

MIAMI BEACH

City Commission Meeting SUPPLEMENTAL MATERIAL 2

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive
July 13, 2016

Mayor Philip Levine
Commissioner John Elizabeth Alemán
Commissioner Ricky Arriola
Commissioner Michael Grieco
Commissioner Joy Malakoff
Commissioner Kristen Rosen Gonzalez
Commissioner Micky Steinberg

City Manager Jimmy L. Morales
City Attorney Raul J. Aguila
City Clerk Rafael E. Granado

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

SUPPLEMENTAL AGENDA

C2 - Competitive Bid Reports

- C2B Request For Approval To Issue Request For Proposal (RFP) No. 2016-148-ND For Standardization Of Variable Frequency Drives In The City's Pump Stations.
(Procurement/Public Works)
(Memorandum)

C7 - Resolution

- C7R A Resolution Authorizing The Extension Of A Communications System Agreement, And All Exhibits Thereto, With Motorola In The Amount Of \$335,443 For A Term Of One Year To Maintain A Continuity Of Service Of The 800 MHz Public Safety Radio System.
(Emergency Management)
(Memorandum)

R5 - Ordinances

- R5P An Ordinance Amending Chapter 31 Of The Code Of The City Of Miami Beach, Entitled "Purchasing," By Creating Article III, To Be Entitled "Local Workforce Participation Program For City Construction Contracts," To Establish Workforce Participation Goals And Reporting Requirements For City Construction Contracts In Excess Of \$1,000,000 For The Construction, Demolition, Alteration And/Or Repair Of City Buildings, City Public Works, And Buildings Or Improvements Located On City-Owned Land; Providing For Repealer, Severability, Codification, And An Effective Date. **First Reading**
(Sponsored by Commissioner Micky Steinberg).
(Legislative Tracking: Procurement/City Attorney)
(Memorandum & Ordinance)

Condensed Title:

REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSAL (RFP) NO. 2016-148-ND FOR STANDARDIZATION OF VARIABLE FREQUENCY DRIVES IN THE CITY'S PUMP STATIONS

Key Intended Outcome Supported:

Build and Maintain Priority Infrastructure with Full Accountability

Supporting Data (Surveys, Environmental Scan, etc.):

N/A

Item Summary/Recommendation:

Presently the City of Miami Beach (the "City") owns and operates multiple sewer and water pumping stations throughout the City that utilize variable frequency drives (VFDs) to provide different pumping and boosting needs in order to deliver water to the City's stakeholders and convey sewage out of the City for treatment at Miami-Dade's wastewater facilities. These drives are now obsolete and availability for parts has become scarce causing the need for replacements to insure reliability to the City and its stakeholders.

The City is seeking proposals from qualified providers that are either manufacturers or manufacturer authorized suppliers/installers of VFDs interested in negotiating with the City to develop a VFD standard for its water and sewer pump stations. These drives range between 30 -350 horse power (hp) and are either 6-pulse or 18-pulse drives. The 18-pulse being 125hp and above and the 6-pulse being everything below 125hp. Of the fifty (50) total drives, six (6) have already been upgraded to Allen-Bradley, Powerflex, 750 series drives utilizing the existing transformers and equipment. However, prior to engaging in the systematic replacement of these VFDs, the City wishes to standardize the equipment used throughout its pumping stations in order to facilitate maintenance and repairs, and future replacements.

RECOMMENDATION

To seek proposals from interested parties, the Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida authorize the issuance of 2016-148-ND for Standardization of Variable Frequency Drives in the City's Pump Stations.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1	N/A	N/A	N/A
	2			
	Total			

Financial Impact Summary: This project will not utilize grant funding.

City Clerk's Office Legislative Tracking:

Alex Denis, Roy Coley

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD  RC 	MT  EC 	JLM 

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **REQUEST FOR APPROVAL TO ISSUE A REQUEST FOR PROPOSAL (RFP) NO. 2016-148-ND FOR STANDARDIZATION OF VARIABLE FREQUENCY DRIVES IN THE CITY'S PUMP STATIONS**

ADMINISTRATION RECOMMENDATION

Authorize the issuance of the RFP.

BACKGROUND

Presently the City of Miami Beach (the "City") owns and operates multiple sewer and water pumping stations throughout the City that utilize variable frequency drives (VFDs) to provide different pumping and boosting needs in order to deliver water to the City's stakeholders and convey sewage out of the City for treatment at Miami-Dade's wastewater facilities. These drives are now obsolete and availability for parts has become scarce causing the need for replacements to insure reliability to the City and its stakeholders.

The City is seeking proposals from qualified providers that are either manufacturers or manufacturer authorized suppliers/installers of VFDs interested in negotiating with the City to develop a VFD standard for its water and sewer pump stations. These drives range between 30 -350 horse power (hp) and are either 6-pulse or 18-pulse drives. The 18-pulse being 125hp and above and the 6-pulse being everything below 125hp. Of the fifty (50) total drives, six (6) have already been upgraded to Allen-Bradley, Powerflex, 750 series drives utilizing the existing transformers and equipment. However, prior to engaging in the systematic replacement of these VFDs, the City wishes to standardize the equipment used throughout its pumping stations in order to facilitate maintenance and repairs, and future replacements.

- **MINIMUM QUALIFICATIONS.** Please Reference, Appendix C, Page 26, RFP 2016-148-ND for Standardization of Variable Frequency Drives in the City's Pump Stations (attached).
- **SUBMITTAL REQUIREMENTS.** Please Reference Section 0300, Page 12, RFP 2016-148-ND for Standardization of Variable Frequency Drives in the City's Pump Stations (attached).
- **CRITERIA FOR EVALUATION.** Please Reference Section 0400, Page 14, RFP 2016-148-ND for Standardization of Variable Frequency Drives in the City's Pump Stations (attached).

CONCLUSION

The Administration recommends that the Mayor and Commission authorize the issuance of the RFP No. 2016-148-ND for Standardization of Variable Frequency Drives in the City's Pump Stations.

ATTACHMENTS

Attachment A: RFP No. 2016-148-ND for Standardization of Variable Frequency Drives in the City's Pump Stations.

JLM / ND / MT / AD / EC / RC

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REQUEST FOR PROPOSALS (RFP)

206-148-ND

Standardization of Variable Frequency Drives in the City's
Pump Stations

RFP ISSUANCE DATE: JULY 15, 2016

PROPOSALS DUE: AUGUST 14, 2016 @ 3:00 PM

MIAMI BEACH

Natalia Delgado, Contracting Officer I

DEPARTMENT OF PROCUREMENT MANAGEMENT

1755 Meridian Ave. 3rd Floor, Miami Beach, FL 33139

305.673.7000 x**6263** | nataliadelgado@miamibeachfl.gov | www.miamibeachfl.gov

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SECTION 0200 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the “City”), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the “proposal”) to the City for the City’s consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the “contractor[s]”) if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

Presently the City of Miami Beach (the “City”) owns and operates multiple sewer and water pumping stations throughout the City that utilize variable frequency drives (VFD) to provide different pumping and boosting needs in order to deliver water to the City’s stakeholders and convey sewage out of the City for treatment at Miami-Dade’s wastewater facilities. These drives are now obsolete and availability for parts has become scarce causing the need for replacements to insure reliability to the City and its stakeholders. These drives range between 30 -350 horse power (hp) and are either 6-pulse or 18-pulse drives. The 18-pulse being 125hp and above and the 6-pulse being everything below 125hp. Of the fifty (50) total drives, six (6) have already been upgraded to Allen-Bradley, Powerflex, 750 series drives utilizing the existing transformers and equipment. However, prior to engaging in the systematic replacement of these VFDs, the City wishes to standardize on the equipment used throughout its pumping stations in order to facilitate maintenance and repairs, and future replacements.

