

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: May 6, 2026

Presenter's Name and Title: Jerry Logan, IT Network Manager

Prepared By: Jerry Logan, IT Network Manager

Temp. Reso. Number: 8686

Item Description: Temp. Reso. #R8686 APPROVING THE AWARD OF INVITATION FOR BIDS (IFB) 26-022 ENTITLED MERAKI WI-FI ACCESS POINT REPLACEMENTS, TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, R2 UNIFIED TECHNOLOGIES, FOR THE REPLACEMENT AND INSTALLATION OF INDOOR AND OUTDOOR WI-FI ACCESS POINTS AT MIRAMAR CITY SITES, IN AN AMOUNT NOT-TO-EXCEED \$323,188, INCLUSIVE OF A FIFTEEN PERCENT CONTINGENCY FOR FISCAL YEAR 2026. *(IT Network Manager Jerry Logan)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funding for FY26 in the amount of \$323,188 is available in accounts: 001-90-000-519-000-606400 and 410-90-000-536-000-606400 entitled Machinery & Equipment.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8686**
- **Attachment(s)**
 - **Attachment 1: IFB No. 26-022**
 - **Attachment 2: R2 -Miramar Meraki AP Replacement Bid**
 - **Attachment 3: Notice_of_Intent_to_Award_IFB_26-022**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Clayton D. Jenkins, IT Director

DATE: April 30, 2026

RE: Temp. Reso. No. 8686 Approving the Award of the Invitation for Bids ("IFB") 26-022, Entitled "Meraki Wi-Fi Access Point Replacements," to R2 Unified Technologies

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8686, for the award of Invitation for Bids ("IFB") 26-022 entitled "Meraki Wi-Fi Access Point Replacements," to the lowest responsive responsible bidder, R2 Unified Technologies, for the replacement and installation of indoor and outdoor Wi-Fi Access Points at Miramar City Sites, in an amount not-to-exceed \$323,188 for FY26.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The City's Wi-Fi access points are approximately seven years old and nearing the end of their support lifecycle. As vendor support and updates diminish, maintaining cybersecurity and compliance becomes more challenging. Replacing these devices will ensure continued compliance while improving performance and increasing capacity to meet current and future connectivity demands.

DISCUSSION: On March 3, 2026, the City Procurement Department posted IFB No. 26-022 on DemandStar, requesting bids for the City Wi-Fi Replacement Project. A total of six bids were received. All six bidders worked with our Cisco Rep, Chelsea Smith-Nejad, on hardware pricing.

Bids	Company Name	Base Bid Amount
1	R2 Unified Technologies	\$281,033
2	United Data Technologies	\$297,204
3	AIP US	\$299,999
4	Acordis	\$338,949
5	CDW Government	\$399,000
6	NCD Communications	\$494,039

On March 19, 2026, the City identified R2 Unified Technologies as the lowest responsive and responsible bidder in the amount of \$281,033. A contingency of \$42,155 (15% of the project cost) is also included.

ANALYSIS: Funding for FY26 in the amount of \$323,188 is available in accounts: 001-90-000-519-000-606400 and 410-90-000-536-000-606400 entitled Machinery & Equipment.

Temp. Reso. No. 8686
4/1/26
4/29/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS (IFB) 26-022 ENTITLED MERAKI WI-FI ACCESS POINT REPLACEMENTS, TO THE LOWEST RESPONSIVE RESPONSIBLE BIDDER, R2 UNIFIED TECHNOLOGIES, FOR THE REPLACEMENT AND INSTALLATION OF INDOOR AND OUTDOOR WI-FI ACCESS POINTS AT MIRAMAR CITY SITES, IN AN AMOUNT NOT TO EXCEED \$323,188, INCLUSIVE OF A FIFTEEN PERCENT CONTINGENCY FOR FISCAL YEAR 2026; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE WORK DOCUMENTS.

