIDE THE SERVICES AS REQUIRED ABOVE. **IF NO VARIANCES, PLEASE STATE NONE.**

Pricing Submitted does not apply to Specialty pruning of Date/Medjool Palms.
Date/Medjool Palms are priced separately at \$65.00 per Palm Trim.

Continued
City of Hallandale Beach
Parks, Recreation, and Open Spaces
(Palm Trimming) - Request for Quotes

EXHIBIT "B"

City of Hallandale Beach
Purchase Order Terms and Conditions



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

Purchase Order

Fiscal Year 2022

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20220034-00**

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City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009

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BTS LAND SERVICES CORP
1555 SW 112TH AVE
DAVIE FL 33325

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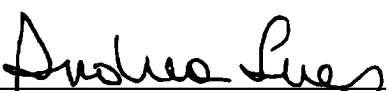
Attn: Cultural Community Cente
410 SE 3rd Street
Hallandale Beach FL 33009
954-457-1447

Vendor Phone Number	Vendor Fax Number	Requisition Number	Delivery Reference
954-998-1333		22000029	

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
10/11/2021	105999			Parks Maintenance

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	Tree Trimming and Pruning Serv				
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	Tree Trimming City Wide 7241 - 534010	1.0	EACH	\$34,050.000	\$34,050.00
2	Tree Trimming Medians / ROW 4110 - 534010	1.0	EACH	\$12,000.000	\$12,000.00

All purchase orders for the City of Hallandale Beach issued to a vendor are bound by the terms and conditions of the City of Hallandale Beach. To review the terms and conditions for the purchase please visit:
<http://www.hallandalebeachfl.gov/index.aspx?NID=777>

By 
Procurement Director

PO Total	\$46,050.00
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City of Hallandale Beach Purchase Order Terms and Conditions Agreement

The following terms and conditions are applicable to all purchase orders issued to a Vendor and entered into by and between the City of Hallandale Beach, Florida, referred to as City, and Vendor which are included by reference herein.

Acceptance. Vendor's acceptance of this order will be presumed unless Vendor acknowledges exception, in writing, to the City within ten (10) calendar days after the date of order.

Assignment. Any assignment of the purchase order, performance of work hereunder, in whole or in part, or monies due to become due hereunder, shall be void unless consented to by the City in writing through a purchase order and City shall have no obligations to any assignee of Vendor under any assignment not consented to in writing by the City.

Anti-Discrimination. Vendors doing business with the City are prohibited from discriminating 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: employee practices, rates of pay or other compensation methods and training selection.

Compliance.

- a. The Vendor shall observe and comply with all Federal, State, Local and Municipal Laws, Ordinance Rules and Regulations that apply to this purchase order.
- b. Vendor shall provide access to pertinent records relative to a purchase order for a period of three (3) years after the last receipt of payment is made under this purchase order, whichever occurs last.

Boycott. Procurement Code Chapter 23-6(l) prohibits the City from procuring goods and services from, or otherwise contracting with a business which engages in the boycott of a person or entity based on race, color, religion, gender, national origin, or any other legally protected class. By virtue of receipt of the Purchase Order, Firm agrees it is and shall remain in full compliance with Section 23-6 (l) of the City of Hallandale Beach City Code

Default. In the event of default by the Vendor, the City may procure the article or services covered by the purchase order from other sources and hold the Vendor responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

Deliveries. For hours of deliveries please contact the requesting Department to ensure business hours for such Department. Vendor shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Vendor of any add-on re-delivery, storage, or handling charges.

Excusable Delays. The City may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order.

F.O.B. In those cases where prices stated are not F.O.B. destination, Vendor is required to prepay charges and list such on the invoice.

Indemnification. To the extent authorized by any law, Vendor shall indemnify, save and hold harmless the City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees in performance of and pursuant to the terms of the purchase order.

Inspection. All commodities delivered on the purchase order are subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Vendor and will be returned at the Vendor's expense.

Insurance. If the Vendor is required to go on City property to perform work or services, the Vendor shall assume full responsibility and incur expense to obtain all necessary insurance as required by the City. The Vendor must have secured, maintained and provide the required amount of \$1,000,000 General Liability and \$500,000 Automobile Liability limits and must list the City as an additional insured. The Vendor must have Worker's Compensation coverage as required by law. An exception to the above stated limits or other requirements must be endorsed and approved by the City's Risk Manager.

Invoicing. Vendor must render an original invoice in duplicate to the Finance Department. This information is stated on the front of the purchase order. Any invoice not issued and provided to the City within 60 days from receipt of the Purchase Order will not be paid.

Legal Responsibility. By accepting this purchase order, Vendor understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances and regulations. Lack of knowledge by the Vendor shall in no way be a cause of relief from responsibility.

Liability-copyright/patent/trademark. Vendor shall save and hold harmless City of Hallandale Beach, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this purchase order.

Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, in the 17th Judicial Circuit, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Modifications/Changes to purchase order. No modifications and/or changes shall be binding upon the City unless approved in writing by the City through a revised purchase order. Quantities specified in the purchase order cannot be changed without written approval by the City which will be provided through a new modified/revised purchase order.

Occupation Safety and Health. Vendor compliance required under Chapter 553.62, Florida Statutes, or otherwise by law, that any toxic substance delivered as a part of the purchase order must be accompanied by a Material Safety Data Sheet (MSDS).

Payment Changes. Payments will only be made to the Vendor at the address as set forth on the purchase order unless the Vendor has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

Polystyrene (Styrofoam) Administrative Policy. The City of Hallandale Beach Administrative Policy 2009.002, Expanded Polystyrene Administrative Policy was approved by the City commission during the April 18, 2018 by City Commission. The Policy is to preserve and enhance the health and quality of the environment in Hallandale Beach by restricting the use of City funds by City employees, contractors, and/or vendors to purchase expanded polystyrene (Styrofoam) products for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds.

Publicity. No endorsement by the City of the product and/or service will be used by Vendor in any way, manner or form in product literature or advertising.

Purchase Order Number. The purchase order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning the purchase order.

Quantities. Quantities specified in the order cannot be changed without City approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

Responsibility. Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized City Of Hallandale Beach order.

Representatives. All parties to the purchase order agree that the representatives named therein are, possess full and complete authority to bind said parties.

Sustainable Practice Administrative Policy. The City of Hallandale Beach Administrative Policy 2009.002, Sustainable Practice Policy was approved by the City Manager on October 9, 2019. The Policy is to set a standard of sustainable, environmentally preferable, and resilient practices, purchases, and procurement made to demonstrate the City's commitment to environmental stewardship. Under the policy the city's purchases and procurements must meet certain sustainability qualifications including: (1) copy paper, cardboard, business cards, and office supplies must contain a minimum of 20% recycled content, (2) cleaning and janitorial products must be Green Seal certified including 100% post-consumer recycled content paper products, (3) appliances and electronics must be EnergyStar or EPEAT certified, (4) lighting and light fixtures must be EnergyStar certified, (5) HVAC systems and equipment must be EnergyStar certified whenever possible, (6) indoor and outdoor water fixtures and irrigation must be WaterSense certified, (7) fleet vehicles must be electric or hybrid wherever appropriate and, (8) capital and/or infrastructure projects with a lifespan of 30 years or more shall be designed to withstand 34 inches of sea level rise by 2060, 81 inches of sea level rise if infrastructure's lifespan extends to 2100, and must be able to withstand corrosion caused by exposure to saltwater. Click to access 2009.004 Sustainable Practice Policy.

Tax. The City is tax exempt from Federal and State taxes for tangible personal property. Vendor doing business with the City may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor be authorized to use the City's Tax Exemption Number in acquiring such materials.

Termination. City reserves the right to terminate the purchase order in whole or in part for default if Vendor fails to perform in accordance with any of the requirements of the purchase order or if Vendor becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Vendor under any State or Federal Law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by City. Vendor will be liable for excess cost of re-procurement. The Purchase Order may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY. The Purchase Order may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

Terms. By accepting the purchase order, the Vendor agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with City's policies and procedures.

Unacceptable Terms. No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring City of Hallandale Beach to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

Uniform Commercial Code. The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the City and the Vendor for any terms and conditions not specifically stated in the purchase order.

Warranty. Vendor acknowledges that the materials being ordered are for incorporation for a City project. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions, the terms of which are incorporated herein, whichever warranty provides the City with the greatest protection.



AGENDA MEMORANDUM

Meeting Date: 4/25/2022

To: The Honorable Mayor Maria P. Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Zuzell E. Murguido, Senior Procurement Officer

Subject: ITB 02-21/22 Exterior Painting of the City of Miami Springs Community Center (Award Contract)

RECOMMENDATION: Recommendation by Finance- Professional Services that Council award City ITB #02-21/22 for Exterior Painting of the City of Miami Springs Community Center, to Mario’s Painting and Services, Inc., the lowest responsive-responsible bidder and authorize the execution of a contract (attached), in the amount not to exceed \$51,922.50, pursuant to Section §31.11 (E)(1) of the City Code, as funds were budgeted in the FY 21/22 budget in the amount of \$80,000.00.

DISCUSSION: The City advertised an Invitation to Bid (ITB) for Exterior Painting of the City of Miami Springs Community Center, for proposers to provide bids for the scope of work which consisted of painting exterior areas previously painted such as exterior vertical stucco walls, masonry and concrete walls, stucco façade, soffits, ceilings, parapets, perimeter walls, expansion joints, crown trim, and utility doors, rails and frames, decorative overhang, pipes, supports, valves, equipment, stairways, railings, ladder leading to roof, gutters, water down spouts, trim, decorative panels, window frames, light fixtures (if applicable), drip edge of roof, etc. In addition to surface preparation, surface repairs, cleaning, patching, caulking, sealing, scraping, sanding, priming, and finish coat painting.

On March 15, 2022 the City advertised this ITB through the Daily Business review, posted on DemandStar, as well as on the Cities web page and on the Cities message board located in the lobby. In addition, we notified 10 potential contractors of the opportunity to bid. The City received four (4) responses (attached) from the following companies: Mario’s Painting and Service, Inc., at \$51,992.50, Milani Construction Corp., at \$118,800.00, New Age Construction Group, at \$97,252.60 and Titan Industrial Services, Inc., at \$249,810.00. Responses were evaluated by Zuzell Murguido, Senior Procurement Officer (bid tabulation and references attached), and some key points that were considered were Scope of Services Plan, proposer’s qualifications, references and cost. Mario’s Painting and Services, Inc., was the lowest responsive-responsible bidder with the lowest cost of \$51,922.50. Due to the location and nature of this project, which said venue hosts several events, those of which were previously coordinated in advance, this entire project must be completed within 120 days which will be approximately at the end of August 2022.

An alternate bid was requested, to remove all the textured stucco coating on the exterior of the building in order to paint a smooth surface finish. The textured walls continually peel away in time, so we felt the need to request for the alternate bid, in the event the City could afford the work. Mario’s Painting and Service, Inc. quoted \$191,250.00 for this labor-intensive work for a total cost of \$243,172.50 for the textured stucco removal, prep work and painting of the building. If the City were to complete this additional work, the cost would need to come from the designated fund balance for the difference. The City budgeted \$80K, the bid came in at approx. \$52K with a difference of \$28K. The balance needed is \$215,172.50 which would come from the designated fund balance if approved.

FISCAL IMPACT: None, if alternate bid is not chosen.

Submission Date and Time: 4/13/2022 4:30 PM


<p style="text-align: center;"><u>Submitted by:</u></p> <p>Department: <u>Finance</u></p> <p>Prepared by: <u>Zuzell Murguido</u></p> <p>Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p style="text-align: center;"><u>Approved by (sign as applicable):</u></p> <p>Dept. Head: _____</p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p style="text-align: center;"><u>Funding:</u></p> <p>Dept./ Desc.: _____</p> <p>Account No.: _____</p> <p>Amount previously approved: \$ _____</p> <p style="text-align: right;">Current request: \$ <u>51,922.50</u></p> <p style="text-align: right;">Total vendor amount: \$ <u>51,922.50</u></p>
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BID OPENING

PRICE SHEET

Bid Opening
ITB # 02-21/22
Exterior Painting of the City of Miami Springs Community Center
Opened April 5, 2022 at 2:30 P.M.

CONTRACTOR'S NAME:	AMOUNT:
1- Miliani Construction group	\$118,800.00
2- Titan Industrial Services Inc	\$249,810.00
3- New Age Construction Group	\$97,252.60
4- Mario's Painting & Service	Bid amnt : \$51,922.50 Alt. \$191,250.00

Witnessed By: Sandra Duarte 
April 5th 2022

BID

TABULATION

Tabulation Sheet

Agency Name City of Miami Springs

Bid Number ITB-ITB# 02-21/22-0-2022/TM

Bid Name Exterior Painting of the City of Miami Springs Community Center

Bid Due Date 04/05/2022 14:30:00 Eastern

Bid Opening **Closed**

4 responses found.