The purpose of this RFP is to seek proposals from qualified providers that are either manufacturers or manufacturer authorized suppliers/installers of variable frequency drives (VFDs) interested in providing proposals to the City to develop a VFD standard for its water and sewer pump stations. Interested parties shall submit their proposals for the City’s consideration in accordance with Section 0300 of this RFP.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	July 15, 2016
Pre-Proposal Meeting	July 25, 2016
Deadline for Receipt of Questions	August 4, 2016
Responses Due	August 14, 2016
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7000, extension 6263

Email:
nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov, or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

5. MANDATORY PRE-PROPOSAL MEETING AND MANDATORY SITE VISIT. Prospective Proposers are required to attend a MANDATORY Pre-Proposal Conference and MANDATORY Site Visit. Proposers that fail to attend both Pre-Proposal Conference and Site Visit will be deemed non-responsive and will have their proposal disqualified. The Pre-Proposal Conference and Site Visit will be held at the date and time scheduled in Section 3 above beginning at the following address:

**City of Miami Beach
Procurement Department
Conference Room C
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139**

6. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFP Timetable** section.

7. CONE OF SILENCE. This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373

- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor 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 consultant 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 vendor list.

10. COMPLIANCE WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICAN WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with the proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. NOT USED.

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Manager's recommendation need not be consistent with the scoring results identified herein and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.
- (5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

20. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

21. POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its 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 Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit (and cause hotel operator to prohibit) discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability in the sale, lease, use or occupancy of the Hotel Project or any portion thereof.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

47. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

48. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

49. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

50. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p>1.1 Cover Letter and Table of Contents. The cover letter must indicate Proposer and Proposer Primary Contact for the purposes of this solicitation.</p> <p>1.2 Proposal Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed.</p> <p>1.3 Minimum Qualifications Requirements. Submit verifiable information documenting compliance with the minimum qualifications requirements established in Appendix C, Minimum Requirements and Specifications.</p>	

TAB 2	Experience & Qualifications
<p>2.1 Qualifications of Proposing Firm. Submit detailed information regarding the firm's history and relevant experience and proven track record of providing the scope of services similar as identified in this solicitation, including experience in providing similar scope of services to public sector agencies. For each project that the Proposer submits as evidence of similar experience, submit the following information: project description, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.</p> <p>2.2 Qualifications of Proposer Team. Provide an organizational chart of all personnel and consultants to be used for this project if awarded, the role that each team member will play in providing the services detailed herein and each team members' qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each Proposal team member to be assigned to this contract.</p> <p>2.3 Financial Capacity. Each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:</p> <p style="text-align: center;"><u>https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696</u></p> <p>Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.</p>	

TAB 3 Scope of Services Proposed

Submit detailed information addressing how Proposer will achieve each portion of the scope of services and technical requirements outlined in Appendix C, Minimum Requirements and Specifications, including (but not limited to):

1. Technical specifications of the proposed equipment.
2. In addition to general references submitted pursuant to Tab 2, submit client references for the equipment proposed. For each client reference submitted, the following is required: project description, make and model of similar equipment, agency name, agency contact, contact telephone & email, and year(s) and term of engagement.
3. Development of a non-proprietary, interoperable City-wide standard.
4. Reliability and/or service level performance data for equipment.
5. Availability of locally stocked spare parts and equipment.
6. Program and network monitoring communications.
7. Any other value added services the proposer is proposing to provide.

Responses shall be in sufficient detail and include supporting documentation, as applicable, which will allow the Evaluation Committee to complete a fully review and score the proposed scope of services.

TAB 4 Approach and Methodology

Submit detailed information on the approach and methodology Proposer would utilize in the standardization, repair, maintenance and replacement of the referenced equipment throughout the City's pump stations. At a minimum, include the following detailed information, as applicable, which addresses, but need not be limited to: assessment, implementation plan, project timeline, phasing options, testing and risk mitigation, repair and maintenance response times, loaner equipment program, first response commitment, and any other value added service.

TAB 5 Cost Proposal

Submit a completed Cost Proposal Form (Appendix E).

Note: After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

SECTION 0400
PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. The Evaluation Committee does not make an award recommendation to the City Manager. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFP, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Step 1 Evaluation. The first step will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step will consist of quantitative criteria established below to be added to the Evaluation Committee results by the Department of Procurement Management. An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the qualifications criteria established below for Step 1, Qualitative Criteria. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions.

Step 1 - Qualitative Criteria	Maximum Points
Proposer Experience and Qualifications, including Financial Capability	30
Scope of Services Proposed	30
Approach and Methodology	10
TOTAL AVAILABLE STEP 1 POINTS	70

3. Step 2 Evaluation. Following the results of Step 1 Evaluation of qualitative criteria, the Proposers may receive additional quantitative criteria points to be added by the Department of Procurement Management to those points earned in Step 1, as follows.

Step 2 - Quantitative Criteria	Maximum Points
Cost Proposal	30
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	35

4. Cost Proposal Evaluation. The cost proposal points shall be developed in accordance with the following formula:

Sample Objective Formula for Cost				
Vendor	Vendor Cost Proposal	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

5. Determination of Final Ranking. At the conclusion of the Evaluation Committee Step 1 scoring, Step 2 Points will be added to each evaluation committee member's scores by the Department of Procurement Management. Step 1 and 2 scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	22	15	12
	Total	104	91	92
	Rank	1	3	2
Committee Member 2	Step 1 Points	79	85	72
	Step 2 Points	22	15	12
	Total	101	100	84
	Rank	1	2	3
Committee Member 2	Step 1 Points	80	74	66
	Step 2 Points	22	15	12
	Total	102	89	78
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

* Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

6. Best and Final Offer. Following the Evaluation Committee's ranking of proposals and prior to award, the City reserves the right to short-list vendors, as deemed to be in the City's interest by the City Manager, and request best and final offers from those short-listed vendors.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2016-148-ND
Standardization of Variable
Frequency Drives in the City's Pump
Stations

PROCUREMENT DEPARTMENT
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2016-148-ND	Solicitation Title: Standardization of Variable Frequency Drives in the City's Pump Stations	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000 x6263	Email: nataliadelgado@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
 YES NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
 YES NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of
 the said corporation by authority of its board of directors and acknowledged said
 instrument to be its voluntary act and deed. Before me:

On this ____ day of _____, 20__, personally
 appeared before me _____ who

stated that (s)he is the _____

 Notary Public for the State of Florida
 My Commission Expires: _____.

APPENDIX B



MIAMI BEACH

“No Proposal” Form

RFP 2016-148-ND Standardization of Variable Frequency Drives in the City's Pump Stations

PROCUREMENT DEPARTMENT
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Proposal

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

- Workload does not allow us to proposal
- Insufficient time to respond
- Specifications unclear or too restrictive
- Unable to meet specifications
- Unable to meet service requirements
- Unable to meet insurance requirements
- Do not offer this product/service
- OTHER. (Please specify)

We do do not want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:
CITY OF MIAMI BEACH
DEPT. OF PROCUREMENT MANAGEMENT
ATTN: Natalia Delgado, Procurement Contracting Officer I
PROPOSAL #2016-148-ND
1755 Meridian Ave. 3rd Floor
MIAMI BEACH, FL 33139

APPENDIX C



MIAMI BEACH

Minimum Requirements, Specifications & Special Conditions

RFP 2016-148-ND
Standardization of Variable
Frequency Drives in the City's Pump
Stations

PROCUREMENT DEPARTMENT
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. The Proposer (defined as the Proposing Firm) shall be the manufacturer or an agent of the manufacturer authorized to sell, install and maintain the proposed brand of equipment.
Required Submittals: Proposer shall submit proof that it is either the manufacturer of the proposed equipment or an authorized agent of the manufacturer.

2. The Proposer (defined as the Proposing Firm) shall identify a manufacturer authorized service agent located within a 50 mile radius of the City.
Required Submittals: 1. Submit the manufacturer authorized agent responsible for all equipment service issues after installation. 2. Submit proof that the manufacturer authorized service agent is located within a 50 mile radius of the City.