WHEREAS, The City's existing Wi-Fi access points have been in service for approximately seven years and are approaching the end of their supported lifecycle and require replacement; and

WHEREAS, The City posted Invitation for Bids ("IFB") No. 26-022 on DemandStar requesting bids for the City Wi-Fi Replacement Project. A total of 6 bids were received; and the City accepted the lowest responsive and responsible bidder, R2 Unified Technologies; and

WHEREAS, pursuant to City Code Section 2-412(a)(2), City Commission approval is required for purchases from the same person or entity exceeding \$75,000 in a single fiscal year; and

Reso. No. _____

Temp. Reso. No. 8686
4/1/26
4/29/26

WHEREAS, the City Manager recommends the approval of the award of IFB No. 26-022 entitled "Meraki Wi-Fi Access Point Replacements," to the lowest responsive responsible bidder, R2 Unified Technologies, and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of the IFB No. 26-022 entitled "Meraki Wi-Fi Access Point Replacements," to the lowest responsive responsible bidder, R2 Unified Technologies, for a total amount not-to-exceed \$323,188, inclusive of a fifteen percent contingency for FY26.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the award of Invitation for Bids Number 26-022 entitled "Meraki Wi-Fi Access Point Replacements," to the lowest responsive responsible bidder, R2 Unified Technologies.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8686
4/1/26
4/29/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers
Commissioner Avril Cherasard
Commissioner Yvette Colbourne
Vice Mayor Carson "Eddy" Edwards
Mayor Wayne M. Messam

Voted

Reso. No. _____

INVITATION FOR BIDS

MERAKI WI-FI ACCESS POINT REPLACEMENTS

IFB No. 26-022



The City of Miramar Commission:

**Mayor Wayne M. Messam
Vice Mayor Yvette Colbourne
Commissioner Maxwell B. Chambers
Commissioner Avril K. Cherasard
Commissioner Carson Edwards**

**Dr. Roy L. Virgin, City Manager
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025**

**DATE ISSUED: March 5, 2026
OPENING DATE: March 19, 2026, at 2:00 P.M.**

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**INSTRUCTIONS FOR SUBMITTING A BID
IN RESPONSE TO A
FORMAL INVITATION FOR BID**

**IT IS THE SOLE RESPONSIBILITY OF EACH BIDDER TO
SUBMIT BIDS TO THE CITY OF MIRAMAR, ON/OR BEFORE:**

BIDS DUE: MARCH 19, 2026, at 2:00 P.M.

**INSTRUCTIONS FOR SUBMITTING A BID
IN RESPONSE TO A FORMAL
INVITATION FOR BIDS**

**BIDS WILL NOT BE ACCEPTED PERSONALLY OR BY DELIVERY CARRIER. ALL BIDS
MUST BE SUBMITTED VIA DEMANDSTAR.COM**

All Bids must be submitted via Demandstar.com, on replica 8 ½" by 11" paper, neatly typed with normal margins and spacing.

1. All required forms must be notarized, where necessary, by a registered notary, and completed by the Bidder submitting the Bid.
2. All Bids must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship with the City.
3. Bidders must include the following information clearly marked on the Bids cover page:
 - a) Bidder's name, return address and telephone number;
 - b) Solicitation number;
 - c) The Solicitation Due Date and Time; and
 - d) Title of the Solicitation.

BIDDERS WHO FAIL TO INCLUDE THE ABOVE INFORMATION ON THE FACE OF THEIR BIDS MAY BE DEEMED "NON-RESPONSIVE" AND SUCH BIDDERS SHALL HAVE NO GROUNDS OF PROTEST IN THE EVENT THEIR BIDS ARE OPENED IN ERROR.

THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY COMPUTER MALFUNCTIONS AND / OR ANY OTHER OCCURRENCE. ANY BID

RECEIVED AFTER THE DUE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS INVITATION FOR BIDS WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS WILL NOT BE CONSIDERED.

THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.

END - INSTRUCTIONS TO BIDDERS

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1 DEFINITIONS

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bids.
2. The terms "Bidder" or "Offeror" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The term CBE or SBE Firm is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE") which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that will result from this Invitation for Bids, which may be by way of the terms and conditions of the City's Purchase Order form, or otherwise, in the City's sole discretion.
7. The terms "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The terms "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.
9. The Terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all Exhibits and Attachments approved by the City and amendments or change orders issued by Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City.
11. The term "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder who contract with the Successful Bidder to furnish labor, or labor and materials in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder.
12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bid.