✓ online,
 📧 offline,
 ● not submitting,
 🚫 not received

Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete							
1.	Mario's Painting and Service	04/04/2022 12:09:11 Eastern	21113 Johnson St Suite 115, Pembroke Pines, FL, 33029	\$51922.5000	191250.0000		Completed Supplier Response w/any required forms ✓
2.	Miliani Construction Corp	04/05/2022 13:25:59 Eastern	10891 NW 17 St Suite 144, Miami, FL, 33172	\$118800.0000	0.0000	Hispanic Owned, Small Business, Woman Owned	Completed Supplier Response w/any required forms ✓
3.	New Age Construction Group Inc	04/05/2022 12:06:49 Eastern	3140 sw 20 street, Miami, FL, 33145	\$97252.6000	0.0000		Completed Supplier Response w/any required forms ✓
4.	Titan Industrial Services Inc	04/05/2022 12:38:31 Eastern	4054 North point Rd., Baltimore, MD, 21222	\$249810.0000	0.0000		Completed Supplier Response w/any required forms ✓

BID

EVALUATION

4/5/2022 – 4/8/2022																
Title: Exterior Painting of the City of Miami Springs Community Center - ITB # 02-21/22																
Name of Bidder	Responsive/ Non Responsive	Letter of Intent	Base Proposal Amount	Optional Proposal	Total Bid Price (Base + Optional)	Three (3) References - Form 9 & 3 Reference Letters	Years of Experience in field	Industry Licensing Board/LBT/C certifications	Certificate of Liability Insurance	Project Implementation Strategy	Bid Security / Bid Bond	IRS FORM W-9	Price Proposal	Submitted one (1) electronic copy	Additional Comments	Signed Required RFP Documents
															Form	
															E-bid Complete Package	✓
															Response Checklist Form	✓
															Company Qualifications Questionnaire	✓
															Certificate of Authority	✓
															Acknowledgement of Agenda	✓
															Single Execution Affidavits	✓
															Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts	✓
Mario's Paiting and Service	Responsive	Yes	\$51,922.50	\$191,250.00	\$243,172.50	Yes/Yes	17 years	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Dispute Disclosure	✓
															Key Staff & Proposed Subcontractors	✓
															References	✓
															E-Verify Affidavit	✓
															IRS Form W-9	✓
															Price Proposal	✓
															Bid Security / Bid Bond	✓
															Form	
															E-bid Complete Package	✓
															Response Checklist Form	✓
															Company Qualifications Questionnaire	✓
															Certificate of Authority	✓
															Acknowledgement of Agenda	✓
															Single Execution Affidavits	✓
															Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts	✓
Milani Construction Corp.	Responsive	Yes	\$118,800.00	\$194,206.25	\$313,006.25	Yes/Yes	6 years	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Dispute Disclosure	✓
															Key Staff & Proposed Subcontractors	✓
															References	✓
															E-Verify Affidavit	✓
															IRS Form W-9	✓
															Price Proposal	✓
															Bid Security / Bid Bond	✓
															Form	
															E-bid Complete Package	✓
															Response Checklist Form	✓
															Company Qualifications Questionnaire	✓
															Certificate of Authority	✓
															Acknowledgement of Agenda	✓
															Single Execution Affidavits	✓
															Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts	✓
New Age Construction Group	Responsive	Yes	\$97,252.60	\$0.00	\$97,252.60	Yes/Yes	15 years	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Dispute Disclosure	✓
															Key Staff & Proposed Subcontractors	✓
															References	✓
															E-Verify Affidavit	✓
															IRS Form W-9	✓
															Price Proposal	✓
															Bid Security / Bid Bond	✓
															Form	
															E-bid Complete Package	✓
															Response Checklist Form	✓
															Company Qualifications Questionnaire	✓
															Certificate of Authority	✓
															Acknowledgement of Agenda	✓
															Single Execution Affidavits	✓
															Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts	✓
Titan Industrial Services, Inc.	Responsive	Yes	\$249,810.00	\$0.00	\$249,810.00	Yes/No	20 years	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Dispute Disclosure	✓
															Key Staff & Proposed Subcontractors	✓
															References	✓
															E-Verify Affidavit	✓
															IRS Form W-9	✓
															Price Proposal	✓
															Bid Security / Bid Bond	✓

PROPOSAL



Mario's Painting and Services, Inc.
21113 Johnson St Suite 115
Pembroke Pines, Fl 33029
786-348-1220
Mariospaintingandservice.com
info@mariospaintingandservice.com

Cover Page

Proposal for ITB No. 02-21/22 for the Exterior Painting of the City of Miami Springs
Community Center

Project Manager:
Jason Viera
786-348-1220
Jason.mpsinc@gmail.com

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

FORM 1
PROPOSAL CHECKLIST

- Form 1: Proposal Checklist
- Form 2: Company Qualifications Questionnaire
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- Form 3A: Certificate of Authority (for Corporations or Partnerships)
- Form 3B: Certificate of Authority (for Individuals)
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: E-Verify Affidavit
- Form 11: IRS Form W-9
- Form 12: Price Proposal
- Form 13: Bid Security/Bid Bond (unless waived)
- Form 14: Performance Bond & Payment Bond (unless waived)

Firm: MARIO'S PAINTING AND SERVICES INC

Date: 04/01/2022

Authorized Signature: 

Print or Type Name: JASON VIERA

Title: VICE PRESIDENT



Mario's Painting and Services, Inc.
21113 Johnson St Suite 115
Pembroke Pines, FL 33029
786-348-1220
Mariospaintingandservice.com
info@mariospaintingandservice.com

Letter of Intent

The best way to make a good first impression is with a fresh coat of paint. It's like a book cover: the first thing anybody notices. Nothing is more beautiful than a perfect paint job, and nobody does it better than Mario's Painting and Services, Inc.. As a dedicated team of local painters, we're committed to giving you the best treatment possible. We'll make sure you always make a good first impression. We understand this specific project will need the upmost care and safety as it will remain open for all regular daily activities. We have studied this project and have come up with a plan of action to best complete this project to maintain all daily operation. We are committed to working hand in hand with the city to ensure this gets done in a timely and professional manner. We have plenty of experience working with tilt-up building and texture coating like the one that is existing now. We can assure the city that all repairs to the textured coating will be done correctly. Mario's Painting and the entire staff is looking forward to working with the city of Miami Springs.

A handwritten signature in blue ink, appearing to be 'Mario', is written in a cursive style.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE**

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the ITB, you certify that any and all information contained in the Proposal is true, that your response to the ITB is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the ITB for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the ITB, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Mario's Painting and Services Inc
Firm Name

21113 Johnson Street, Suite 115, Pembroke Pines, FL 33029
Principal Business Address

786-348-1220
Telephone Number **Facsimile Number**

jason.mpsinc@gmail.com
Email Address

65-1109602
Federal I.D. No. or Social Security Number 20200298/01
Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? 17 years

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

P01000008881
Document Number 01/24/2001
Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR: County Certificate of Competency, Miami Dade County.

Specialty Contractor/Painting
Category 05BS00323
License No. 01/2005
Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm's primary business: Painting services

Please identify the number of continuous years your Firm has performed its primary business: 21 years

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date
Certificate of Competency	Construction Trade Qualifying Board	05BS00323	01/2005

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)
Jason Viera	Vice President	All

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	9
Total No. of Managerial/Administrative Employees	2
Total No. of Trades Employees by Trade	7

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Ohio Casualty Insurance Co	Ryan Parrish
Insurance Carrier Name	Insurance Carrier Contact Person
10167 W Sunrise Blvd , Plantation, Fl 33322	954-372-0438
	rparrish@bbimi.com
Insurance Carrier Address	Telephone No.
	Email

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)
Mario Cavadia	President	100%

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded
Florida Dept of Health	Vladimir Mendez	786-510-1575	vladimir.mendez@flhealth.gov	12/15/21
Village of Wellington	Jeffrey Stratton	561-735-2004	jstratton@wellingtonfl.gov	Oct 2019
City of Hialeah	Vince Rodriguez	786-261-4367	vrodriguez@hialeahfl.gov	Jan 2021
Daytona State College	Kyle Meyer	386-562-3668	kyle.meyer@daytonastate.edu	Oct 2020
School District of Indian River County	Michael Sturgis	772-925-2270	michael.sturgis@indianriverschools.org	May 2021

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: Mario's Painting and Services Inc

Authorized Signature: 

Date: 04/01/2022

Print or Type Name: Jason Viera

Title: Vice President



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

05BS00323

MARIOS PAINTING AND SERVICES INC
D.B.A.:
[Signature]

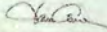
CAVADIA MARIO RAFAEL
Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2022

The image is a business certificate of competency. It features a photo of a man with glasses on the left. The text on the right includes the CTQB logo, the board's name, the certificate number 05BS00323, the company name MARIOS PAINTING AND SERVICES INC, and the individual's name CAVADIA MARIO RAFAEL. A signature is written over the name. At the bottom, it states the certificate is valid for contracting until 09/30/2022. The background of the certificate has a faint map of Miami-Dade County.

QUALIFYING TRADE(S)

0078 PAINTING
0053 FINISH CARPENTRY
0020 FLOORING
0099 GYPSUM DRYWALL FINISH

Jaime D. Gascon, P.E.
Secretary of the Board
Miami-Dade County retains all property rights herein.



www.miamidade.gov/economy

State of Florida

Department of State

I certify from the records of this office that MARIO'S PAINTING AND SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 24, 2001.

The document number of this corporation is P01000008881.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on February 1, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of February,
2022*



Ronald R. DeSantis
Secretary of State

Tracking Number: 3942616937CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

MARIO'S PAINTING AND SERVICES, INC.
21113 JOHNSON ST STE 115
PEMBROKE PINES FL 33029-1920

CITY OF PEMBROKE PINES
601 CITY CENTER WAY, LBTR-4TH FLOOR
PEMBROKE PINES, FL 33025

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20200298/01
RECEIPT-NO: 210772

RECEIPT-YEAR: OCTOBER 1, 2021 thru SEPTEMBER 30, 2022

BUS-NAME : MARIO'S PAINTING AND SERVICES, INC.
BUS-ADDR : 21113 JOHNSON ST STE 115
PEMBROKE PINES FL 33029-1920

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.



BUS-DESCR : ADMINISTRATIVE SERVICES

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION	INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
ADM SER ADMINISTRATIVE SERVICES	0	10/01/2021		P/Pines
SIGN BUSINESS SIGN	1	10/01/2021		P/Pines



Mario's Painting and Services, Inc.
21113 Johnson St Suite 115
Pembroke Pines, FL 33029
786-348-1220
Mariospaintingandservice.com
info@mariospaintingandservice.com

Current and Past Clients

- City of North Miami Police Dept
- City of Hialeah
- City of Daytona Beach
- Village of Royal Palm Beach
- Village of Wellington
- Indian River County School District
- Seminole Tribe of Florida
- Daytona State College
- State of Florida Health Dept
- City of Miramar
- City of Naples
- City of Boca Raton

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications
Jason Viera	Vice President	10	5	
Mario Cavadia	President	30+	21	
Richard Marquez	Super Intendent	10	2	

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the City:

_____ All of our employees are professionals with many years in the trade. We have enough crew members to easily complete this project.

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

Please identify each Key Staff member's engagement commitments that will exist concurrently with the City's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement
Jason Viera				

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number
N/A		

Firm: Mario's Painting and Services Inc

Authorized Signature: 

Date: 04/01/2022

Print or Type Name: Jason Viera

Title: Vice President



Mario's Painting and Services, Inc.
21113 Johnson St Suite 115
Pembroke Pines, Fl 33029
786-348-1220
Mariospaintingandservice.com
info@mariospaintingandservice.com

Project Implementation Strategy

First step is to identify any and all areas that are to remain open and unobstructed throughout the day as to keep business operations. We would then decide along with city staff on which area has the least amount of foot traffic and begin pressure washing and surface preparation in that area. We will move along accordingly and methodically to ensure proper surface preparation and paint application.

FORM 12
PRICE PROPOSAL

Base Price for Work Performed Pursuant to Section 2 (Services): \$ 51,922.50

Optional Proposal for Removal of Textured Stucco and required prep work: \$ 191,250.00

Total Bid Price including optional proposal, if accepted by the City: \$ 243,172.50

The base bid shall be as quoted for the One Hundred Twenty (120) day contract and shall not increase during any time.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Firm: Mario's Painting and Services Inc

Authorized Signature: 

Title: Vice President

Print or Type Name: Jason Viera

Date: 04/01/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB Insurance Marketing Inc 10167 W Sunrise Blvd 3rd Floor Plantation FL 33322	<table style="width: 100%;"> <tr> <td colspan="3">CONTACT NAME: Certificate Department</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 888-728-0817</td> <td colspan="2">FAX (A/C, No): 954-452-0450</td> </tr> <tr> <td colspan="3">E-MAIL ADDRESS: certificates@bbimi.com</td> </tr> </table> <table style="width: 100%; margin-top: 5px;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Ohio Casualty Insurance Co</td> <td>24074</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	CONTACT NAME: Certificate Department			PHONE (A/C, No, Ext): 888-728-0817	FAX (A/C, No): 954-452-0450		E-MAIL ADDRESS: certificates@bbimi.com			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Casualty Insurance Co	24074	INSURER B: Ohio Security Insurance Co	24082	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

INSURED
 Mario's Painting and Services, Inc. MARIPA1-01
 21113 Johnson St Suite 115
 Pembroke Pines FL 33029

COVERAGES **CERTIFICATE NUMBER: 1751597437** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="checked" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	BKS62756115	2/11/2022	2/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	ESO62756115	2/11/2022	2/11/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Painting Service
 Certificate holder is included as additional insured with respect to general liability when required to be named as such per written contract, and in accordance with all terms of the additional insured endorsement attached to the policy. Waiver of Subrogation in favor of the additional insureds applies to the general liability policy when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---------------------------	---



CERTIFICATE OF LIABILITY INSURANCE

Date
11/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Ajm Agencies Inc 4888 Nw 183rd St Ste 207 Miami Gardens, FL 33055-2942	CONTACT NAME: Arturo Molina	
	PHONE (A/C, No, Ext): 7865565210	FAX (A/C, No): 7864405652
E-MAIL ADDRESS: aimagencies@gmail.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Infinity Auto Insurance Company		11738
INSURED Marios Painting And Services Inc 21113 Johnson St Ste 115 Pembroke Pines, FL 33029	INSURED B :	
	INSURED C :	
	INSURED D :	
	INSURED E :	
	INSURED F :	

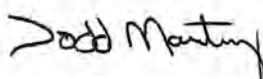
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVVD	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	509800042715001	11/21/2021	11/21/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Vehicle: 2020 Ford NM0LS7E21L1439214

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Service American Indemnity Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2325398 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SAICWC0432100	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE FL 33154

FORM 13
BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Mario's Painting and Services, Inc
as Principal and Proposer, and Great American Insurance Company

Hereinafter called Surety, are held and firmly bound unto the City of Miami Springs, a municipality within the State of Florida, and represented by its City Manager, in the sum of five percent of the proposed annual base bid amount of: \$ Five Percent of Amount Bid
(Written Dollar Amount) dollars (\$ 5% of Amount Bid) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the City of Miami Springs for the furnishing of all labor, materials (except those to be specifically furnished by the City), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

Exterior Painting of the City of Miami Springs Community Center
ITB NO. 02-21/22

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the proposal amount be submitted with said bid as a guarantee that the Proposer would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Miami Springs and furnishes the Performance Bond, in an amount equal to one hundred percent of the base bid amount, satisfactory to the City, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Miami Springs and the Surety herein agrees to pay said sum immediately upon demand of the City in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Mario's Painting and Services, Inc as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____
_____ under its corporate seal, and the said Great American Insurance Company
_____ as Surety herein, has caused these presents to be signed in its name by
its Attorney-in-Fact
_____ and attested in its name by its _____ Witness
_____ under its corporate seal, this 5th day of April, 2022.