C3. Upgrade Specifications

C3.1 The size and quantity of the primary required equipment is identified in Appendix D, Cost Proposal Form. The selected vendor shall be responsible for furnishing and installing (inclusive of all costs, including supplemental parts and supplies) the equipment identified in Appendix D. Proposers are responsible for visiting each pump station identified in Appendix D to become familiar with the existing conditions that may impact the installation of the equipment.

C3.2 All proposed equipment shall be equivalent to the Allen Bradley, Powerflex, Series 750 Drives. All drives range between 30 -350 horse power (hp) and are either 6-pulse or 18-pulse drives. The 18-pulse being 125hp and above and the 6-pulse being everything below 125hp. Of the fifty (50) total drives, six (6) have already been upgraded to Allen-Bradley, Powerflex, 750 series drives utilizing the existing transformers and equipment.

C3.2.1 Each VFD unit shall be coordinated with the requirements of the driven equipment. Contractor shall be responsible for matching the motor and the VFD. Load requirements, torque, horsepower, and speed range of VFDs shall be coordinated with and meet or exceed that of the driven equipment.

C3.3 Prior to engaging in the systematic replacement of these VFDs, the City wishes to standardize on the equipment used throughout its pumping stations in order to facilitate maintenance and repairs, and future replacements. All connections, programming, and networking, power monitoring, labor etc. must be included in the pricing (this is a turnkey project).

C3.4 The replacement drives must be compatible with the existing motors, transformers, power monitoring, programs, program logic controllers (PLC), Supervisory Control and Data Acquisition (SCADA), and any other of the City's equipment pertinent to the drive replacements. In addition, they must reasonably match the factory mounting installation in the existing motor control center (MCC) cabinetry without any major modifications including cooling and air movement to insure drive reliability.

C3.5 All work is to be performed by trained and certified personnel. The City reserves the right to request qualifications of each personnel to be assigned to the project and may reject any personnel deemed to not be qualified.

C3.6. Costs submitted for each item shall include all equipment, all connections to new or existing equipment, labor to install, disposal of replaced equipment and all other items necessary to upgrade the pump stations in accordance with the requirements of this RFP.

C3.7. Equipment and materials shall meet or exceed the applicable requirements of the following standards, specifications, and codes (latest edition):

Institute of Electrical and Electronics Engineers (IEEE)

IEEE 519	Recommended Practice and Requirements for Harmonic Control in Electric Power Systems
IEEE C62.41.1	Guide on the Surge Environment in Low-Voltage (1000 V and Less) AC Power Circuits
IEEE C62.41.2	Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and Less) AC Power Circuits

National Electrical Manufacturers Association (NEMA)

NEMA 250	Enclosures for Electrical Equipment (1000 Volts Maximum)
NEMA AB 1	Molded Case Circuit Breakers and Molded Case Switches
NEMA ICS 1 Requirements	Standard for Industrial Control and Systems: General
NEMA ICS 4	Terminal Blocks
NEMA ICS 5	Industrial Control Systems, Control Circuit and Pilot Devices
NEMA ICS 6	Enclosures
NEMA ICS 7	Adjustable Speed Drives

National Fire Protection Association (NFPA)

NFPA 70	National Electrical Code
---------	--------------------------

Underwriters Laboratories (UL)

UL 50	Standard for Enclosures for Electrical Equipment, Non-environmental Considerations
UL 50E	Standard for Enclosures for Electrical Equipment, Environmental Considerations
UL 489	Standard for Molded-Case Circuit Breakers, Molded-Case Switches, and Circuit-Breaker Enclosures
UL 508A	Standard for Industrial Control Equipment
UL 508C	Standard for Power Conversion Equipment
UL 1283	Standard for Electromagnetic Interference Filters
UL 61800-5-1	Standard for Adjustable Speed Electrical Power Drive Systems – Part 5-1: Safety Requirements – Electrical, Thermal and Energy

C3.7.1 Equipment shall bear the appropriate labels and markings in accordance with above standards, specifications and codes. Equipment shall be designed, manufactured, and tested in certified International Organization for Standardization (ISO) 9001 facilities.

C3.8. Acceptance of each installation will be the responsibility of the contractor. Each installation will be tested and verified by the contractor in the presence of a representative of the City of Miami Beach and will include but not be limited to:

1. Checking all controls point to point (manual and auto operation).
2. Testing each VFD with the auto-transfer switch and back-up generator power to insure it functions as intended.

C3.9. A minimum of a one (1) year warranty from date of installation/acceptance shall be provided for each replacement drive at the time it is accepted, including 24/7 support from a factory certified technician able to be on-site within an 1 ½ hour from the time of the call. If a drive is replaced, the warranty period will begin again.

C4. Service Requirements.

C4.1. Service. Service levels must include but not be limited to certified service technicians available twenty-four/seven (24/7), three hundred sixty-five 365 days/year within a fifty (50) mile radius of the City. A certified technician must be able to be "onsite" within one and one half (1 ½) hours if the need would arise. Services will include but not be limited to preventative and corrective maintenance of the newly installed and the upgraded existing.

C4.3. Parts. Parts shall be readily available. Common replacement drives and parts shall be stocked within a fifty (50) mile radius of the City. Larger drives and long lead items should be no more than a five to ten (5 – 10) day lead time including weekends and/or holidays. Inventory by the manufacturer/vendor must be submitted as a part of the proposal package and will be used as a factor to qualify reliability.

C4.4. Pricing. Pricing for services will include a regular hourly rate and an after-hours/emergency rate through the terms of the contract. Regular working hours include Monday – Friday 8am – 5pm. After-hours/emergency rates include after hours Monday – Friday and weekends.

C5. Special Conditions

C5.1. Term of contract. The service part of the contract does not begin until the end of the warranty period. The city anticipates an initial term of three (3) years.

C5.2. Option to renew. The City anticipates two (2) optional one (1) year renewal terms, solely at the City Manager's discretion.

C5.3. Prices. Cost Adjustments. The initial contract prices resulting from this RFP shall remain constant for one (1) year from the contract's initial effective date. 60 days prior to each anniversary date of the contract the City may consider an adjustment to the preceding year's unit costs for the subsequent year. Only request for increases based on a corresponding increase in the Consumers Price Index for the local urban market (CPI-U), as established by the United States Bureau of Labor Statistics, or material adjustments to the scope or requirements of the RFP by the City, including (but not limited to) living wage increases, will be considered. In the event that the City determines that the requested increase is unsubstantiated, the Contractor agrees to perform all duties at the current cost terms.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 60 days prior to expiration of the then current contract year. The vendor adjustment request must clearly substantiate and support with documentation the requested increase. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

C5.4. Training. Training will include but not be limited to:

a. Two fully outfitted laptops with all the software needed to troubleshoot, communicate, and repair the proposed replacement drives that will be turned over to the City after the training.

b. Eight (8) hours of classroom training and a minimum of two (2) four (4) hour field training sessions. (These hours may be proposed differently)

C5.5. Response Time. See also C3. Upgrade Specifications and C4. Service Requirements

C5.6. Required Certifications. Must be factory authorized installer and service provider.

C5.7. Delivery Requirements. Installation schedule to be negotiated with an emphasis on Infrastructure Division's priority.

Operation and maintenance manuals shall be provided. Manuals shall be completely indexed and include step-by-step procedures for the operation and maintenance of the VFD as installed. As a minimum, operation and maintenance manuals shall include:

1. Design capabilities, operating parameters, and recommended ranges.
2. Specification packets on all components in the unit.
3. System schematic diagrams, block diagrams, interconnection diagrams, ladder diagrams, complete wiring diagrams, and enclosure drawings.
4. Safety provisions and precautions, including protective equipment and clothing.
5. Pre-energizing and energizing procedures.
6. Maintenance procedures, including: preventive measures, inspection and cleaning, servicing, and testing.
7. Troubleshooting.
8. Complete replacement parts list, and list of recommended spare parts.
9. Manufacturer warranties.
10. Contact Information, including name, address, and telephone number of manufacturer and manufacturer's local service representative.
11. Complete listing of VFD control settings and setpoints for all controller inputs.

Contractor shall provide approved operations and maintenance manuals to the City at least 30 days prior to VFD startup and testing.