13. The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.

1-2

AVAILABILITY OF INVITATION FOR BID

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling 1 (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service (USPS). Bidders are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Bidder. DemandStar does **not** charge for registering for the City of Miramar **only**.

Bidders choosing to register with DemandStar may do so on-line at www.demandstar.com or by requesting a faxed registration form from (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County or the City of Miramar, you do NOT need to register again.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the Bidder's contact person, the Bidder's name, complete address to be mailed to, telephone number, and fax number.

Bidders who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders are solely responsible for those risks.

1-3

CONE OF SILENCE

Bidders are hereby notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising, and until the City Commissioners approve an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This does not apply to oral communications at Pre-Bid conferences, oral presentations before selection committees, contract negotiations, public presentations made to the City Commissioners during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission, of matters not concerning this Solicitation.

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder shall render their Bid to be deemed non-responsive, and any award to Bidder voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department
The City of Miramar
2300 Civic Center Place
Miramar, FL 33025
(954) 602-3053
Fax: (954) 602-3483

1-4

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Provider.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or State and Federal Statutes.

b) Additional Information/Amendment

1) Requests for additional information, explanation, clarification, or interpretation of this Solicitation shall be submitted in writing via email to the Procurement Department representative identified in this Solicitation. All requests must be received no later than the deadline for submission of questions as set forth in Section 2-4, Solicitation Timetable. Requests received after the stated deadline may not be reviewed or addressed. Each request shall clearly identify the Solicitation number and include the name, address, telephone number, and email address of the requesting party

2) The Procurement Department will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Opening Date & Time. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. The Bidder shall submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**", with their Bid.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued, the Specifications or Statement of Work, the Special Conditions, and then the General Terms and Conditions.

1-5

PREPARATION AND SUBMISSION OF A BID

a) Preparation/Submission.

1) The Bid Forms shall be used when submitting a Bid. Use of any other forms may result in the Bid being deemed "Non-Responsive."

2) The Bid shall either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and all corrections made by the Bidder shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Scope of Work.

3) Telegraphic or facsimile Bids shall not be considered.

4) The Bidder shall incorporate in its Bid price all costs related to this Solicitation

5) The apparent silence of the Scope of Work, and any amendment regarding any details, or the omission from the Scope of Work of a detailed description concerning any Goods or Services requested, shall be regarded and interpreted as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation.

b) Vendor Registration is **not** required.

The City utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid. The City does **not** require the Bidder to complete a registration application with DemandStar to be recommended for the award of any Contract. Registration with DemandStar is optional, at the sole discretion of the Bidder. Bidders may register on-line at www.demandstar.com or by requesting a faxed registration form by calling (800) 711-

1712. **Note: If you are already registered with DemandStar for Broward County, you do NOT need to register again.**

c) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "[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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, 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 bids, 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."

All Bidders shall submit a signed and notarized statement with their Bid on the form entitled "**PUBLIC ENTITY CRIMES.**"

e) Preference for CBE or SBE Firms and Local Bidders.

- 1) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.
- 2) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.
- 3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

f) Application Of Preferences.

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the bidder/proposer allowed the preference. Preferences shall be additive and computed as a whole on the bid or Proposal.

g) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City "Preference to Businesses with Drug-free Workplace Programs" as set forth in Section 2-460 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two (2) or more proposals are equal with respect to price, quality, and Services. The drug-free workplace vendor has the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state law. All Proposers shall submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

h) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized form entitled "**ANTI-KICKBACK AFFIDAVIT**".

i) Non-Collusion Declaration.

All Bidders shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such Work; or have in any manner, directly or indirectly, sought by any person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed form entitled "**NON-COLLUSION DECLARATION**".

j) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT**".

k) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

l) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide a completed and signed W-9 form the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

m) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade which illegally increases or fixes prices.

n) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time of the Bid, or at the time of occurrence of a conflict of interest thereafter.

o) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

1-6

MODIFICATION OR WITHDRAWAL OF A BID

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Solicitation Opening Date & Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Opening Date & Time.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by written communication delivered to the Office of the City

Clerk prior to the Solicitation Opening Date & Time. A Bid may also be withdrawn after 180 calendar days after the Solicitation Opening Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

1-7

LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Bids received after the Solicitation Opening Date & Time shall be deemed non-responsive, and shall not be opened or considered. Modifications of Bids received after the Solicitation Opening Date & Time shall also not be considered. Withdrawals of Bids received after the Solicitation Opening Date & Time or prior to the expiration of 180 calendar days after the Solicitation Opening Date & Time shall not be considered.