In the presence of:

Y. Cardin

Witness #1 Print Name: Yanet Cavada
Yanet Cavada

Witness #2 Print Name: Lyanne Viera
Lyanne Viera

Mario's Painting and Services, Inc
Signed, sealed and delivered by:

[Signature]

Print Name: Jason Viera

Title: Vice President

Principal/Firm: Mario's Painting and Services, Inc

In the presence of:

[Signature]

Witness #1 Print Name: Kailee Stone

[Signature]

Witness #2 Print Name: Christian Collins

Great American Insurance Company
Signed, sealed and delivered by:

[Signature]

Attorney-In-Fact: Taylor Rosenhaus

(Power of Attorney to be attached)

N/A

Resident Agent

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20200

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
BRETT ROSENHAUS	ALL OF	ALL
DALE A. BELIS	DELRAY BEACH, FLORIDA	\$100,000,000
TAYLOR ROSENHAUS		
CHRISTIAN COLLINS		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 16TH day of FEBRUARY 2022

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 16TH day of FEBRUARY

2022, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 5th day of April, 2022



Steph L. C. B.

Assistant Secretary

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

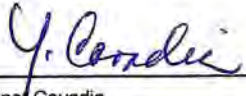
I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors / Partners of _____
Mario's Painting and Services, Inc


_____ a business existing under the laws of the State of Florida (the
"Entity") held on April 1st, 2022, the following resolution was duly
passed and adopted:

"RESOLVED, that, Jason Viera, as _____
Vice President of the Entity, be and is hereby authorized to
execute this Proposal dated April 1st, 2022, on
behalf of the Entity and submit this Proposal to the City of Miami Springs,
and this Entity and the execution of this Certificate of Authority, attested
to by the Secretary of the Corporation, and with the Entity's Seal affixed,
will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this 1st day of April, 2022.

Secretary: 
Print Name: Yanel Cavadia

President: 
Print Name: Mario Cavadia

(Seal)

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

Firm: Mario's Painting and Services Inc

Authorized Signature:  _____

Date: 04/01/2022

Print or Type Name: Jason Viera

Title: Vice President

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

**FORM 5
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

Mario's Painting and Services Inc
NAME OF PROPOSING OR BIDDING ENTITY

By: Jason Viera, Vice President
INDIVIDUAL'S NAME AND TITLE

65-1109602
FEIN OF PROPOSING OR BIDDING ENTITY

Date: 04/01/2022

Americans with Disabilities Act Compliance Affidavit

The above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

JV
Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt,

**CITY OF MIAMI SPRINGS
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in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Contractor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the

**CITY OF MIAMI SPRINGS
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calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

JV

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

JV

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Contractor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Contractor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

JV

Respondent Initials

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

JV

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

JV

Respondent Initials

Acknowledgment, Warranty, and Acceptance

**CITY OF MIAMI SPRINGS
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1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Contractor warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

JV

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)
Mario Cavadia	21113 Johnson Street, Suite 115 Pembroke Pines FL, 33029	100%

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address
N/A	

JV
Respondent Initials

Truth in Negotiation Certificate

The Contractor hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Invitation to Bid and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a),

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

JV

Respondent Initials

Prohibition on Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Invitation to Bid and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Contractor understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

JV

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

In the presence of:

Y. Cavadia
Witness #1 Print Name: Yanet Cavadia
Lyanne Cavadia
Witness #2 Print Name: Lyanne Cavadia

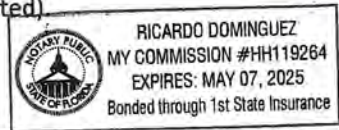
Signed, sealed and delivered by:

[Signature]
Print Name: Jason Viera
Title: Vice President
Firm: Mario's Painting and Services, Inc

ACKNOWLEDGMENT

State of Florida
County of ~~Florida~~ Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of April, 2022 by Jason Viera (name of person) as Vice President (type of authority) for Mario's Painting and Services (name of party on behalf of whom instrument is executed)



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: Mario's Painting and Services Inc

Authorized Signature:  _____

Date: 04/01/2022

Print or Type Name: Jason Viera

Title: Vice President

**CITY OF MIAMI SPRINGS
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**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO X

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: Mario's Painting and Services Inc

Authorized Signature:  _____

Date: 04/01/2022

Print or Type Name: Jason Viera

Title: Vice President

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

FORM 10
E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fag/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this ITB and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

In the presence of:

Signed, sealed and delivered by:

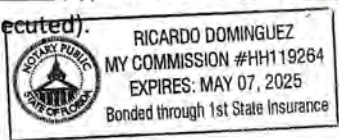
Y. Cavadia
Witness #1 Print Name: Yanet Cavadia
L. Viera
Witness #2 Print Name: Lyanne Viera

[Signature]
Print Name: Jason Viera
Title: Vice President
Firm: Mario's Painting and Services, Inc

ACKNOWLEDGMENT

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of April, 2022 by Jason Viera (name of person) as Vice President (type of authority) for Mario's Painting & Services (name of party on behalf of whom instrument is executed).



Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

My Company Account

My Company Profile

Company Information

Company Name

Marios Painting and Services, Inc

Doing Business As (DBA)

Company ID

1638669

Enrollment Date

02/11/2021

Employer ID Number

651109602

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Physical Address

21113 Johnson St suite 115
Pembroke Pines, FL 33029

Mailing Address

Same as Physical Address

[Edit Company Locations](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)
[Accessibility](#) [Plug-ins](#)

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:


<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: Mario's Painting and Services Inc

Authorized Signature:  _____ Date: 04/01/2022

Print or Type Name: Jason Viera Title: Vice President

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Mario's Painting and Services, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) # _____
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) # _____	
5 Address (number, street, and apt. or suite no.) See instructions. 21113 Johnson St suite 115	Requester's name and address (optional) _____ _____
6 City, state, and ZIP code Pembroke Pines, FL 33029	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5		1	1	0	9	6	0	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person #	Date # 4/1/22
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: School District of Indian River County

Reference Contact Person/Title/Department: Michael Sturgis / Construction Manager / Facilities Dept

Contact Number & Email 772-925-2270 Michael.sturgis@indianriverschools.org

Public Entity Size/Number of Residents/Square Mileage: N/A

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Sebastian River High School Exterior Painting. Project started June 2021 and completed August 2021. 23 Buildings were painting including doors and handrails.

Is the Contract still Active? Yes _____ No X

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

REFERENCE #2

Public Entity Name: Village of Wellington

Reference Contact Person/Title/Department: Jeffrey Stratton / Facilities Manager

Contact Number & Email 561-735-2004 jstratton@wellingtonfl.gov

Public Entity Size/Number of Residents/Square Mileage: N/a

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Exterior Painting of Village Hall. Interior Painting of Village park Recreation center

Is the Contract still Active? Yes _____ **No** _____

**CITY OF MIAMI SPRINGS
INVITATION TO BID NO. 02-21/22**

REFERENCE #3

Public Entity Name: City of Hialeah

Reference Contact Person/Title/Department: Vince Rodriguez Director of Construction and Maintenance Dept

Contact Number & Email 786-261-4367 vrodriguez@hialeahfl.gov

Public Entity Size/Number of Residents/Square Mileage: n/a

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) Exterior painting and waterproofing of Villa Terresita apt building.

Is the Contract still Active? Yes _____ **No** _____

REFERENCES



City of Miami Springs

Bid References Evaluation for ITB 02-21/22 for Exterior Painting of the City of Miami Springs Community Center

Company Name:	School District of Indian River County	
Project Name:	Exterior Painting of the City of Miami Springs Community Center	
Vendor in Review:	Mario's Painting and Services, Inc.	
Contact Person/ Title:	Michael Sturgis	
Phone Number:	772-925-2270	
E-mail Address:	Michael.sturgis@indianriverschools.org	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?		
Was their responsiveness with any demands in a timely manner?		
Were there any change orders on the project? If so, why?		
Explain:		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)		
Comments:		



City of Miami Springs

Bid References Evaluation for ITB 02-21/22 for Exterior Painting of the City of Miami Springs Community Center

Company Name:	City of Hialeah	
Project Name:	Exterior Painting of the City of Miami Springs Community Center	
Vendor in Review:	Mario's Painting and Services, Inc.	
Contact Person/ Title:	Vince Rodriguez	
Phone Number:	786-261-4367	
E-mail Address:	vrodriguez@hialeahfl.gov	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was their responsiveness with any demands in a timely manner?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Were there any change orders on the project? If so, why?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Explain: What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)	Satisfactory	
Comments:		



City of Miami Springs

Bid References Evaluation for ITB 02-21/22 for Exterior Painting of the City of Miami Springs Community Center

Company Name:	Village of Wellington	
Project Name:	Exterior Painting of the City of Miami Springs Community Center	
Vendor in Review:	Mario's Painting and Services, Inc.	
Contact Person/ Title:	Jeffrey Stratton	
Phone Number:	561-735-2004	
E-mail Address:	jstratton@wellingtonfl.gov	
	YES	NO
Did they perform satisfactorily to the work that was asked of them?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was their responsiveness with any demands in a timely manner?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Were there any change orders on the project? If so, why?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Explain: <i>We added more work that wasn't in the original spec</i>		
What is your overall satisfaction with this company? (i.e.-Satisfactory, un-satisfactory, no comments)	<i>Satisfactory</i>	
Comments: <i>Mario's was very professional and the Village of Wellington continues to do business with the Contractor.</i>		

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, SELECTING MARIO'S PAINTING AND SERVICES, INC. FOR THE EXTERIOR PAINTING OF THE CITY OF MIAMI SPRINGS COMMUNITY CENTER PURSUANT TO INVITATION TO BID NO. 02-21/22; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN AN AMOUNT NOT TO EXCEED \$51,922.50; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the "City") issued Invitation to Bid No. 02-21/22 (the "ITB") for the exterior painting of the City's Community Center (the "Services"); and

WHEREAS, the ITB was advertised in the *Daily Business Review*, posted on DemandStar, as well as on the City's website and City lobby; and

WHEREAS, four sealed bids were received by the ITB deadline; and

WHEREAS, Mario's Painting and Service, Inc. (the "Contractor") was the lowest, most responsive and responsible bidder, with a bid submittal totaling \$51,922.50; and

WHEREAS, pursuant to the ITB competitive selection process and the recommendation of the City Manager, the City Council desires to select the Contractor to perform the Services and authorize the City Manager to negotiate and execute a Contract with the Contractor in an amount not to exceed \$51,922.50, in substantially the form attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

Section 1. Recitals. That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Selection. That the City Council hereby selects the Contractor to perform the Services pursuant to the ITB.

Section 3. Authorization. That the City Council hereby authorizes the City Manager to negotiate and execute the Contract with the Contractor in an amount not to

exceed \$51,922.50, in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. That this Resolution shall be effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilwoman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

CONTRACT FOR CONSTRUCTION

THIS CONTRACT FOR CONSTRUCTION (this "Contract") is made this _____ day of _____, 2022 (the "Effective Date") by and between the **CITY OF MIAMI SPRINGS, FLORIDA**, a Florida municipal corporation, (the "City"), and **MARIO'S PAINTING AND SERVICES, INC.**, a Florida For-Profit Corporation (the "Contractor").

WHEREAS, the City issued Invitation to Bid No. 02-21/22 (the "ITB") for the exterior painting of the City's Community Center located at 1401 Westward Drive (the "Project"), which ITB is incorporated herein by reference and made a part hereof; and

WHEREAS, in response to the City's ITB, the Contractor submitted a bid for the Project ("Bid"), which Bid is incorporated herein by reference and made a part hereof, and includes the Schedule of Bid Items ("Pricing") attached hereto as Exhibit "D"; and

WHEREAS, Contractor submitted the lowest, responsive and responsible bid in response to the ITB and was selected and awarded this Contract pursuant to Resolution No. XXXX-XX for performance of the Work (as hereinafter defined); and

WHEREAS, Contractor has represented to the City that it possesses the necessary qualifications, experience and abilities to perform the Work or the Project, and has agreed to provide the Work on the terms and conditions set forth in this Contract.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. SCOPE OF WORK

1.1. Contractor hereby agrees to furnish all of the labor, materials, equipment, services and incidentals necessary to perform all of the work described in the Contract Documents (the "Work" or the "Project") including, without limitation as described in the approved plans, drawings and/or specifications prepared by the City (the "Project Consultant")¹ attached hereto as Exhibit "A" (the "Plans"), the City Approved Color Swatch for City Buildings attached hereto as Exhibit "B," and any other documents incorporated herein by reference and made a part of this Contract for the following Project:

Exterior Painting of the City of Miami Springs Community Center

2. CONTRACT TIME

¹ Where the City does not have a project consultant, the term "Project Consultant" shall mean the City Manager and/or Building Official.