C5.8. Background Checks. Contractor shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employees from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must wear photo identification at all times

APPENDIX D



MIAMI BEACH

Cost Proposal Form

RFP 2016-148-ND
Standardization of Variable
Frequency Drives in the City's Pump
Stations

PROCUREMENT DEPARTMENT
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139

APPENDIX D PROPOSAL TENDER FORM – GROUP A

Failure to submit Section 5, Proposal Tender Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form (Section 5) shall be initialed.

Group A Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
A1	Sewer Pump Station #1 (1053 Jefferson Ave) VFD #1, 3, & 4 (200hp pumps)	3	each	\$	\$
A2	Sewer Pump Station #10 (28 Venetian Way) VFD #1 & 2 (60hp pumps)	2	each	\$	\$
A3	Sewer Pump Station #11 (1710 Washington Ave) VFD #1 & 2 (200hp pumps)	2	each	\$	\$
A4	Sewer Pump Station #15 (Pine Tree Dr. & West 51 st Street) VFD #1 & 2 (60hp pumps)	2	each	\$	\$
A5	Sewer Pump Station #19 (6850 Indian Creek Dr.) VFD #1 & 2 (100hp pumps)	2	each	\$	\$
A6	Sewer Pump Station #21 (850 West 71 st Street) VFD #1 (100hp pump)	1	each	\$	\$
A7	Sewer pump Station #22 (Hagen Street on golf course) VFD #1 & 2 (30hp pumps)	2	each	\$	\$
A8	Sewer Pump Station #23 (750 West 75 th Street) VFD #1 & 2 (100hp pumps)	2	each	\$	\$
A9	Sewer pump Station #24 (8100 Hawthorne Ave) VFD #1 & 2 (60hp pumps)	2	each	\$	\$
A10	Sewer pump Station #27 (5400 Collins Ave) VFD #1 & 2 (125hp pumps)	2	each	\$	\$
A11	Sewer Pump Station #28 (300 28 th Street) VFD #2 & 3 (350hp booster pumps)	2	each	\$	\$
A12	Sewer Pump Station #28 (300 28 th Street) VFD #1, 2, & 3 (250hp pumps)	3	each	\$	\$
A13	Sewer pump Station #29 (Indian Creek Drive & 63 rd Street) VFD #1 & 2 (250hp booster pumps)	2	each	\$	\$
A14	Sewer pump Station #29 (Indian Creek Drive & 63 rd Street) VFD #1, 2, & 3 (125hp pumps)	3	each	\$	\$
GROUP A TOTAL					

Turnkey in accordance with the specifications.

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

**APPENDIX A
PROPOSAL TENDER FORM – GROUP B**

Failure to submit Section 5, Proposal Tender Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form (Section 5) shall be initialed.

Group B Item	Description	Quantity	U / M	Unit Cost	Total (Quantity X Unit Cost)
B1	Water Pump Station #1 (451 Dade Blvd.) VFD #1 & 2 (250hp pumps)	2	each	\$	\$
B2	Water Pump Station #1 (451 Dade Blvd.) VFD #1 & 2 (125hp pumps)	1	each	\$	\$
B3	Water Pump Station #2 (75 th Street & Dickens Ave) VFD #1 & 2 (250hp pumps)	2	each	\$	\$
B4	Water Pump Station #2 (75 th Street & Dickens Ave) VFD #1 (125hp pump)	1	each	\$	\$
B5	Water Pump Station #3 (71 st Street & Fountain) VFD #1 & 2 (250hp pumps)	2	each	\$	\$
B6	Water Pump Station #4 (468 Alton Rd) VFD #1 & 2 (300hp pumps)	2	each	\$	\$
B7	Water Pump Station #4 (468 Alton Rd) VFD #1 (100hp pump)	1	each	\$	\$
B8	Water Pump Station #5 (Belle Ilse, NE side of Venetian Way) VFD #1 (125hp pump)	1	each	\$	\$
B9	Water Pump Station #7 (Terminal Island) VFD #1 & 2 (250hp pumps)	2	each	\$	\$
GROUP B TOTAL					

Bidder's Affirmation
Company:
Authorized Representative:
Address:
Telephone:
Email:
Authorized Representative's Signature:

**APPENDIX A
PROPOSAL TENDER FORM – GROUP C**

Failure to submit Section 5, Proposal Tender Form, in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this RFP, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Bid Price Form (Section 5) shall be completed mechanically or, if manually, in ink. **Proposal Tender Forms (Section 5) completed in pencil shall be deemed non-responsive.** All corrections on the Proposal Tender Form (Section 5) shall be initialed.

Group C Item	Hourly Rate	Estimated Annual Service hours	U/M	Unit Cost	Total (Quantity x Unit Cost)
C1	Hourly Rate - Regular	250	Hourly Rate	\$	\$
C2	Hourly Rate – After-Hours/ Emergency	100	Hourly Rate	\$	\$
SUB- TOTAL ITEM C (C1 + C2)					\$
Parts & Equipment		Estimated Annual Gross Costs	% (discount or mark-up)	State Whether the % Listed is a Discount or Mark-up ¹	Net Cost (Gross Cost x % Discount or Mark-up) ¹
C3	Parts & Equipment for Repairs	\$60,000	%	\$	\$
C4	Balance of Line (All other parts and equipment)	\$25,000	%	\$	\$
SUB- TOTAL ITEM C (C3 + C4)					\$

¹ If Bidder fails to denote whether % listed is mark-up or discount, Bidder agrees that % will be assumed to be a discount.

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

APPENDIX F

Insurance Requirements

RFP 2016-148-ND
Standardization of Variable
Frequency Drives in the City's Pump
Stations

PROCUREMENT DEPARTMENT
1755 Meridian Ave. 3rd Floor
Miami Beach, Florida 33139



MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- 4. Excess Liability - \$_____00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- 6. Other Insurance as indicated:

<u> </u> Builders Risk completed value	\$_____00
<u> </u> Liquor Liability	\$_____00
<u> </u> Fire Legal Liability	\$_____00
<u> </u> Protection and Indemnity	\$_____00
<u> </u> Employee Dishonesty Bond	\$_____00
<u> </u> Other	\$_____00
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy Morales, City Manager

DATE: July 1, 2016

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXTENSION OF A COMMUNICATIONS SYSTEM AGREEMENT, AND ALL EXHIBITS THERETO, WITH MOTOROLA IN THE AMOUNT OF \$335,443 FOR A TERM OF ONE YEAR TO MAINTAIN A CONTINUITY OF SERVICE OF THE 800 MHZ PUBLIC SAFETY RADIO SYSTEM.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution.

BACKGROUND

July 19, 2000, the City's Information Technology Department advised the Administration and the City Commission via a Letter to Commission, LTC No. 133-2000, that the City's radio system coverage was getting progressively worse as new, more dense buildings were being erected and therefore the Public Safety Radio System needed to be upgraded to the most up-to-date digital technology. Subsequent to that, on December 20, 2000, the City Commission authorized a Technical Services Agreement with RCC/Omnicom, Inc. (RCC Consultants, Inc.) to review, analyze and report on the proposed Motorola upgrade. RCC Consultants, Inc. provided a final report that addressed major issues involved in the proposed radio system upgrade and gave recommendations on how the City should proceed.

As a result of this report, on July 18, 2001, the City Commission authorized the Administration to waive the competitive bidding process by 5/7th vote, and negotiate a contract with Motorola, Ericsson, or any other public safety radio system provider, as determined by the City of Miami Beach, to replace the existing City of Miami Beach 800 MHz Analog Radio System.

CURRENT STATUS

Over the past ten years, Motorola Solutions, Inc. has maintained the City of Miami Beach's SmartZone Public Safety radio system. The cooperation between the system users and Motorola has resulted in a Public Safety Radio System that has historically provided reliable public safety and public service communications to the City of Miami Beach.

The 800 MHz Public Safety Radio System was manufactured installed and has been continuously maintained by Motorola since the original purchase. Most of the installed equipment contains

proprietary and other protected design aspects, which are only known to Motorola. The proprietary nature of the system is also related to the software that drives the system and is critical to its performance.