- 2.1. Contractor shall be instructed to commence the Work by written instructions in the form of a Notice to Proceed, attached hereto as Exhibit "C," providing a commencement date and issued by the City Manager or designee. The Notice to Proceed will not be issued until Contractor's submission to City of all required documents and after execution of this Contract.
- 2.2. Time is of the essence throughout this Contract. The Contractor shall prosecute the Work with faithfulness and diligence and the **Work shall be substantially completed within 120 calendar days from the date specified in the Notice to Proceed ("Contract Time")**. Substantial Completion shall be defined for this purpose as the date on which City receives beneficial use of the Project. **The Work shall be fully completed in accordance with the Contract Documents within thirty (30) calendar days from substantial completion ("Final Completion Time")**. The Final Completion date is defined as the date agreed to by the City when all Work has been completed in accordance with the Contract Documents and Contractor has delivered to City all documentation required herein.
- 2.3. Upon failure of Contractor to complete the Contract within the Final Completion Time, Contractor shall pay to City the sum of Three Hundred Dollars (\$300.00) for each calendar day after the expiration of the Final Completion Time until the Contractor achieves Final Completion and the Project is in a state of readiness for final payment to the Contractor. These amounts are not penalties but are liquidated damages payable by Contractor to City for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by City as a consequence of Contractor's delay and failure of Contractor to complete the Contract on time.
- 2.4. City is authorized to deduct the liquidated damages from monies due to Contractor for the Work under this Contract. In case the liquidated damage amount due to City by Contractor exceeds monies due Contractor from City, Contractor shall be liable and shall immediately upon demand by City pay to City the amount of said excess.

3. CONTRACT PRICE

- 3.1. City shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed **\$51,922.50** in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "D." This sum ("Contract Price") shall be full compensation for all services, labor, materials, equipment and costs, including overhead and profit, associated with completion of all the Work in full conformity with the Contract Documents and adjusted only by written change orders signed by both parties and approved as required by local law. The Contract Price shall include all applicable sales taxes as required by law.
- 3.2. City shall make progress payments, deducting the amount from the Contract Price above on the basis of Contractor's Applications for Payment on or before twenty (20) days after receipt of the Pay Application. Rejection of a Pay Application by the City shall be within twenty (20) days after receipt of the Pay Application. Any rejection shall specify the applicable deficiency and necessary corrective action. Any undisputed portion shall be paid as specified above. All such payments will be made in accordance with the Schedule of Values established in the Contract Documents or, in the event there is no Schedule of Values, as otherwise provided in the Contract Documents. In the event the Contract Documents do not provide a Schedule of Values or other payment

schedule, Applications for Payment shall be submitted monthly by Contractor on or before the 10th of each month for the prior month. Progress payments shall be made in an amount equal to the percentage of Work completed as determined by the City or City's Project Consultant, but, in each case, less the aggregate of payments previously made and less such amounts as City shall determine or City may withhold taking into account the aggregate of payments made and the percentage of Project completion in accordance with the Contract Documents and Schedule of Values, if any. The Contractor agrees that ten percent (10%) of the amount due for each progress payment or Pay Application (the "Retainage") shall be retained by City until final completion and acceptance of the Work by City. In the event there is a dispute between Contractor and City concerning a Pay Application, dispute resolution procedures shall be conducted by City commencing within 45 days of receipt of the disputed Payment Application. The City shall reach a conclusion within 15 days thereafter and promptly notify Contractor of the outcome, including payment, if applicable.

- 3.3.** Each Pay Application shall include an affidavit or partial release or waiver of lien by Contractor indicating that partial payments received from the City for the Work have been applied by Contractor to discharge in full all of Contractor's obligations, including payments to subcontractors and material suppliers.
- 3.4.** The payment of any Application for Payment by the City, including the final request for payment, does not constitute approval or acceptance by the City of any item of the Work reflected in such Application for Payment, nor shall it be construed as a waiver of any of the City's rights hereunder or at law or in equity.
- 3.5.** Upon Final Completion of the Work by Contractor in accordance with the Contract Documents and acceptance by the City, and upon receipt of consent by any surety, City shall pay the remainder of the Contract Price (including Retainage) as recommended by the City's Project Consultant and Building Official. Final payment is contingent upon receipt by City from Contractor of at least one complete set of as-built plans, reflecting an accurate depiction of Contractor's Work.
- 3.6.** This Contract is subject to the conditions precedent that: (i) City funds are available and budgeted for the Contract Price; (ii) the City secures and obtains any necessary grants or loans for the accomplishment of this Project pursuant to any borrowing legislation adopted by the City Council relative to the Project; and (iii) City Council enacts legislation which awards and authorizes the execution of this Contract, if such is required.

4. CONTRACT DOCUMENTS

- 4.1.** The Contract Documents, which comprise the entire agreement between the City and the Contractor concerning the Work, consist of this Contract for Construction (including any change orders and amendments thereto), the Plans and Specifications, the Technical Specifications, any Bidding Documents or procurement documents for the Project, the Contractor's Bid for the Project (including the Schedule of Bid Items-Pricing), the Bonds (defined herein), Insurance Certificates, the Notice of Award, and the Notice to Proceed, all of which are deemed incorporated into and made a part of this Contract by this reference and govern this Project. In the event of any conflict among the foregoing, the documents shall govern in the order listed herein and/or as determined by the City's Building Official or City Engineer. Contractor is

reminded and hereby recognizes that all Work under this Contract must comply with all applicable federal, state and local law. Any mandatory clauses which are required by applicable law shall be deemed to be incorporated herein.

4.2. This Contract incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of these Contract Documents that are not contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.3. The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; however in no circumstances shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

5. INDEMNIFICATION

5.1. The parties agree that 1% of the total compensation paid to the Contractor for the performance of this Contract shall represent the specific consideration for the Contractor's indemnification of the City as set forth in this Article.

5.2. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, consultants, and employees, from and against any and all demands, claims, losses, expenses, suits, liabilities, causes of action, judgment or damages, including but not limited to legal fees and costs and through appeal, arising out of, related to, resulting from, or in any way connected with Contractor's performance or non-performance of this Contract or with Contractor's obligations or the Work related to the Contract, including but not limited to by reason of any damage to property, or bodily injury or death incurred or sustained by any person, or to injury to or destruction of tangible property or any other property (other than the Work itself) including the loss of use resulting therefrom, caused in whole or in part by any willful, wanton, or negligent, or grossly negligent acts or omissions of Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by applicable law and regardless of the negligence of any such party. Contractor shall defend, indemnify, and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation or worker's compensation claims under federal or state law.

5.3. In any and all claims against the City or any of its officers, consultants, agents or employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by Contractor, any Subcontractor, person or organization to perform or furnish any of the Work or any person or entity for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the

amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

- 5.4.** It is the specific intent of the parties hereto that the foregoing indemnification shall comply with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all of the Contract Documents for this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 5.5.** Notwithstanding any obligation which may be set forth or required in the Contract or Contract Documents, the City shall not indemnify or hold harmless the Contractor or any Subcontractor, Engineer, or any officer, director, partner, employee, agents, consultant of each or any of them from any claims, costs, losses or damages arising out of any Work performed or this Contract, and any reference or inclusion of such indemnification by the City or Owner in the Contract Documents is hereby deleted. The parties acknowledge and agree that the City is a municipal corporation that enjoys sovereign immunity pursuant to applicable law, and shall not and does not waive any rights and protections pursuant to such sovereign immunity. Nothing in this Contract is intended to waive the City's sovereign immunity, nor shall anything in this Contract shall be construed to waive the City's sovereign immunity.
- 5.6.** The provisions of this section shall survive termination of this Contract.

6. INSURANCE AND BONDS

6.1. Insurance

6.1.1. Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by Bests Rating and qualified to do business in the State of Florida. Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured, no later than ten (10) days after award of this Contract and prior to the execution of this Contract by City and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 6.1.

6.1.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit (except for Products/Completed Operations) shall be in the amount of \$2,000,000. If lower or higher coverage is required, the City shall select this box and insert the limits to replace

the amounts set forth in this section: Revised limits: \$ _____ (per occurrence); \$ _____ (aggregate).

6.1.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Work pursuant to this Contract who is not covered by Worker's Compensation insurance.

6.1.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

6.1.1.4. Builder's Risk property insurance upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of City and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. If Builder's Risk insurance is not required for this Project, the City shall select this box: .

6.1.1.5. Contractor acknowledges that it shall bear the full risk of loss for any portion of the Work damaged, destroyed, lost or stolen until Final Completion has been achieved for the Project, and all such Work shall be fully restored by the Contractor, at its sole cost and expense, in accordance with the Contract Documents.

6.1.2. Certificate of Insurance. On or before the Effective Date of this Contract, the Contractor shall provide the City with Certificates of Insurance for all required policies. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Contract, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

6.1.2.1. Additional Insured. The City is to be specifically included as an Additional Insured for the liability of the City resulting from Work performed by or on behalf of the Contractor in performance of this Contract. The Contractor's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a

severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

6.1.2.2. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

6.1.3. The provisions of this section shall survive termination of this Contract.

6.2. Bonds. Prior to performing any portion of the Work and within three (3) days of the Effective Date hereof, the Contractor shall deliver to City the Bonds required to be provided by Contractor hereunder (the bonds referenced in this Section are collectively referred to herein as the "Bonds"). Pursuant to and in accordance with Section 255.05, Florida Statutes, the Contractor shall obtain and thereafter at all times during the performance of the Work maintain a separate performance bond and labor and material payment bond for the Work, each in an amount equal to one hundred percent (100%) of the Contract Price and each in the form provided in the Contract Documents or in other form satisfactory to and approved in writing by City and executed by a surety of recognized standing with a rating of B plus or better for bonds up to Two Million Dollars. The surety providing such Bonds must be licensed, authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds is included in the Contract Price. If notice of any change affecting the Scope of the Work, the Contract Price, Contract Time or any of the provisions of the Contract Documents is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to City. As authorized by Section 255.05(1)(a), Florida Statutes, if this Project is exempt from posting of a payment and performance bond, the City shall select this box: .

6.3. Notwithstanding any obligation which may be set forth or required in the Contract Documents, the City shall not be required to procure or maintain any insurance in connection with the Work or this Contract, including, but not limited to, Owner's Liability Insurance or Property Insurance.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1. In order to induce the City to enter into this Contract, the Contractor makes the following representations and warranties:

7.1.1. Contractor represents the following:

7.1.1.1. Contractor has examined and carefully studied the Contract Documents and the other data identified in the bidding documents, including, without limitation, the "technical specifications and data" and plans and specifications and the Plans.

- 7.1.1.2.** Contractor has visited the Project site and become familiar with and is satisfied as to the general and local conditions and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.1.1.3.** Contractor has taken affirmative efforts, either in past experience or active due diligence, to become familiar with, and warrants to comply, with all federal regulated stated herein, and other applicable federal, state, and local laws, regulations, and permits necessary for the legal performance of this Contract. Contractor is aware of all regulations and permits that may affect cost, progress, performance and furnishing of the Work. Contractor agrees that it will at all times comply with all requirements of the federal, state, and local laws, regulations, and permits applicable to the Work—even if such laws and regulations are not specifically enumerated in this Agreement.
- 7.1.1.4.** Contractor has had the opportunity and made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the Project site. Contractor acknowledges that the City does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground or ground facilities at, contiguous or near the site or for existing improvements at or near the Project site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities and improvements) at, contiguous or near to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 7.1.1.5.** Contractor is aware of the nature of Work to be performed by the City and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.1.1.6.** Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.1.1.7.** Contractor has given City written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by City is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.1.1.8.** The Contractor agrees and represents that it possesses the requisite qualifications and skills to perform the Work and that the Work shall be executed in a

good and workmanlike manner, free from defects, and that all materials shall be new and approved by or acceptable to City, except as otherwise expressly provided for in the Contract Documents. The Contractor shall cause all materials and other parts of the Work to be readily available as and when required or needed for or in connection with the construction, furnishing and equipping of the Project.

7.1.2. Contractor further covenants and warrants the following:

7.1.2.1. Anti-Discrimination: Contractor agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and agrees to abide by all federal and state laws regarding non-discrimination.

7.1.2.2. Anti-Kickback: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the City has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.1.2.3. Licensing and Permits: Contractor warrants that it shall have, prior to commencement of Work under this Contract and at all times during said Work, all required valid licenses and permits in compliance with all applicable laws and regulations, whether federal, state, County or City. Contractor acknowledges that it is the obligation of Contractor to obtain all licenses and permits required for this Project, including City building permits. If the City's building permit fees are waived for this Project, the City shall select this box: . If permits are required by any other governing body or agency, the Contractor shall be obligated to pay the fees.