Motorola as the manufacturer and long term service provider as well as their operational familiarity with the network and associated equipment, enable them to provide the highest level of service and responsiveness. And due to strict licensing controls, some communication encryption technology used in the system requires special handling and repair measures. Therefore, for continuity of service, the Emergency Management Department would like to exercise their option to extend the existing service agreement another twelve months under the same terms and pricing.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the Resolution.

Attachments:

Services Agreement
Maintenance Contract Extension Agreement


JLM/CT/CRF

F:\EMGT\SALL\105 Director's Office\EM Memos\Motorola Commission Memo.doc



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number:: S00001006123
 Contract Modifier: RN12-APR-16 15:45:27

Date: 04/14/2016

Company Name: Miami Beach, City Of
Attn: BARBIE PAREDES BELLO
Billing Address: 2310 Pinetree Dr 3rd Floor
City, State, Zip: Miami Beach,FL,33140
Customer Contact: Steve Sawicki
Phone: (305)673-7000 Ext.3799

Required P.O.: No
 Customer #: 1000200262
 Bill to Tag #: 0042
 Contract Start Date: 10/01/2016
 Contract End Date: 03/30/2017
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		Total Services	\$27,953.53	\$335,442.96
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total	\$27,953.58	\$335,442.96
		Taxes	-	-
		Grand Total	\$27,953.58	\$335,442.96
<p>TOTAL SERVICES INCLUDE: DISPATCH SERVICE, TECHNICAL SUPPORT, INFRASTRUCTURE REPAIR WITH ADVANCED REPLACEMENT, ON SITE INFRASTRUCTURE RESPONSE-PREMIER, NETWORK MONITORING AND NETWORK PREVENTATIVE MAINTENANCE.</p> <p>MOTOROLA WILL PROVIDE COMMERCIALY REASONABLE EFFORTS ON END OF LIFE EQUIPMENT DEPENDENT UPON PARTS AVAILABILITY.</p> <p>***The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If Customer does not provide to MSI a valid, executed contract renewal and hard copy Purchase Order within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the City of Miami Beach upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = \$16,772.15***</p>		<p>THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.</p>		
		Subcontractor(s)	City	State
		MOTOROLA SOUTH FLORIDA FSO	PLANTATIO N	FL
		MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
		MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBU RG	IL
		MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBU RG	IL

MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBUR RG	IL
CONTROL COMMUNICATIONS	DAVIE	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Cindee Markes	954-723-4718	
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MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	
-------------------------------------	-------	--

Company Name: Miami Beach, City Of
Contract Number: S00001006123
Contract Modifier: RN12-APR-16 15:45:27
Contract Start Date: 10/01/2016
Contract End Date: 09/30/2017

Customer: Miami Beach, City of
Contract Number: S00001006123

Effective: 10/1/2016

<u>System Description</u>	
1	Master Site
1	Prime Site
4	Remote Sites
10	Channel
3	Dispatch Centers (PD, Parking, EOC)
2	Microwave Only Sites (first escelon only)
1	FHAS Site ID (for Dispatching shop only)

<u>Qty</u>	<u>Equipment Description</u>
33	Quantar Repeaters
10	AstroTac Comparators
2	MTC3600 Prime Site Controllers
4	MTC3600 Remote Site Controllers
1	MTR2000 VHF Base Station
7	TeNsr Channel Banks
5	Trak GPS Clocks
8	MC3000 Deskset Remotes
11	Gold Elite Consoles (8 PD, 2 EOC, 1 Parking)

All subscribers, microwave and FHAS repair is removed

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards: excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



Statement of Work

Network Monitoring, OnSite Infrastructure Response and Dispatch Service

Motorola will provide Network Monitoring, Dispatch Service and OnSite Infrastructure Response services to the Customer. These services are applicable only for the following system types: ASTRO®, ASTRO® 25, ARC 4000, SmartZone®/OmniLink® v2.0.3 and higher, SmartNet®, Private Data (with a wireless network gateway) v2.0.3 and higher, and Harmony® Wireless Communications System. The terms of this Statement of Work (SOW) are an integral part of the Motorola Service Terms and Conditions or other applicable Agreement(s) with the Customer to which this SOW is appended and made a part thereof by this reference.

1.0 Description of Services

Network Monitoring is a service designed to electronically monitor Elements of a Communication System for Events, as set forth in the Monitored Elements Table. When the Motorola System Support Center (SSC) detects an Event, trained technologists acknowledge and remotely diagnose the Event and initiate an appropriate response per the customer profile. Appropriate responses could include, but are not limited to, continuing to monitor the Event for further development transferring the Event to Technical Support, or opening a Case for dispatch of a Servicer. If dispatched, the Servicer will respond at the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the On-Site Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC maintains contact with the on-site Servicer until System Restoral occurs and Case is closed. The SSC will continuously track and manage Case activity from open to close through an automated Case tracking process.

2.0 Motorola Responsibilities:

- 2.1 Provide dedicated Connectivity through a private network connection necessary for monitoring ASTRO and ASTRO25, SmartZone/ OmniLink, Private Data, and Harmony Wireless Communications network types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
- 2.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring ASTRO and ASTRO 25 System elements. If Motorola installs or replaces Motorola owned equipment, the type equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.3 If determined necessary by Motorola, provide Motorola owned equipment for monitoring SmartNet System elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 2.4 Verify Connectivity and Event monitoring prior to System Acceptance or Start Date.
- 2.5 Continuously receive data from Customer monitored System and Customer initiated service requests.
- 2.6 Remotely access the Customer's System to perform remote diagnostics as permitted by Customer pursuant to section 3.1
- 2.7 Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.7.1 Characterize the issue
 - 2.7.2 Determine a plan of action
 - 2.7.3 Assign and track the Case to resolution.
- 2.8 Dispatch a Servicer, as required, by Motorola standard procedures and provide necessary Case information collected in section 2.7
- 2.9 Ensure the required personnel have access to Customer information as needed.
- 2.10 Disable and enable System devices, as necessary, for Servicers.
- 2.11 Servicer will perform the following on-site:
 - 2.11.1 Run diagnostics on the Infrastructure or FRU.
 - 2.11.2 Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.11.3 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.11.4 If a third party Vendor is needed to restore the System, the Servicer may accompany that Vendor onto the Customer's premises.

- 2.12 Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification preference described in the Customer Support Plan required by section 3.5. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
 - 2.13 Escalate the Case to the appropriate party upon expiration of a Response time.
 - 2.14 Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
 - 2.15 Notify Customer of Case Status, as described in the Customer Support Plan required by section 3.5 at the following Case levels
 - 2.15.1 Open and closed; or
 - 2.15.2 Open, assigned to the Servicer, arrival of the Servicer on site, deferred or delayed, closed.
 - 2.16 Provide the following reports, as applicable:
 - 2.16.1 Case activity reports to Customer.
 - 2.16.2 Network Monitoring Service reports for Customer System(s).
 - 2.16.3 Network Activity/Availability Reports for ASTRO25, SmartZone/ OmniLink, and Private Data Systems only.
 - 2.17 Respond in accordance to pre-defined Response times upon receipt from Customer of Customer managed passwords required for proper access to the Customer's System.
 - 2.18 Apply additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters.
- 3.0 Customer Responsibilities:
- 3.1 Allow Motorola Continuous remote access to obtain System availability and performance data.
 - 3.2 Allow Motorola to access System if firewall has been installed; provide permanent/dedicated access for SNMP traps (outbound) and ZDS polling (inbound). Also provide continuous utility service to any Motorola equipment installed or utilized at Customer's premises to support delivery of the Service.
 - 3.3 Order and maintain dedicated dial-up phone lines for telephone service for SMARTNET System types. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.4 Unless otherwise specified, Motorola recommends a private network connection for all other Systems. The Connectivity Matrix set forth in Appendix 1, further describes the Connectivity options.
 - 3.5 Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.5.1 Case notification preferences and procedure
 - 3.5.2 Repair Verification Preference and procedure
 - 3.5.3 Database and escalation procedure forms.
 - 3.5.4 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
 - 3.6 Provide the following information when initiating a service request:
 - 3.6.1 Assigned System ID number
 - 3.6.2 Problem description and site location
 - 3.6.2 Other pertinent information requested by Motorola to open a Case.
 - 3.7 Notify the System Support Center when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance.)
 - 3.8 Allow Servicers access to Equipment (including any Connectivity or monitoring equipment) if remote service is not possible.
 - 3.9 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
 - 3.10 Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.12.2
 - 3.11 Maintain and store in an easy accessible location any and all Software needed to Restore the System.
 - 3.12 Maintain and store in an easily accessible location proper System backups.
 - 3.13 Verify with the SSC that Restoration is complete or System is functional, if required by the Repair Verification Preference provided by Customer in accordance with section 3.5.
 - 3.14 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that System faults were caused by the Customer making changes to critical System parameters
 - 3.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ol style="list-style-type: none"> 1. Response is provided Continuously 2. Major System failure 3. 33% of System down 4. 33% of Site channels down 5. Site Environment alarms (smoke, access, temp. AC power) as determined by the SSC. 6. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Significant System Impairment not to exceed 33% of system down 3. System problems presently being monitored 4. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ol style="list-style-type: none"> 1. Response during Standard Business Day 2. Intermittent system issues 3. Information questions 4. Upgrades/preventative maintenance 5. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

On-Site Response Time Table (Customer's Response Time Classification is designated in the Service Agreement).

Severity Level	Premier Response Time	Restoral	Off Deferral
Severity 1	Within 2 hours from receipt of Notification Continuously	8 Hours	Time provided by Servicer *
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	8 Hours	Time provided by Servicer *
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	48 Hours	Time provided by Servicer *

· Please note these are Standard Commitment times. The commitment times should be based on the Customers Support Plan.

· Provide update **before** the specific contractual commitments come due.

* Note: Provide update to System Support Center **before** Deferral time comes due.

Appendix 1

Connectivity Matrix

System Type	Connectivity	Responsibility
Astro 25	T1	Motorola
SmartZone/OmniLink v3.5 and below	256K	Motorola
SmartZone/OmniLink v4 and above	512K	Motorola
Private Data	256K	Motorola
ARC 4000	T1 or VPN	Motorola
MESH	T1 or VPN	Motorola
Harmony	T1	Motorola

MotoBridge	T1 or VPN	Motorola
SmartNet	Dial-up	Customer

Private Network Connection IP VPN (All Customers)	Public Internet Connection IP VPN (Option Available only to Customers outside of the US)
Standard solution for real time Connectivity	Non Standard solution for Connectivity
Dedicated bandwidth configuration provided to monitor Customers	No dedicated bandwidth provided to monitor Customers
Protected from unauthorized intrusion	Low risk of unauthorized intrusion
Encryption available	Encryption is required
Connectivity available through Motorola	Customer provides Connectivity to the internet via an internet service provider selected by Customer.

Motorola Owned & Supplied Equipment Table

Equipment Type	Location Installed
Firewall/Router	Master Site
System Support Server	Master Site for each Zone

Monitored Elements Table (Listed by technology)

System Type	Equipment
--------------------	------------------

*Legal Approval
September 2010*

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2 Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3 Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4 Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2 When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced replacement FRU.
 - 2.4.3 When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5 Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6 Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7 Perform the following service on Motorola Infrastructure:
 - 2.7.1 Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2 Replace malfunctioning FRU or Components.

- 2.7.3 Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
- 2.7.4 Perform a Box Unit Test on all serviced Infrastructure.
- 2.7.5 Perform a System Test on select Infrastructure.
- 2.8 Provide the following service on select third party Infrastructure:
 - 2.8.1 Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2 Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3 Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9 Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10 Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11 Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
 - 3.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1 Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2 Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3 Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4 Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
 - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
 - 3.6 For Digital In-Car Video Infrastructure, remove video from equipment prior to sending Infrastructure in

for repair. Video retrieval is a separate service and is not included as part of this SOW. Additional services and fee applies.

3.7 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. All Broadband/WiNS Infrastructure three (3) years from product cancellation date.
3. Physically damaged Infrastructure.
4. Third party Equipment not shipped by Motorola.
5. Consumable items including, but not limited to batteries, connectors, cables, tone/ink cartridges.
6. Video retrieval from Digital In-Car Video equipment
7. Test equipment.
8. Racks, furniture and cabinets.
9. Firmware and/or Software upgrades.

SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital, MTR2000 ONLY.
Central Electronics Bank(s)	Includes Logging Recorder, Interface and Network Hub Excludes all other technologies see SOW specifically for NICE logging recorders
Channel Bank(s)	Includes Premisys and Telco Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and ASTRO-tac Comparators
Computer(s)	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II, keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers, defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes Centracom Gold Elite, MCC7500, MCC5500, MIP5000 as part of complete communication System including headset jacks, dual footswitches, and gooseneck microphones. Excludes cables
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.

Dictaphones, Logging Recorders and Recording Equipment	Excludes all technologies see SOW specifically for NICE logging recorders
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, Z.AMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) that directly interface with or control the communications System, including Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention as well as monitors that were not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Includes NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Includes FSA4000. Excludes all other fire alarming systems.
Motobridge	Included
Network Fault Management	Includes Full Vision Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes all Sun/IMP hard drives except TLN3495A 0820 1 GB drive as well as the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

Statement of Work

Technical Support Overview

Motorolas Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

Motorola applies industry best practices in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Technical Support Services

Motorolas System Support Center (SSC) will provide technical support to assist the customers technical resources of the Motorolas currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests (see severity level response time commitments). Calls requiring incidents, problems, or service requests will be logged in Motorolas issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customers technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.1 Scope

Technical Support service is available 24 hours a day, 7 days a week based on Severity Level Definitions.

1.2 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.

- 1.4.6 Network security services.
- 1.4.7 Network transport.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the Severity Level Response Time Commitments section of this document and the severity level defined in the Severity Level Definitions section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.
- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Commitments section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

2.1 Severity Level Response Time Commitments

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the

	system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Statement of Work

Network Preventative Maintenance

1.0 Description of Service

Network Preventative Maintenance will provide an operational test and alignment, on the Customer's Infrastructure Equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets original manufacturer's specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Network Preventative Maintenance will be performed during Standard Business Days. If the System or Customer requirements dictate this service must occur outside of Standard Business Days, Motorola will provide an additional quotation. Customer is responsible for any charges associated with helicopter or other unusual access requirements or expenses.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Notify the Customer of any possible System downtime needed to perform this service.
- 2.2 Physically inspect the Infrastructure Equipment in the system (equipment cabinets, general circuitry, fault indicators, cables, and connections).
- 2.3 Remove any dust, and/or foreign substances from the Infrastructure.
- 2.4 Clean filters, if applicable.
- 2.5 Measure, record, align, adjust the Infrastructure Equipment parameters in accordance with the manufacturer's service manuals and the Rules and Regulations of the Federal Communications Commission (FCC), where applicable.

3.0 Customer has the following responsibilities:

- 3.1 Provide preferred schedule for Network Preventative Maintenance to Motorola.
- 3.2 Authorize and acknowledge any scheduled System downtime.
- 3.3 Maintain periodic backup of databases, Software applications and Firmware.
- 3.4 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Preventative Maintenance services to Customer.