8. DEFAULT AND TERMINATION

8.1. Events of Default. The happening of any one or more of the following shall be deemed an Event of Default under this Contract, if the Contractor:

8.1.1. fails to timely begin the Work;

8.1.2. fails to perform the Work with sufficient workers and equipment or has insufficient materials to insure the prompt completion of the Work within the Contract Time as specified in Article 2 of this Contract and the applicable Notice to Proceed;

8.1.3. performs the Work unsuitably or causes the Work to be rejected as defective and unsuitable;

8.1.4. discontinues the prosecution of the Work pursuant to the accepted schedule;

8.1.5. fails to perform or comply with any material term set forth in the Contract Documents;

- 8.1.6. becomes insolvent, declared bankrupt, commits any act of bankruptcy or insolvency, or makes an assignment for the benefit of creditors; or
 - 8.1.7. causes any act, whatsoever, not to carry on the Work in an acceptable manner.
- 8.2. In the Event of Default, the City may, upon seven (7) days written notice:
- 8.2.1. terminate the services of Contractor;
 - 8.2.2. exclude Contractor from the Project site;
 - 8.2.3. provide for alternate prosecution of the Work;
 - 8.2.4. appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable; and
 - 8.2.5. finish the Work by whatever methods it may deem expedient.
- 8.3. In the event of an Event of Default, the Contractor shall not be entitled to receive any further payment, from the time notice of termination is sent, until the Project is completed. All damages, costs and charges incurred by City, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed monies due Contractor from City, Contractor shall be liable and shall pay to City the amount of said excess promptly upon demand therefore by City. In the event it is adjudicated that City was not entitled to terminate the Contract as described hereunder for default, then the Contract shall automatically be deemed terminated by City for convenience as described below.
- 8.4. **Termination for Convenience.** This Contract may be terminated by the City for convenience, or for any reason, upon seven (7) calendar days' written notice to the Contractor, in the sole discretion of the City, including, but not limited to, if the City has determined that such cancellation will be in the best interest of the City for its own convenience or funding is not available, appropriated, or budgeted.
- 8.4.1. In the event the Contract is terminated for convenience, then the Contractor shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subcontractor obligations, and will be paid for Work performed to the satisfaction of the City as of the termination date. No consideration will be given for anticipated lost revenue, overhead, mobilization or demobilization or the canceled portions of the Contract. In such event, the Contractor shall promptly submit to the City its Application for Payment for final payment which shall comply with the provisions of the Contract Documents.
- 8.5. If an Event of Default, or any default of any other material term in this Contract, by the Contractor, then the Contractor shall also be liable for all damages caused by its default which damages may include, but not be limited to, any and all costs incurred by the City in completing the Project, Liquidated Damages as set forth in this Contract, damages arising out of the Contractor's failure to adhere to the Contract requirements, and all attorney's fees and costs incurred by the City in seeking legal relief for the default.

8.6. The rights and remedies of the City herein shall be cumulative and not mutually exclusive, and the City may resort to any one or more or all of said remedies without exclusion of any other. No party other than the City, whether the Contractor, a material man, laborer, subcontractor, or supplier, shall have any interest in the funds withheld because of a default herein, and shall not have any right to garnish or require or compel that payment thereof be applied toward the discharge or satisfaction of any claim or lien which any of them may have.

9. MISCELLANEOUS

9.1. No Assignment. Neither party shall assign the Contract or any sub-contract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City Manager.

9.2. Contractor's Requirements.

9.2.1. Contractor to Check Plans, Specifications, and Data. Contractor shall verify all dimensions, quantities, and details shown on the Plans, Specifications or other data received from the City's Project Engineer, and shall notify the City's Project Engineer in writing of all errors, omissions, and discrepancies found therein within three (3) calendar days of discovery and City's Project Engineer will promptly review the same. Any Work done after such discovery, but prior to written authorization of the City's Project Engineer, will be done at the Contractor's sole risk.

9.2.2. Contractor's Responsibility for Damages and Accidents.

9.2.2.1. Contractor shall be responsible for promptly notifying the City of any damage to irrigation systems, buildings or other structures, vehicles, or property or possessions, which occur as a result of the Work performed by Contractor pursuant to this Contract, or the improper or negligent activities of the Contractor.

9.2.2.2. Contractor shall accept full responsibility for, and insure, the Work against all loss or damage of any nature sustained until final acceptance by City and shall promptly repair any damage done from any cause.

9.2.2.3. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by City, Contractor shall replace same without cost to City.

9.3. Defective Work. Warranty and Guarantee.

9.3.1. The City shall have the authority to monitor the Work and Contractor's contracting terms with subcontractors, but such right shall not give right to a duty or obligation to such monitoring.

9.3.2. City shall have the authority to reject or disapprove Work which the City finds to be defective. If required by the City, Contractor shall promptly either correct all defective Work or remove such defective Work and replace it with nondefective Work. Contractor shall bear

all direct, indirect and consequential costs of such removal or corrections including cost of testing laboratories and personnel.

9.3.3. Should Contractor fail or refuse to remove or correct any defective Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the City or its designee, City shall have the authority to cause the defective Work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by City in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, City may declare Contractor in default.

9.3.4. The Contractor shall unconditionally warrant and guarantee all labor, materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. If, within one (1) year after the date of substantial completion, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from City, shall promptly correct such defective or nonconforming Work within the time specified by City without cost to City. Should the manufacturer of any materials and equipment furnished provide for a longer warranty, then the Contractor shall transfer such warranty to the City prior to Final Completion. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects. Contractor shall provide and assign to City all material and equipment warranties upon completion of the Work hereunder.

9.3.5. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered.

9.4. Legal Restrictions; Hours of Work; Traffic Provisions.

9.4.1. Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of Work and Contractor's general operations. Contractor shall conduct its operations pursuant to all necessary permits from applicable jurisdictions. Contractor shall conduct its operations so as not to interfere with or close any thoroughfare, without the written consent of the City or governing jurisdiction.

9.4.2. Work is anticipated to be performed Monday through Friday in accordance with the requirements and limitations of applicable law including, without limitation, the City Code of Ordinances. The Contractor shall not perform Work beyond the time and days provided above without the prior written approval of the City.

9.5. Examination and Retention of Contractor's Records.

9.5.1. Contractor shall comply with the applicable provisions of Section 119.0701, Florida Statutes (Florida's Public Records Law). Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of final payment for all Work performed pursuant to this Contract. The City or any of its duly authorized representatives shall, until three (3) years after final payment under this Contract, have access to and the

right to examine any of the Contractor's books, ledgers, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.

9.5.2. The Contractor agrees to include in any subcontractor contracts for this Project corresponding provisions for the benefit of City providing for retention and audit of records.

9.5.3. The right to access and examination of records stated herein and in any subcontracts shall survive termination or expiration of this Contract and continue until disposition of any mediation, claims, litigation or appeals related to this Project.

9.5.4. The City may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the City Manager or designees to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

9.6. No Damages for Delay. No claim for damages or any claim, other than for an extension of time shall be made or asserted against City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to, costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable or whether or not caused by City. Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay. Notwithstanding the above Contractor may be granted an extension of time and suspension of liquidated damages for any delay beyond the control of the Contractor. Should any delay, disruption, interference or hindrance be intentionally caused by the City, for a continuous period or cumulative period of thirty (30) days, the Contractor may terminate the Contract upon seven (7) days written notice to the City.

9.7. Authorized Representative.

9.7.1. Before commencing the Work, Contractor shall designate a skilled and competent authorized supervisor and representative ("Authorized Representative") acceptable to City to represent and act for Contractor and shall inform City, in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Contractor. Contractor shall keep City informed of any subsequent changes in the foregoing. Such representative shall be present or duly represented at the Project site at all times when Work is actually in progress. All notices, determinations, instructions and other communications given to the authorized representatives of Contractor shall be binding upon the Contractor.

9.7.2. The Authorized Representative, project managers, superintendents and supervisors for the Project are all subject to prior and continuous approval of the City. If, at any time during the term of this Contract, any of the personnel either functionally or nominally performing any of the positions named above, are, for any reasonable cause whatsoever, unacceptable

to the City, Contractor shall replace the unacceptable personnel with personnel acceptable to the City.

9.8. Taxes. Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all taxes imposed by law at the time of this Contract. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds Owner harmless from any liability on account of any and all such taxes, levies, duties and assessments.

9.8.1. Notwithstanding anything contained in the Contract Documents to the contrary, the City may exercise its right to implement an owner direct purchase program whereby the City will directly purchase equipment or materials for the Work. Under an owner direct purchase program, Contractor shall work with the City to identify materials and equipment for purchase by the City. Contractor will receive, unload, properly store, and provide insurance consistent with the requirements of this Agreement and applicable law and regulations for all equipment and materials purchased under an owner direct purchase program. The Contract Price shall be reduced as appropriate by the value of the purchase order(s), plus the applicable sales tax, issued by the City under any owner direct purchase program.

9.9. Utilities. Contractor shall, at its expense, arrange for, develop and maintain all utilities at the Project to perform the Work and meet the requirements of this Contract. Such utilities shall be furnished by Contractor at no additional cost to City. Prior to final acceptance of the Work, Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of this Contract.

9.10. Safety. Contractor shall be fully and solely responsible for safety and conducting all operations under this Contract at all times in such a manner as to avoid the risk of bodily harm to persons and damage to property. Contractor shall continually and diligently inspect all Work, materials and equipment to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. Contractor shall have sole responsibility for implementing its safety program. City shall not be responsible for supervising the implementation of Contractor's safety program, and shall not have responsibility for the safety of Contractor's or its subcontractor's employees. Contractor shall maintain all portions of the Project site and Work in a neat, clean and sanitary condition at all times. Contractor shall assure that subcontractors performing Work comply with the foregoing safety requirements.

9.11. Cleaning Up. Contractor shall, at all times, at its expense, keep its Work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, construction materials, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all rubbish, unused materials and other equipment and materials belonging to it or used in the performance of the Work and Contractor shall leave the Project in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by City at Contractor's expense.

9.12. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder and in accordance with this Contract shall be

in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

- 9.13. Public Entity Crimes Affidavit.** Contractor shall comply with Section 287.133, Florida Statutes, and (Public Entity Crimes Statute) notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 9.14. Capitalized Terms.** Capitalized terms shall have their plain meaning as indicated herein.
- 9.15. Independent Contractor.** The Contractor is an independent contractor under the Contract. This Contract does not create any partnership nor joint venture. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.
- 9.16. Payment to Sub-Contractors; Certification of Payment to Subcontractors:** The term “subcontractor”, as used herein, includes persons or firms furnishing labor, materials or equipment incorporated into or to be incorporated into the Work or Project. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts as a condition precedent to payment to Contractor by the City. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor’s work is satisfactorily complete and accepted by the City.
- 9.17. Liens.** Contractor shall not permit any mechanic’s, laborer’s or materialmen’s lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to a bond, or post a bond sufficient to cause the Clerk of the Circuit Court of Miami-Dade County, Florida, to discharge such lien pursuant to Chapter 713.24, F.S. In the event Contractor fails to so discharge or bond the lien or liens within such period as required above, City shall thereafter have the right, but not the obligation, to discharge or bond the lien or liens. Additionally, City shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay City’s reasonable attorneys’ fees and costs incurred in connection therewith.
- 9.18. Governing Law.** This Contract shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Contract shall be proper exclusively in Miami-Dade County, Florida.
- 9.19. Waiver of Jury Trial.** CITY AND CONTRACTOR KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN STATE AND OR FEDERAL COURT PROCEEDINGS IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT FOR CONSTRUCTION, ARISING OUT OF, UNDER,

OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OR INACTIONS OF ANY PARTY.

9.20. Notices/Authorized Representatives. Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Contract or such other address as the party may have designated by proper notice.

9.21. Prevailing Party; Attorneys' Fees. In the event of any controversy, claim, dispute or litigation between the parties arising from or relating to this Contract (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses, paralegals' fees, experts' fees and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

9.22. Ownership and Access to Records and Audits.

9.22.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the City which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the City. Contractor shall promptly disclose such Work Product to the City and perform all actions reasonably requested by the City (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

9.22.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Contract. The City Manager or her designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any records of the Contractor involving transactions related to this Contract. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract, and following completion of the Contract until the records are transferred to the City.

9.22.3. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

9.22.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the City.

9.22.5. Upon completion of this Contract or in the event of termination by either party, any and all public records relating to the Contract in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Contract, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

9.22.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

9.22.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Contract by the City.

9.22.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ERIKA GONZALEZ, MMC, CITY CLERK, 201 WESTWARD DRIVE, MIAMI SPRINGS, FL 33166, 305-805-5006, gonzaleze@miamisprings-fl.gov.

9.23. DBE Contract Assurance.

9.23.1. City affirms it has encouraged women-owned, minority owned, and disadvantaged businesses of the Project and be responsive to the opportunity of the award of this Contract.

9.23.2. Contractor, or any subcontractor performing Work under this Contract, shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out all applicable requirements of 49 CFE Part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the City deems appropriate.

9.24. Scrutinized Companies.

9.24.1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

9.24.2. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Tow may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false

certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

9.24.3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

9.24.4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

9.25. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

10. SPECIAL CONDITIONS

10.1. The following provisions in this Section 10 supersede any other provisions contained in this Contract only to the extent of any conflict with same. These provisions are particular to a given transaction and are transaction specific.

10.2. Preliminary Steps.

10.2.1. Pre-Construction Conference. Within fourteen (14) calendar days after this Contract is executed by both parties, and before any Work has commenced, a pre-construction conference will be held between the City, the Contractor, and the Project Consultant. The Contractor must submit its project schedule and schedule of values, if applicable, prior to this conference.

10.3. Project Schedule. Contractor must submit a proposed Project Schedule as follows:

10.3.1. Schedule must identify the schedule for the Project. The proposed Project schedule must be submitted within three (3) calendar days from the date this Contract is executed by both parties for the review and approval of the Project Consultant or City as applicable. This initial schedule shall establish the baseline schedule for the Project.

10.4. Staging Site.

10.4.1. The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its

equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the City.

10.4.2. The City at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the City, the City assumes no responsibility or liability for the equipment or materials stored on the site, and the Contractor will be solely responsible for any loss, damage or theft to its equipment and materials. The Contractor must restore the site to its pre-existing condition prior to the Contractor's use of the site.