SmartZone -Network Preventative Maintenance Checklist

SmartZONE Infrastructure	Operational Check (where applicable)
Repeater(s), Control Station(s)	Transmitter modulation
	RF power output/reflected
	RF Frequency Measured/adjusted
	Receiver Sensitivity Measured/Adjusted
	Power Supply voltages
	Audio Input & Output Level
	Check Low Speed Data
	Combiners & Circulator Loss
Consoles Positions/Remotes	Receiver Desense (Full Duplex Only)
	Audio Input & Output Level
	Ethernet Operation
	CEB Power Supply Voltage, and AC Ripple
	Switches, Lights, CRT
	CEB Signal Levels
	Wiring and Grounding for each Position
	CEB Diagnostics
Central Controllers, DIGITAC Comparators	Check and Clean keyboards, CPU, CRT's
	Central Controller and Power Supplies
	T Bar Switched
	Simulcast Controller
	Simulcast Remote Controller
	Distribution Amp
	DIGITAC Comparator
	Receiver Multi-Couplers and Tower Mounted Amplifier
	Check for receiver to Comparator audio path.
	Check for proper audio to Status Tone ratio
Confirm that all Receiver RX Notch Filters are either IN or OUT	
GPS	Roll to Redundant Receive Reference Module
	Check Frequency Standards
	Check Power Supply Voltages
Site Equipment	Audio Network Analyzer
	Baseline Database Server
	System Manager Terminal
	Site Test/System Calibration Equipment
Power UPS Generator AC to DC Power Unit (RF equipment) All Equipment	Check Diagnostics/Alarms
	AC/DC Voltages/Batteries
	Switch-Over Operations
	Switch to Generator Power
	Switch to Battery Power
Other Equipment	Check Diagnostics/Alarms
	Check all system printers
	Check all modems for proper levels & synchronization
	MBX/Other telco interface common equipment

Approved by Motorola Contracts & Compliance: 1/28/08

Exhibit C
Maintenance Agreement

4.6. After the 10 year serviceability period, if Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or practical infeasibility, Motorola may modify the scope of Services related to such Equipment; or increase the price to Service such Equipment or remove such Equipment from the Agreement. Where Equipment is removed from the Agreement under this provision, Motorola will use reasonable commercially available means to repair such Equipment on a Time and Materials basis.

4.7. Customer must promptly notify Motorola directly of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; or accident, foreign liquids, power surges, neglect, acts of God or other force majeure events.

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries, magnetic tapes, etc.; upgrading Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, or combiner. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. The hours of subscriber Service will be 8:30 a.m. to 5:30 p.m., local time, excluding weekends and holidays. Infrastructure emergency support will be provided 24 hours a day, 7 days a week, including holidays. A technician will be on site or working on City equipment from 8:30 a.m. to 5:30 p.m. local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

13.2. Unless otherwise agreed in writing, no business or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide its confidential and proprietary information, including cost and pricing data, to Customer.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not solicit for hire and engage on contract any employee of Motorola or its subcontractors. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings (excluding as built documentation, drawings and records pertaining to this Agreement) or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Florida.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL BECOME EFFECTIVE FOLLOWING EXPIRATION OF THE APPLICABLE WARRANTY PERIOD IN THE COMMUNICATIONS SYSTEM AGREEMENT AND TERMINATE AFTER THE EXPIRATION OF 9TH SERVICE YEAR. THEREAFTER THIS CONTRACT MAY BE RENEWED BY MUTUAL AGREEMENT BY THE PARTIES, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30)

Condensed Title:

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 31 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PURCHASING," BY CREATING ARTICLE III, TO BE ENTITLED "LOCAL WORKFORCE PARTICIPATION PROGRAM FOR CITY CONSTRUCTION CONTRACTS," TO ESTABLISH WORKFORCE PARTICIPATION GOALS AND REPORTING REQUIREMENTS FOR CITY CONSTRUCTION CONTRACTS IN EXCESS OF \$1,000,000 FOR THE CONSTRUCTION, DEMOLITION, ALTERATION AND/OR REPAIR OF CITY BUILDINGS, CITY PUBLIC WORKS, AND BUILDINGS OR IMPROVEMENTS LOCATED ON CITY-OWNED LAND; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Key Intended Outcome Supported:

Supporting Data (Surveys, Environmental Scan, etc):

Item Summary/Recommendation:

Pursuant to a request received from Commissioner Steinberg, the Administration and the City Attorney's Office have drafted an ordinance establishing a Local Workforce Participation Program for City Construction Contracts. The ordinance establishes a goal of 30% local workforce for City construction contracts in excess \$1,000,000. Local is defined as Miami-Dade County. Although there is no specific goal for City residents, contractors are encouraged to promote recruitment for City of Miami Beach residents. The ordinance requires contractors to submit reports documenting the residency of project workers and efforts in recruiting both City of Miami Beach and County residents for the project.

The attached memorandum provides additional details.

Financial Information:

Source of Funds:	Amount	Account
OBPI	1	
Total		

Financial Impact Summary: The ordinance requires monitoring of contractor compliance and collection of workforce participation data with respect to reporting requirements established in the ordinance. In lieu of a staffing request, if adopted, the Administration is proposing to utilize one of several contractor compliance software packages utilized by local, state and federal agencies. Funding for the software licenses will be included in the budget for fiscal year 2017.

City Clerk's Office Legislative Tracking:

City Attorney's Office, Alex Denis

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AD 	MT 	JLM 

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MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139,
www.miamibeachfl.gov

COMMISSION MEMORANDUM

TO: Mayor Philip Levine and Members of the City Commission

FROM: Jimmy L. Morales, City Manager

DATE: July 13, 2016

SUBJECT: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 31 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PURCHASING," BY CREATING ARTICLE III, TO BE ENTITLED "LOCAL WORKFORCE PARTICIPATION PROGRAM FOR CITY CONSTRUCTION CONTRACTS," TO ESTABLISH WORKFORCE PARTICIPATION GOALS AND REPORTING REQUIREMENTS FOR CITY CONSTRUCTION CONTRACTS IN EXCESS OF \$1,000,000 FOR THE CONSTRUCTION, DEMOLITION, ALTERATION AND/OR REPAIR OF CITY BUILDINGS, CITY PUBLIC WORKS, AND BUILDINGS OR IMPROVEMENTS LOCATED ON CITY-OWNED LAND; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

FISCAL IMPACT

The ordinance requires monitoring of contractor compliance and collection of workforce participation data with respect to reporting requirements established in the ordinance. In lieu of a staffing request, if adopted, the Administration is proposing to utilize one of several contractor compliance software packages utilized by local, state and federal agencies. Funding for the software licenses will be included in the budget for fiscal year 2017.

BACKGROUND

Pursuant to a request received from Commissioner Steinberg, the Administration and the City Attorney's Office have drafted an ordinance establishing a Local Workforce Participation Program for City Construction Contracts. The ordinance establishes a goal of 30% local workforce for City construction contracts in excess \$1,000,000. Local is defined as Miami-Dade County. Although there is no specific goal for City residents, contractors are encouraged to promote recruitment for City of Miami Beach residents. The ordinance requires contractors to submit reports documenting the residency of project workers and efforts in recruiting both City of Miami Beach and County residents for the project.

Local hire ordinances are laws passed by counties and municipalities to promote the hiring of residents from the applicable area by contractors awarded public projects. As a background to this ordinance, Matthew Land, of the Southeast Laborers' District Council, has provided the following informational bullets.

1. *Why Do Municipalities Pass Local Hire Policies?*

- In its most simple form, local governments see the need to address high levels of unemployment throughout their city, county or municipality by passing local hire initiatives. By requiring that contractors aspire to or mandate that they give the first shot at jobs on taxpayer funded infrastructure projects, this is a way to address unemployment levels as well as provide for a career for those that are unemployed.
- When taxpayer funds are used, government bodies feel that those jobs should first go to the taxpayers themselves while discouraging contractors from being in out-of-state or out of the country crews of workers to complete those projects, which sometimes can be at lower levels of pay than what the market in their community dictates. Local governments know what is best for their community and feel that they can best address those needs through local hire, training and wage ordinances for the construction industry on those projects that are funded with taxpayer dollars.
- Additionally, when local hire initiatives are successful and local people are put to work, they put their earnings back into the community.