10.4.3. The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Contractor must have the prior written approval of the City as to the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

10.4.4. Parking. No parking is permitted at a City-provided staging site without the prior written approval of the City.

10.5. Project Signage. "INTENTIONALLY OMITTED"

10.6. Royalties and Patents. All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

10.7. Purchase and Delivery, Storage and Installation. All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing any damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, state (including FDOT), Miami-Dade County, and City laws, rules and regulations. No materials will be stored on-site without the prior written approval of the City.

10.8. Substitutions. Substitution of any specified material or equipment requires the prior written acceptance of the Project Consultant. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Consultant to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's responsibility to meet the requirements of the Contract Documents. The City may require an adjustment in price based on any proposed substitution.

10.9. Unsatisfactory Personnel.

10.9.1. Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

10.9.2. The City may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or

Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the City within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The City will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

10.10. Contract Modification.

10.10.1. Change Orders.

10.10.1.1. Without invalidating the Contract Documents, and without notice to any Surety, the City reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the City. 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 Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a change order ("CO") approved in advance, and issued in accordance with provisions of the Contract Documents.

10.10.1.2. For Contractor initiated change orders, the Contractor is required to provide the Project Consultant with a detailed Request for Change Order ("RCO") in a form approved by the City, which must include the requested revisions to the Contract, including, but not limited to, adjustments in the Contract Price and/or Contract Time. The Contractor must provide sufficient supporting documentation to demonstrate the reasonableness of the RCO. The City may require Contractor to provide additional data including, but not limited to, a cost breakdown of material costs, labor costs, labor rates by trade, work classifications, and overhead rates to support the RCO. If applicable, the RCO must include any schedule revisions accompanied by an explanation of the cost impact of the proposed change. Failure to include schedule revisions in an RCO will be deemed as the Contractor's acknowledgement that the changes included in an RCO will not affect the project schedule.

10.10.1.3. Any modifications to the Contract Work, Contract Time, or Contract Price, must be effectuated through a written CO executed by both parties.

10.10.1.4. In the event a satisfactory adjustment cannot be reached, and a CO has not been issued, given that time is of the essence, the City reserves the right, at its sole option, to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work at the unit prices provided in the Contract Documents. Where the City directs the Contractor to proceed on a time and materials basis, the Contractor must maintain detailed records of all labor and material costs including but not limited to payroll records and material receipts. Contractor must demonstrate its costs with sufficient evidence to be entitled to compensation from the City.

10.10.2. Extension of Contract Time.

10.10.2.1. If the Contractor is delayed at any time during the progress of the Work beyond the time frame provided for Final Completion by a delay beyond the reasonable control of the Contractor, then the Contract Time shall be extended subject to the following conditions:

10.10.2.1.1. The Contractor submits an RCO requesting the additional Contract Time within five (5) calendar days after the Contractor knew or should have known about the delay;

10.10.2.1.2. The cause of the delay arose after the issuance of the NTP and could not have been anticipated by the Contractor through reasonable investigation before proceeding with the Work;

10.10.2.1.3. The Contractor demonstrates that the completion of the Work will actually be affected by the cause of the delay;

10.10.2.1.4. The delay cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures of the Contractor.

10.10.3. Continuing the Work

10.10.3.1. Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with City, including disputes or disagreements concerning an RCO. Contractor shall not delay any Work pending resolution of any disputes or disagreements.

10.11. As-Built Drawings. "INTENTIONALLY OMITTED"

10.12. Specifications and Addenda: Legibly mark each section to record:

10.12.1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

10.12.2. Changes made by Project Consultant's written instructions or by Change Order.

10.13. Approved Shop Drawings: "INTENTIONALLY OMITTED"

10.14. Record Set. "INTENTIONALLY OMITTED"

10.15. Maintenance of Traffic. Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times. Prior to commencement of the Work, Contractor must provide the City with a proposed MOT plan for review. The City may require revisions to the

proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks. Failure to provide an MOT plan may result in the issuance of a stop work order. The Contractor will not be entitled to additional Contract Time for delays resulting from its failure to provide the required MOT plan. If MOT is not required, the City shall select this box: .

10.16. Hurricane Preparedness. During such periods of time as are designated by the United States Weather Bureau or Miami-Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the City, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has been given notice of same, in accordance with the Miami-Dade County Code. Compliance with any specific severe weather event or alert precautions will not constitute additional work. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the City has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year as first stated above.

CITY OF MIAMI SPRINGS

MARIO'S PAINTING AND SERVICES, INC.

By: _____
William Alonso, CPA, CGFO
City Manager

By: _____
Name: _____

Attest:

Title: _____

By: _____
Erika Gonzalez, MMC
City Clerk

Entity: _____

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
City Attorney

Addresses for Notice:

City of Miami Springs
Attn: City Manager
201 Westward Drive
Miami Springs, FL 33166
305-805-5011 (telephone)
alonsow@miamisprings-fl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Haydee Sera, Esq.
City of Miami Springs City Attorney
2800 Ponce de Leon Boulevard, 12th Floor
Coral Gables, FL 33134
hsera@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (email)

EXHIBIT A

Invitation to Bid No. 02-21/22 – Scope of Work

SECTION 2

SERVICES NEEDED BY THE CITY

2.1 SCOPE OF SERVICES

The City of Miami Springs, Florida (City) is actively seeking a qualified Contractor, hereinafter referred to as Contractor, to paint the Community Center facility, as specified by the City of Miami Springs in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (ITB).

2.2 TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

The work performed by the Contractor shall include, but not be limited to, all labor, materials, tools, equipment (including but not limited to scissor lifts and scaffolding), supervision, transportation, and incidentals required to prepare surfaces and apply paint as necessary to complete the project. The Contractor must perform all functions and activities in compliance to established industry practices and in a manner to produce finished work of quality, appearance and durability while avoiding any potential damages to the building, site and wellbeing of the community centers patrons.

The scope of work shall involve painting exterior areas previously painted such as exterior vertical stucco walls, masonry and concrete walls, stucco façade, stucco soffits, stucco ceilings, stucco parapets, stucco perimeter walls, stucco bands, expansion joints, crown trim, services and utility doors, rails and frames, metal brackets/flashings to decorative overhang, PVC pipes, supports, valves, equipment, stairways, railings, ladder leading to roof, gutters, water down spouts, trim, decorative panels, window frames, light fixtures (if applicable), exposed miscellaneous metal, metal scuppers, and drip edge of roof. In addition to surface preparation, surface repairs, cleaning, patching, caulking, sealing, scraping, sanding, priming, and finish coat painting.

Alternate Scope:

An alternate bid is required to remove all the textured stucco coating on the exterior of the building. The bid should include all the tools, labor and equipment necessary for the removal and prep work required for a smooth surface finish, as the textured surface will no longer be an option once removed. This alternate bid, if approved, will be added to the base bid price of the initial work above. This additional scope is not to be considered part of the base bid cost, as it is a separate item. All restoration work must be addressed in response to ITB for consideration of additional work. Refer to separate line item on Rate Sheet.

The facility is located at:

1. Community Center exterior – 1401 Westward Drive, Miami Springs, Florida, 33166.

2.3 GENERAL

Prior to starting work, the Contractor shall check colors and products to ensure conformity to specified color and finish as specified by the City.

2.4 PAINT PRODUCT REQUIREMENTS

All colors shall be selected by the City to match the colors of existing structures and comply with the City's applicable "All Other Commercial Areas" approved color palette adopted by City Resolution # 2011-3510.

1. The current Benjamin Moore paint colors of the facility are as follows:

- BM- AC-8 butte rock
- BM- AC-12 copper mountain
- BM- 2163-10 log cabin
- BM- 2165-70 butter pecan
- BM- 27C-21 golden corn
- (or City-Approved Equivalents).

2. Submittals (prior to project commencement):

- a. Submit product data and manufacturer's installation/application instructions for each paint and coating product to be used.
- b. Submit product data for the use and application of paint thinner.
- c. Upon completion, provide the following for each product:
 - Product name, type and use
 - Manufacturer's product number
 - Color numbers and samples of each
 - MPI Environmentally Friendly Classification System Rating
 - Manufacturer's Safety Data Sheets (SDS)
 - Indicate VOCs during application and curing.

3. All paints must be 100% acrylic latex paints.

4. All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be from a single manufacturer for each system used, in their original containers and with the manufacturer's label intact. All surfaces shall be prepared, primed, painted and sealed. Paint coatings shall be applied at a rate and thickness to provide corrosion (rust) protection and decorative finish according to industry standard practice as recommended by the manufacturer.

5. Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in the Master Painters Institute (MPI) Approved Product List and shall be compatible with other coating materials as required.

6. All materials and paints shall be lead and mercury free.

7. Where required, paint products shall meet "Environmentally Friendly" ratings based on Volatile Organic Compounds (VOC) (Environmental Protection Agency Method 24) content levels.

8. All paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes, runs, sags, cracks, air entrapment, etc. All paint shall be applied per label and data sheet instructions per the manufacturer.

9. Where required, paints and coatings shall meet flame spread and smoke developed ratings designated by local Code requirements and/or authorities having jurisdiction.

2.5 SITE PREPARATION

Practice standard recommendations in regard to preparation of surfaces to receive paint and application of paint itself. Procedures shall include, but not necessarily be limited to, the following:

1. Remove all hardware, hardware accessories, signs, surface plates, electrical cover plates and similar items in place that are not to be painted prior to surface preparation and painting operations. If they cannot be removed, they must be tape masked before painting.

2. Before painting in any section of the building, use suitable temporary covers, masking tape, drop clothes/sheets, drapes and/or barriers, etc. wherever necessary to protect fixtures, flooring or other finishes that are to be painted or not to ensure that they are not exposed to paint or damage. These shall be removed when protection is no longer required.

3. Cleaning – Chemically treat, pressure clean and clean down and remove, from all exterior surfaces including walkways, entrances, and joints to be painted, any oil, grease, dirt and loose foreign matter, including loose mill scale (iron oxide), loose paint, mold mildew, dirt, sealants and corrosion products, in a manner which causes neither undue damage to the substrate nor damage to, or contamination of, the surroundings or the paint system to be applied with a pressure washer with at least water pressure of 2500-3000 p.s.i. Use power tool clean per SSPC-S3 when sandblasting is not feasible for any loose rust and mill scale. Use a hand tool clean per SSPC-SP2 for hand chipping, scraping, sanding and wire brushing. Rinse all cleaned surfaces thoroughly with water and allow the surface to dry before painting.;

4. Glossy Surfaces - Adequately scuff and/or solvent or chemically etch as appropriate to provide satisfactory adhesion for subsequent paint coats;

5. Filling - Fill cracks, holes and marks with fillers, sealers or grouting cements as appropriate for the finishing system and substrate as per manufacturer's recommendation, and match existing exterior finish, to ensure all coats finish seamlessly; Tint filler to match substrate if the finish is transparent.

6. Tape non-painted surfaces adjacent to areas of painting to ensure that no brush or roller marks appear on doors, wood frames, or stone floor and skirting. Place painting canvas and tarps to prevent drip marks or spills onto carpet or stone floors.

7. Remove all existing caulking / sealants around windows, door frames, and where the floor meets the wall to be reapplied upon completion.

8. All deteriorated or delaminated substrates (i.e. wood, wood siding, stucco and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications. Delaminating substrate is defined as a substrate surface that paint is being applied to lifting or peeling away from the previous coating/s or original substrate/s.

2.6 PRODUCT APPLICATION

1. Contractor shall comply with manufacturer's written recommendations or specifications, including product application, technical bulletins, handling, storage and installation instructions, and data sheet.

2. "Ridging" at roller overlaps shall not be permitted. Apply finish as heavily as possible without running to provide a uniform finish and color free from brush marks, hairs and other imperfections.

3. Paint surfaces behind mobile equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture.

4. Finish exterior painted doors on tops, bottoms and side edges the same as the exterior face. Sand lightly between each successive coat as imperfect areas are spotted such as drywall patch marks, runs, or other non-finished blemishes.

5. Contractor shall post "Wet Paint" warning notices where applicable until paint is dry.

6. Contractor shall not paint over dirt, dust, scale, grease, moisture or conditions detrimental to a durable and acceptable finish.

7. Contractor shall apply base/ prime coat specific to surface requirements.

8. Initial First coat: Use 3/4" or 1" nap rollers approved for rough textured stucco surfaces and apply paint and related material over any patched or repaired drywall surface and let dry prior to applying final coats.

9. Final paint shall be applied in two coats and according to the instructions of selected finish color paint. Allow each coat to harden for the drying time (or time between coats) recommended by the manufacturer.

10. Finish - Ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters, visible roller marks, or other discontinuities.

2.7 WORK AREA AND PROTECTION

1. Walls designated for painting and those not required will be confirmed onsite during the walk through.

2. Wherever possible, Contractor shall contain and prevent vapors or dust generated by the painting project from polluting occupied space. Contractor shall notify the Recreation Director 24 hours in advance, when using a sprayer, so that all precautions may be made to remove any vehicles from damage.
3. Materials shall be scheduled for delivery only as required for immediate use.
4. Contractor at all times shall keep the premises free from the accumulation of waste materials or rubbish caused by their employees or work in progress. No tools, materials, scaffolding, equipment are to be left in the work area unsecured at the end of the workday.

2.8 PROJECT COMPLETION

1. Upon completion of work, Contractor shall remove stains and paint spots from floors, wall, woodwork, glass, electric trim, hardware, fixtures and other items from CITY property. Contractor shall restore/replace any damaged surfaces or items caused by Contractor to the satisfaction of the CITY and at Contractor expense.
2. All hardware, signs and accessories removed shall be reinstalled. Signs where lettering (words and /or symbols) exist, Contractor shall reinstate all lettering as before in regard to size of letters, colors and location.
3. Reapply all caulking/ sealants around doors, window frames and floor to wall joints per manufacturers specifications. Caulking/Sealant should be applied uniformly without bumps, skips, sag, or voids leaving the bead consistent and smooth. Caulking should not be done immediately after any rain or when rain is predicted, unless products are specifically designed for these conditions.
4. Seal all perimeter joints around windows, doors, stucco bands, expansion joints, or other area where water intrusion may be present after caulking has been reapplied.
3. All painted surfaces shall be free from sags, wrinkles, drips and other defects or imperfections.
4. Upon final acceptance of the project, Contractor shall provide two 5-gallon pail of the finish coating for each color and sheen used during the course of the project, properly labeled and sealed per these Specifications.
5. At the completion of project, Contractor shall remove from the premises, all equipment and debris and leave the buildings broom clean. CITY will NOT provide trash receptacles for the use of the Contractor. Contractor shall remove all trash from the job site.
6. Disposal of product(s), solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.
7. Completed work shall be inspected by the City. Finish coats shall provide complete hiding and uniform color. All defective work shall be corrected by the Contractor at no cost to the City, prior to payment being rendered.

8. Contractor shall provide documentation of the colors, locations of each color, and specific name of all products/ paint colors used for maintenance and re-orders.

2.9 PERFORMANCE STANDARDS

1. REFERENCES

- ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- ASTM D2016 - Test Method for Moisture Content of Wood.
- NACE (National Association of Corrosion Engineers) - Industrial Maintenance Painting.
- NPCA (National Paint and Coatings Association) - Guide to U.S. Government Paint Specifications.
- PDCA (Painting and Decorating Contractors of America) - Painting - Architectural Specifications Manual.
- SSPC (Steel Structures Painting Council) - Steel Structures Painting Manual.
- Section 07900 – Joint Sealants.
- Master Painter Institute (MPI) Guide Specifications
- Master Painter Institute (MPI) Approved Products List (APL)

2. Contractor shall conform to all manufacturers' coatings system application requirements as pertains to wet and dry mil thickness, spread rates, dry times, recoat windows, and related systems procedures.

3. Where approved Codes of Practice are applicable, the workmanship and procedures described by the relevant Codes shall be regarded as the minimum standard acceptable.

4. Contractor shall conform to work place safety regulations for storage, mixing, application, and disposal of all paint related materials to requirements of those authorities having jurisdiction.

5. Contractor shall employ personnel competent to perform the work specified herein. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms/shirt bearing the company name. Employees shall be able to provide proper identification at all times.

2.10 PROTECTION OF WORK, PROPERTY AND PERSONNEL

1. Contractor shall at all times guard against damage and/or loss to CITY property. Any damages done to the property on the site or to adjacent property caused by the Contractor, any of his employees or sub-Contractors shall be repaired or replaced by the Contractor at no expense to the CITY and to the CITY's

satisfaction. In the event Contractor does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover the amount of the deduction, the Contractor shall pay the difference to the CITY and shall replace and/or repair any loss or damages caused by Contractor. The CITY may withhold payment or make such deductions from monies owed, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Contractor. Contractor shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

2. Contractor shall be responsible for providing all approved, applicable safety equipment for Contractor's employees including goggles, clothing, ladders, scaffolds, personnel lifts, platforms and any material necessary to perform the project. The CITY will not provide any of this equipment. Contractor shall be required to secure all work areas with the use of safety tape, warning signage, barricades, safety chains and so forth to insure prevention of safety violations. The CITY reserves the right to stop and/or remove from site CONTRACTOR personnel who fail to comply with relevant OHS/OSHA requirements.

3. Contractor shall be responsible for notifying the CITY, in writing, of any conditions detrimental to the proper and timely completion of the work. The Contractor shall not proceed with any work until unsatisfactory conditions have been corrected in a manner acceptable to CITY.

4. Contractor warrants to the CITY that all materials and equipment furnished under the contract will be NEW unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the CITY, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

5. If the CITY determines it necessary to hire an outside source to perform work that was neglected or poorly done by the Contractor, the CITY may charge back or deduct from monies owed the cost of such outside labor to the Contractor.

6. It is the responsibility of the Contractor to verify the total surface area to be painted under the contract. Actual measurements are the responsibility of the Contractor.

2.11 SAFETY DATA SHEETS (SDS)

Contractor shall, prior to commencement of work, furnish to the Facilities Operations Manager, a Material Safety Data Sheet (SDS) as defined in Florida Statute 1013.49 or as amended, for all toxic substances used in the performance of the work. The CITY reserves the right to reject the use of any product with due cause. All SDS submitted shall be either an original, as received from the manufacturer, or a legible copy made from same.

2.12 COST ADJUSTMENTS

Prices quoted shall be firm for the initial bid term. No cost increases shall be accepted in this initial bid term. Please consider this when providing pricing for this Bid.

2.13 WARRANTY

Contractor shall fully guarantee the cost of their painting project work, including all labor for a minimum period of one (1) year from acceptance of work by CITY; and a product material warranty per manufacturer or a period of one (1) year – whichever is greater - for all items after date of service and provide CITY with an "on-site" warranty. In the event a dispute regarding the requested service between CITY and the Contractor, the decision of CITY shall be final and binding on both parties. Contractor, after being notified shall have all required corrective work started with 72 HOURS, at the sole cost of the Contractor.

END OF SECTION 2

EXHIBIT B

City Approved Color Swatch for City Buildings

CITY OF MIAMI SPRINGS
APPROVED COLOR PALETTE FOR ALL OTHER COMMERCIAL AREAS
 (PURSUANT TO RESOLUTION #2011-3510)

 2112-70 AMERICAN WHITE	 HC-12 CONCORD IVORY	 AC-56 SHENANDOAH TAUPE
 1-74 CHINA WHITE	 HC-7 BRYANT GOLD	 HC-86 KINGSPORT GRAY
 1-70 LINEN WHITE	 2-58-30 DELIGHTFUL GOLDEN	 HC-104 COPLEY GRAY
 1-77 CAMFO WHITE	 2-60-30 MAPLE SUGAR	 HC-55 WINTHROP PEACH
 2152-50 GOLDEN STRAW	 2-53-30 TAPESTRY GOLD	 AC-9 NUGGET
 HC-33 MONTGOMERY WHITE	 2-65-20 GOLDEN MEADOW	 HC-75 MARYVILLE BROWN
 E-54 RICHMOND BISQUE	 2-61-40 ACORN YELLOW	 AC-15 COLORADO CLAY
 HC-34 WILMINGTON TAN	 HC-42 ROXBURY CARAMEL	 AC-12 COPPER MOUNTAIN
 HC-14 PRINCETON GOLD	 HC-43 TYLER TAUPE	 2-75-30 RUST
 HC-10 STUART GOLD	 AC-2 BERKSHIRE BEIGE	 HC-49 MAYFLOWER RED

CITY OF MIAMI SPRINGS

APPROVED


COLOR PALETTE

FOR

COMMERCIAL REVITALIZATION

NW 36TH STREET DISTRICT & ALL OTHER COMMERCIAL AREAS

Existing Commercial Facades



Potential Commercial Facades




EXHIBIT C
Sample Form Notice to Proceed

NOTICE TO PROCEED

Dated: _____, 20__

To: _____

_____ (telephone)

_____ (email)

Project Name: Exterior Painting of the City of Miami Springs Community Center

You are hereby notified that the Contract Times under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Contract, the dates of Substantial Completion and completion and readiness for final payment are _____, 20__ and _____, 20__, ___/___ days respectively.

Before you may start any Work at the site, Article 6 provides that you must deliver to the City (___ check here if applicable, with copies to _____ and other identified additional insureds) Certificates of Insurance in accordance with the Contract Documents.

In addition, before you may start any Work at the site, you must: (add any additional requirements)

CITY OF MIAMI SPRINGS

By: _____

William Alonso, CPA, CGFO

City Manager

ACCEPTANCE OF NOTICE TO PROCEED

MARIO'S PAINTING AND SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D
Schedule of Bid Items (Pricing)

FORM 12
PRICE PROPOSAL

Base Price for Work Performed Pursuant to Section 2 (Services): \$ 51,922.50

Optional Proposal for Removal of Textured Stucco and required prep work: \$ 191,250.00

Total Bid Price including optional proposal, if accepted by the City: \$ 243,172.50

The base bid shall be as quoted for the One Hundred Twenty (120) day contract and shall not increase during any time.

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this ITB.

Firm: Mario's Painting and Services Inc

Authorized Signature:  _____

Title: Vice President

Print or Type Name: Jason Viera

Date: 04/01/2022



AGENDA MEMORANDUM

Meeting Date: April 25, 2022

To: The Honorable Mayor Maria Puente Michell and Members of the City Council

From: William Alonso, City Manager / Finance Director

Subject: Resolution for use of alternatives to Single-Use plastics and expanded polystyrene (Styrofoam) food service articles

The purpose of this resolution is to encourage residents and businesses to make a conscious effort to conserve resources and reduce the use of Single-Use Plastics and Styrofoam. Once passed, the City Administration will take the following actions in order to achieve the objectives of this resolution:

- A) Staff will work with the Ecology Board at their next meeting in order to develop a “public awareness” campaign as well as a framework to recognize those businesses in the City that have embraced this effort and are taking the steps necessary to reduce the use of these articles with environmentally friendly alternatives.
- B) The City’s Procurement Department will include provisions related to environmentally sustainable practices in all future procurements.
- C) Staff will add language in all city rental agreements which encourage residents and individuals renting park facilities or other public facilities to reduce the use of and replace Single-Use Plastics and Styrofoam food service articles with reusable or environmentally-friendly alternatives whenever possible.
- D) All City departments, whenever possible, will no longer order Single-Use plastics or Styrofoam products for use in their facilities or city events. We will also discourage the use of single-use water bottles at city facilities and events, and we will advise employees to bring their own reusable drink vessels. The senior meals delivered to our Adult Community Center will be exempt from this due to contractual obligations at this time.

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ENCOURAGING RESIDENTS, INDIVIDUALS USING OR RENTING PUBLIC FACILITIES, AND BUSINESSES TO USE ENVIRONMENTALLY-FRIENDLY OR REUSABLE ALTERNATIVES TO SINGLE-USE PLASTICS AND EXPANDED POLYSTYRENE FOOD SERVICE ARTICLES; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miami Springs (the “City”) is committed to environmental conscientiousness and leadership and the preservation and enhancement of the City’s environment; and

WHEREAS, single-use plastic carry-out bags, containers, cups, straws, and utensils (collectively, “Single-Use Plastics”) and expanded polystyrene food service articles (“Styrofoam”) can have a detrimental effect on the City’s environment; and

WHEREAS, discarded Single-Use Plastics and Styrofoam can contribute to overburdened landfills, threaten wildlife and marine life, and degrade and litter public places, which include areas within the City; and

WHEREAS, Single-Use Plastics and Styrofoam constitute a portion of the litter in the City’s streets, parks, and public places; and

WHEREAS, reusable or environmentally-friendly alternatives to Single-Use Plastics and Styrofoam are now pervasive and widely available; and

WHEREAS, the City Council desires that the City’s operations make all reasonable efforts to conserve precious resources and reduce waste and pollution whenever feasible by reducing the use of Single-Use Plastics and Styrofoam at all department levels; and

WHEREAS, the City Council encourages residents and businesses to do the same by making conscious decisions to conserve resources and reduce the use of Single-Use Plastics and Styrofoam, for example, frequent customers should bring their own coffee cups to cafes and food establishments should provide drinking water, straws, and bags upon request; and

WHEREAS, the City Council further desires to encourage residents, individuals using or renting park facilities and other public facilities, and businesses to reduce the use of and replace Single-Use Plastics and Styrofoam food service articles with reusable or environmentally-friendly alternatives whenever possible; and

WHEREAS, the City Council further desires to authorize the City Manager to collaborate and engage in a public awareness campaign with the City's Ecology Board to conserve our precious resources, reduce waste and pollution, and promote the use of reusable or environmentally-friendly alternatives to Single-Use Plastics and Styrofoam; and

WHEREAS, the City Council finds that this Resolution is necessary for the preservation of the environment, public health, safety, and welfare of the City's residents and visitors.

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

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Encouraging. That the City Council hereby encourages residents, individuals using or renting park and public facilities, and businesses to replace Single-Use Plastics and Styrofoam with environmentally-friendly, reusable, recyclable, or compostable alternatives.

Section 3. Authorization. That the City Manager is authorized to collaborate and engage in a public awareness campaign with the City's Ecology Board to promote the use of reusable or environmentally-friendly alternatives to Single-Use Plastics and Styrofoam.

Section 4. Implementation. That the City Council hereby authorizes the City Manager to take any action that is reasonably necessary to implement the purpose of this Resolution.

Section 5. Transmittal. That the City Clerk is hereby directed to transmit this Resolution to the Miami-Dade County League of Cities.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

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

Vice Mayor Dr. Walter Fajet	_____
Councilwoman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



AGENDA MEMORANDUM

Meeting Date: April 25, 2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager

From: Tammy Romero, Assistant City Manager

Subject: **Everbridge** - Alert Florida Program for City-wide Emergency Communications

RECOMMENDATION

Recommendation by staff that Council approve and authorize the City Manager to enter into a Memorandum of Agreement (MOA) with the Florida Division of Emergency Management ("Division") and Everbridge, Inc. a Delaware Corporation ("Contractor") to provide a Mass Emergency Notification System for the City, at no cost, for purposes of transmitting alerts, notifications and other authorized public safety messaging to residents, business and visitors located in or visiting the City.

Staff requests Council approval for the execution of the attached Memorandum of Agreement with Florida Division of Emergency Management so that the City may participate in the Alert Florida program which establishes a system of emergency communications with the residents and businesses. This program is fully funded by the State.