2. *Some of the Municipalities in Miami-Dade County and in Florida that have Local Hire Ordinances*

- The City of Miami passed a local hire ordinance in 2012 that was later updated in 2015. It sets out a percentage of Miami-Dade County residents that must be hired based on the dollar amount of the construction contract starting at \$250,000 and 10% local hire and going up to contracts valued at more than \$4 million and 40% local hire. It also states that 50% of those residents should strive to come from the City Commission district where the project is located.
- Miami-Dade County has two local hire ordinances: Community Workforce Program and the Residents First Training and Employment Program:
 - The Community Workforce Program (CWP) is designed to provide job opportunities to local residents of traditionally underserved and underdeveloped neighborhoods. Not less than 10% of the labor force must come from the Designated Target Area (DTA) in which the public improvement is located. Designated Target Areas (DTA) are any geographic area of Miami-Dade County designated as an Empowerment/Enterprise Zone, a Targeted Urban Area (TUA), Community Development Block Grant (CDBG) Eligible Block Group or Focus Area.
 - Miami-Dade County Residents First Training and Employment Program sets out that contractors and subcontractors on County construction contracts valued in excess of \$1,000,000 shall make their best reasonable efforts to have fifty-one (51%) of all construction labor hours performed by Miami-Dade County residents and require all persons employed on the project to perform construction to have completed the OSHA 10-hour safety training.
- The City of North Miami recently passed an ordinance addressing local hiring in March 2016. It does not specifically set the local hire requirement on the project, but contractors must detail proposed local hiring and training efforts as part of their bid proposal where local residents are considered those residing in the City of North Miami. It applies to City projects over \$250,000.
- Additionally, Broward County has some ordinances addressing those that are considered “hard-to-hire” or economically disadvantaged by ensuring hiring of those individuals through CareerSource Broward. Additionally, the St. Petersburg City Commission has draft legislation that deals with local hire initiatives.

3. *Miami Beach Convention Center Expansion*

- The Miami Beach Convention Center renovation and expansion is the first time that the City of Miami Beach has placed an emphasis on hiring local residents to work on the project.
- As of the most recent LTC on the Miami Beach Convention Center from June 2016, the project has achieved 61.4% local hire of Miami-Dade County residents.

CITY MANAGER'S RECOMMENDATION

City staff hereby submits for your review the ordinance establishing a Local Workforce Participation Program.

JLM/MT/AD

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING CHAPTER 31 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "PURCHASING," BY CREATING ARTICLE III, TO BE ENTITLED "LOCAL WORKFORCE PARTICIPATION PROGRAM FOR CITY CONSTRUCTION CONTRACTS," TO ESTABLISH WORKFORCE PARTICIPATION GOALS AND REPORTING REQUIREMENTS FOR CITY CONSTRUCTION CONTRACTS IN EXCESS OF \$1,000,000 FOR THE CONSTRUCTION, DEMOLITION, ALTERATION AND/OR REPAIR OF CITY BUILDINGS, CITY PUBLIC WORKS, AND BUILDINGS OR IMPROVEMENTS LOCATED ON CITY-OWNED LAND; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, in order to encourage the hiring of Miami Beach and Miami-Dade County residents for construction projects in excess of \$1,000,000 for City buildings, City public works, and buildings or improvements located on City land, the hiring goals and reporting requirements set forth in this Ordinance should be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Article III of Chapter 31 of the Code of the City of Miami Beach, Florida, is hereby created as follows:

CHAPTER 31
PURCHASING

* * *

Sec. 31-32 – 31-39. Reserved.

**ARTICLE III. LOCAL WORKFORCE PARTICIPATION PROGRAM FOR CITY
CONSTRUCTION CONTRACTS.**

Sec. 31-40. Local Workforce Participation Goals and Reporting Requirements for City Construction Contracts.

(1) Definitions. The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) City construction contract means (i) a city contract valued in excess of \$1,000,000 for the construction, demolition, alteration and/or repair of city buildings or city public works, or (ii) a contract valued in excess of \$1,000,000 which provides for privately-funded construction, demolition, alteration and/or repair of buildings or improvements located on city-owned land.

(b) Department means the department responsible for managing the awarded city construction contract as designated by the city manager.

(c) Contractor means any person or entity providing construction services pursuant to subsection (1)(a).

(2) Implementation. The provisions of this article shall apply to city construction contracts that: a) are subject to section 31-27 of article II of this chapter; and b) are awarded pursuant to an Invitation to Bid (ITB) or Request for Proposals (RFP) issued by the city on or after April 1, 2017.

(3) General requirements.

(a) Except where state, county or federal laws or regulations, or other approved granting agencies, mandate to the contrary, all contractors and subcontractors of any tier performing on a city construction contract shall satisfy the requirements of this article.

(b) As a condition of submitting a bid or proposal for a city construction contract, a general contractor, construction manager, or other contractor seeking award of a contract, shall submit a responsible contractor affidavit, as provided in subsection (4), with its bid or proposal. The city shall provide notice to any contractor who fails to submit a responsible contractor affidavit that said contractor has forty-eight (48) hours from the time of notification to submit a responsible contractor affidavit or its bid or proposal will be deemed nonresponsive and disqualified from consideration.

- (c) The responsible contractor affidavit shall be completed on a standard form authorized by the Procurement Director and shall reference the city construction contract for which a bid or proposal is being submitted by name and contract or project number. Any city agency, department, or other party responsible for administering a city construction contract shall require contractors to use the standard form authorized by the Procurement Director.
- (d) A city construction contract shall not be executed until all requirements of this section have been fulfilled.
- (e) No contractor shall receive final payment for completion of a city construction contract until the city receives a completed workforce performance report submitted pursuant to subsection (4)(b).
- (4) Responsible contractor affidavit and workforce performance reporting requirements; contractor past performance.
- (a) *Responsible contractor affidavit.* A construction manager, general contractor, or other contractor submitting a bid or proposal for a city construction contract shall verify the following information on its responsible contractor affidavit form:
- (1) The contractor will make its best reasonable efforts to promote employment opportunities for Miami-Dade County residents by seeking to achieve a project goal of having thirty percent (30%) of all construction labor hours performed by Miami-Dade County residents. The contractor shall also make its best reasonable efforts to promote employment opportunities for Miami Beach residents. To verify workers' residency, contractors shall provide the residence address of each worker.
- (2) The responsible contractor affidavit shall specify the total number of persons that will be used by the contractor (and by all subcontractors) to perform all of the construction trades and labor work of the contract, broken down by trade and labor category, minimum qualifications for each category, and the number of persons to be utilized in each category. The name, address, and trade category of all persons proposed to perform work under the contract currently on the contractor's (or on any proposed subcontractor's) payroll who reside in Miami Beach and/or Miami-Dade County shall be provided. The responsible contractor affidavit shall also indicate the number of positions shown on the work, trade categories, and minimum

qualifications therefore, to be hired by the contractor (or by any proposed subcontractors) to perform the construction trades and labor work under the contract.

(b) Workforce performance report. Before its final application for payment of a city construction contract, the contractor responsible for the project shall submit a workforce performance report to the city which shall include the following information on the workforce employed in the execution of the contract:

(1) The total number of construction labor work hours performed on the project, and the number and percentage of such work hours performed by Miami Beach and Miami-Dade County residents;

(2) Supporting documentation verifying construction labor work hours performed by Miami Beach and Miami-Dade County residents;

(3) Supporting documentation verifying reasonable efforts to promote employment opportunities for Miami Beach and Miami-Dade County residents if the project goal of thirty percent (30%) of all construction labor hours to be performed by Miami-Dade County residents is not met.

(c) When evaluating a prospective contractor's bids or proposals for future city construction contracts, in addition to those factors identified in Section 2-369 of the City Code for determination of award, the contractor's past record of meeting local workforce goals and complying with reporting requirements of this article shall be considered.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the city of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Miami Beach City Code. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect on the ____ day of _____, 2016.

PASSED AND ADOPTED this ____ day of _____, 2016.

Philip Levine, Mayor

ATTEST:

Rafael E. Granado, City Clerk

Underline denotes additions
~~Strikethrough~~ denotes deletions

(Sponsored by Commissioner Micky Steinberg)

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Handwritten Signature]

City Attorney

7/11/16

Date

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