DISCUSSION

In May of 2018, per former Mayor Billy Bain's request we inquired on the implementation of an alert system (similar to an amber alert) for pre, during, and post emergencies. Staff researched this possibility and found a program that most surrounding cities use, such as Doral, Coral Gables, Miami, Miami Beach, and many others, for alerting the residents and businesses in case of emergencies. The Alert Florida program is funded by the Florida Division of Emergency Management through a company named 'Everbridge'.

This company provides a FREE alert system via landlines with voice activated messages (robot or human) at any time the city deems necessary to transmit the calls. (reserved for vital information during emergencies).

We will also have a linked portal in our website so that anyone can register their cell number and/or other additional forms of communication they want in addition to their landlines.

This system is geo-targeted and will target all "registered white page" individuals within any areas (all of Miami Springs...Miami Springs and Virginia Gardens, etc.).

RESOLUTION NO. 2022 – _____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO PROVIDE A MASS EMERGENCY NOTIFICATION SYSTEM FOR THE CITY AT NO COST TO THE CITY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 252.38, Florida Statutes, establishes emergency management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the state; and

WHEREAS, Section 252.35(2)(a)6, Florida Statutes, requires the Florida Division of Emergency Management (“FDEM”) to establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations, including public health emergencies, and can communicate emergency response decisions; and

WHEREAS, FDEM executed contract DEM-16-PG-E4-13-00-22-379 with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative (the “Notification System”); and

WHEREAS, FDEM funded and provided the Notification System at no local cost to eligible subdivisions for the initial contract and all renewal years; and

WHEREAS, on May 14, 2018, the City of Miami Springs (the “City”) Council adopted Resolution No. 2018-3784 approving a Memorandum of Understanding with FDEM to utilize the Notification System; and

WHEREAS, the term of FDEM’s contract with Everbridge, Inc. has ended, and FDEM has executed a new contract, DEM-D0003, with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its Notification System; and

WHEREAS, FDEM is again funding and providing the Notification System at no cost to eligible subdivisions for the initial contract and all renewal years, which ends on June 30, 2024, contingent upon an annual appropriation by the Florida Legislature; and

WHEREAS, the City desires to again utilize the Notification System provided by FDEM to transmit alerts, notifications, and other authorized public safety messaging to

residents, businesses, and visitors located in or transiting through the City, while performing its powers under Section 252.38, Florida Statutes; and

WHEREAS, the City Council seeks to approve a Memorandum of Agreement, in substantially the form attached hereto as Exhibit "A" ("MOA"), with FDEM, and authorize the City Manager to execute the MOA and take action in furtherance hereof; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the citizens of the City.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The City Council hereby approves of the MOA.

Section 3. Authorization. The City Council hereby authorizes the City Manager to execute the MOA in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The City Council hereby authorizes the City Manager to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilwoman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE [CITY OF MIAMI SPRINGS]

This Memorandum of Agreement (the “Agreement”) is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the “Division”) and the [City of Miami Springs] (hereinafter referred to as the “Subdivision”), (hereinafter collectively referred to as the “Parties”).

WHEREAS, Section 252.35(2)(a)6 of the Florida Statutes, requires the Division to establish a system of communications and warning to ensure that the state’s population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, the Division has executed contract DEM-D0003/RFQ-DEM-18-19-021 (“Contract”) with Everbridge, Inc. (hereinafter referred to as the “Contractor”) for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the “notification system”); and,

WHEREAS, the Division is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 through June 30, 2024 and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38 of the Florida Statutes establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the Subdivision desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under Section 252.38, F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-D0003, and shall automatically renew as long as the Division continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to Section 287.057(14), F.S. who will enforce the performance of the contract terms and conditions and serve as a liaison with the Contractor.
- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under Section 119.071(5)(j), F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

B. [CITY OF MIAMI SPRINGS]

The Subdivision:

- I. Acknowledges the terms and conditions of the Division's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via <https://www.everbridge.com/about/legal/acceptable-use-policy/>
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:

- a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
 - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
 - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Subdivision impacted by a disaster.
 - d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
 - e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
 - f. Automated weather warnings, provided by the National Weather Service.
 - g. Notification and recall of Subdivision employees, contractors, and other response partners, that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- IV. Acknowledges that while the Contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the

Subdivision, to include, at minimum, the following topics:

- a. Defining the local organization administrator(s);
- b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
- c. Establishing a message drafting and approval process;
- d. Discussing the difference between “opt-in” and “opt-out” contact data, limiting the use of “opt-out” data to imminent or actual life threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data; and,
- e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by the Division at any time during the Agreement.

- VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are not covered under the Division’s Contract for the notification system (hereinafter referred to as “non-covered services”). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Subdivision will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor’s provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

For the Division:

Andrew Sussman, Hurricane Program
Manager/AlertFlorida Contract Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4110
Email: Andrew.Sussman@em.myflorida.com

For the Subdivision:

City of Miami Springs
City Manager
201 Westward Drive
Miami Springs, Florida 33166
Telephone: 305-805-5011
Email: alonsow@miamisprings-fl.gov

4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days’ written

notice to the contact person(s) specified herein.

5. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-D0003 between the Division and the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

CITY OF MIAMI SPRINGS

By: _____

By: _____
[William Alonso, City Manager]

Date

Date

[Add additional lines for approvals, attestations, filings, or seals as needed]

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge’s Unified Critical Communication Suite (“Everbridge Platform”). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision’s keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.



AGENDA MEMORANDUM

Meeting Date: April 25, 2022

To: The Honorable Mayor Maria Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Christopher Heid, City Planner

Subject: Establishing Payment in Lieu of Parking Fee for the Miami Springs Gateway Overlay District

DISCUSSION

The Miami Springs Gateway Overlay District (the “District”) regulations were adopted on June 25, 2018 by Ordinance 1107-2018 and amended on January 14, 2019 by Ordinance 1111-2019. The regulations are codified in Section 150.070.1 of the City Code.

The District’s minimum parking requirements are set forth in Section 150-070.1(D), which provides:

- (D) *Parking Requirements.* The CBD parking requirements as provided in § 150.070(E)(1—3) shall apply to the Gateway District, including, without limitation, the grandfathering of provided parking, if any, for existing buildings and current uses. Additionally, because of the uniqueness of the buildings, configuration of parcels, and road network in the Gateway District, the minimum parking space requirements and design for new construction or alterations to existing structures that expand occupiable space, shall be determined on a case-by-case basis. The City Planner shall have the authority to establish parking requirements for alterations and new construction by counting a combination on-site and on-street parking and other elements identified below. For any on-street parking space(s) counted towards the satisfaction of a property's requirement, or any spaces otherwise waived as a result of one of the factors listed below, a fee shall be paid to the City for each such parking space, in an amount set from time to time by approved resolution of the City Council. The funds shall be used to fund parking and wayfinding improvements in the Gateway District and the CBD. In determining the parking requirements for non-grandfathered properties, the following shall be considered:

1. Availability of on-site parking;

2. Availability of on-street parking;
3. Provision of bicycle parking;
4. Distance to, or inclusion of, bus and trolley stops;
5. Internal capture of peak traffic trips as a result of mix of uses;
6. Distance to public parking; and
7. Walking accessibility of the site.

All on-site parking shall be appropriately landscape to provide visual relief and, to the extent possible, shade.

Section 150-070.1(D) requires that a fee (the “Payment-In-Lieu-of-Parking-Fee,” hereinafter, the “Fee”) be established by resolution of the City Council to be paid when on-street parking spaces are used to satisfy a property’s parking requirement or if there is a waiver of required spaces based on the factors provided in subsections 150-070.1(D)(1)-(7). The Fee is to be held in a separate account and used “to fund parking and wayfinding improvements in the Gateway District and the CBD.” Given the Code’s plain meaning and the District Regulations’ intent of off-setting parking demand, proceeds from the Fee could be used for the construction of new parking spaces, lots, or garages, and closely related expenses like acquisition and design costs. This could also include improvements to existing spaces and improved wayfinding.

When the District regulations were adopted, a separate resolution establishing the Fee was not concurrently adopted. At this time, Staff recommends that the City Council adopt a resolution establishing the Fee. In setting the proposed Fee amount, Staff has evaluated several factors, including land costs and the cost of constructing surface parking spaces or parking garage spaces. The typical cost per space in a parking structure today is between \$30,000 and \$40,000. As an example, Miami Beach currently charges \$40,000 per parking space, City of Miami is at \$45,000, Coral Gables is at \$42,000 per space, and Bay Harbor Islands is \$20,000. The following municipalities do not have a similar fee: Cutler Bay, Pinecrest, El Portal, and West Miami. You may notice that some municipalities have dramatically lower fees. Miami Lakes, for example, charges a fee of approximately \$2,500 per space. Miami Lakes’ fee, however, serves a different purpose. That fee is designed to offset the maintenance cost of existing parking and not to provide for additional parking and/or parking facilities. *See* Miami Lakes Code Sections 13-1802(4)(a)-(d) (Specifying that funds are intended for stripping, landscaping, signage, *etc.*). The nature of parking conditions in the Gateway District and the CBD require the provision of additional parking and/or facilities and not merely maintenance. Accordingly, Staff recommends that the City Council set the Fee at \$20,000 per parking space.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution establishing the Fee in the District at \$20,000 per space. The Fee should be monitored and adjusted by the City Council from time to time.

RESOLUTION NO. 2022-____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, ESTABLISHING A PAYMENT-IN-LIEU-OF-PARKING-FEE PURSUANT TO SECTION 150.070.1, “MIAMI SPRINGS OVERLAY GATEWAY DISTRICT,” OF THE CITY’S CODE OF ORDINANCES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 25, 2018, the City of Miami Springs (the “City”) Council adopted Ordinance No. 1107-2018, creating Section 150.070.1, “Miami Springs Overlay Gateway District,” of the City’s Code of Ordinances (the “Gateway Ordinance”); and

WHEREAS, on January 14, 2019, the City Council adopted Ordinance No. 1111-2019, to amend the Gateway Ordinance; and

WHEREAS, the Gateway Ordinance is codified in Section 150.070.1 of the City Code; and

WHEREAS, the Miami Springs Overlay Gateway District’s (the “District”) minimum parking requirements are set forth in Section 150-070.1(D); and

WHEREAS, Section 150-070.1(D) requires that a fee (the “Payment-In-Lieu-of-Parking-Fee,” hereinafter, the “Fee”) be established by resolution of the City Council to be paid when on-street parking spaces are used to satisfy a property’s parking requirement or if there is a waiver of required spaces based on the factors provided in subsections 150-070.1(D)(1)-(7); and

WHEREAS, the Fee is to be used “to fund parking and wayfinding improvements in the Gateway District and the CBD;” and

WHEREAS, given the District regulations’ intent of off-setting parking demand, proceeds from the Fee could be used for the construction of new parking spaces, lots, or garages; closely related expenses like acquisition and design costs; and improvements to existing spaces and improved wayfinding; and

WHEREAS, after evaluating several factors, including land costs and the cost of constructing surface parking spaces or parking garage spaces, City staff recommends that the City Council establish the Fee as \$20,000 per parking space and that the Fees be held in a separate account; and

WHEREAS, the City Council finds that it is necessary and appropriate to adopt the Fee as recommended by Staff in accordance with the provisions of the Gateway Ordinance; and

WHEREAS, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

Section 2. Establishing Fee. The City Council establishes the Fee as \$20,000.00 per parking space.

Section 3. Implementation. The City Council hereby authorizes the City Manager to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Dr. Walter Fajet	_____
Councilwoman Bob Best	_____
Councilwoman Jacky Bravo	_____
Councilman Dr. Victor Vazquez	_____
Mayor Maria Puente Mitchell	_____

PASSED AND ADOPTED this 25th day of April, 2022.

MARIA PUENTE MITCHELL
MAYOR

ATTEST:

ERIKA GONZALEZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



AGENDA MEMORANDUM

Meeting Date: 4/25/2022

To: The Honorable Mayor Maria Puente Mitchell and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: Pickle Ball Court Options

Discussion:

The Recreation Department working together with MatchPoint Tennis, Inc. would like to provide a few options for potential Pickle Ball Courts in the City of Miami Springs. We have currently looked at various areas/green spaces in the City and we feel that these are the best options to discuss. These ideas/options are presented with the purpose of having designated courts that are exclusive to Pick Ball.

#1: Remove the current Racquetball Courts from Tennis Center and build (2/3) Pickle Ball Courts at the Tennis Center.

#2: Build (3/4) new Pickle Ball courts at Stafford Park. Pictures of locations attached.

#3: Build (3/4) new Pickle Ball courts at the Golf Course. Pictures of locations attached


Pros/Cons:

#1: This would be an ideal spot for Pickle Ball. We would also be able to use the Pickle Ball courts for Youth Tennis Programs, etc. The Facility already has restrooms and infrastructure for lights and other opportunities. The only issue is then we would have to find another location for the Racquetball Courts.

#2: This could be a great addition to Stafford Park. However, depending on the location of the courts we could run into additional costs due to potentially having to raise the area due to past flooding issues and also maybe adding lights to the area to play at night.

#3. The Golf Course is a great option also. There's ample parking, restrooms and plenty of open space. We would be recommending the green space behind the Country Club where Archery used to play. This area is wide open and not near any residents. We would need to add lights and infrastructure.

Submission Date and Time: 4/22/2022 1:22 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
<p>Department: <u>Recreation</u></p> <p>Prepared by: <u>Omar Luna</u></p> <p>Attachments: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Dept. Head: <u></u></p> <p>Procurement: _____</p> <p>Asst. City Mgr.: _____</p> <p>City Manager: _____</p>	<p>Dept./ Desc.: <u>Recreation Department</u></p> <p>Account No.: _____</p> <p>Additional Funding: _____</p> <p>Amount previously approved: \$ _____</p> <p>Current request: \$ _____</p> <p>Total vendor amount: \$ _____</p>



