1-8

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, in its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Bids received as a result of this Solicitation.

1-9

COSTS OF BIDS

All expenses involved with the preparation and submission of Bids to the City, or any Work performed in connection therewith, shall be borne by the Bidder(s). No payment shall be made for any responses received, nor for any other effort required of or made by the Bidder(s) prior to commencement of work as defined by a contract duly approved by the Commissioners of the City.

1-10

EXCEPTIONS TO THE SOLICITATION

Bidders may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception, and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid non-responsive. **BIDDERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions, or accept any Bid with an exception. Bidders are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

1-11

PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are notified that all information submitted as part of, or in support of Bids, will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". Any person wishing to view the Bids must make an appointment by calling the Procurement Department of the City, at (954) 602-3053.

All Bids submitted in response to this solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

1-12

EVALUATION OF BIDS

a) Rejection of Bid.

1) The City may reject any Bidder's Bid and award to the next lowest, responsive, responsible Bidder;

or

The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole discretion of what is in its "best interest."

2) The City may reject any Bid if prices are not fair and reasonable, as determined by the City, and/or exceed the City's estimated budget for this Solicitation;

or

If the Bidder does not accept, or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the goods and/or services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources, equipment and organization to ensure that they can satisfactorily provide the goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder possesses the requirement(s) as outlined in the above paragraph, and is capable of performing the requirement of this Solicitation. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of the Bidder, including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

e) Copy of Bid Tabulation.

A copy of the Bid Tabulation Sheet will be made available through the City's electronic bidding platform (DemandStar). Bidders who desire to receive a copy may submit a written request via email to the Procurement Department representative identified in this Solicitation. Bid results will not be provided by telephone or facsimile.

1-13

METHOD OF AWARD; CONTRACT

a) The award of any Contract resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meet the minimum qualifications and whose Bid will be most advantageous to the City.

b) The City reserves the right to award the Contract by individual site, by groups of sites, by project component, or in its entirety, as deemed in the best interest of the City. The City further reserves the right to omit one or more sites, equipment categories, or portions of the Work from the award if funding constraints, operational considerations, or other factors require such adjustment.

c) Independent Contractor.

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractors of the Successful Bidder shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder under its sole discretion and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Bidder enjoy any privity of contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and contractors. The City may require the Successful Bidder to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City.

1-14 RIGHT OF APPEAL

a) After a notice of intent to award a bid is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the bid or any element of the process leading to the award of the bid may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the Chief Procurement Officer.

b) A nonrefundable filing fee from protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule set forth below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

1-15 BIDDER AND RESULTING CONTRACTOR OBLIGATIONS

a) Rules, Regulations, Licensing, and Other Requirements

The Bidder shall comply with all laws and regulations applicable to the goods and/or services contained in this Solicitation. The Bidder is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the goods and/or services offered.

- b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-16

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All bids related to purchase of supplies, materials or services, including professional services which involve the expenditure of \$25,000 or more, shall require that the Bidder submit with its Bid a listing of all first-tier subcontractors or subconsultants who will perform any part of the Contract work and all suppliers who will supply materials for the Contract work direct to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute subcontractors, subconsultants, or suppliers from those listed in the Bid except upon written approval of the City.

All Bidders shall submit the completed Bid form entitled “**BIDDER’S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**” with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

1-17 VENDOR REGISTRATION

Vendors who are interested in registering their business with the City of Miramar may do so by visiting the following link: <https://www.miramarfl.gov/Departments/Procurement/Vendor-Registration>

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: REMOVAL AND INSTALLATION OF MERAKI WI-FI ACCESS POINTS

The City of Miramar is soliciting sealed bids from qualified contractors to furnish all labor, materials, equipment, and incidentals necessary to complete the Meraki Wi-Fi Access Point Replacement Project as described in Section 3 of this Solicitation.

2-2

TIME FOR COMPLETION

The Contractor shall commence the Work upon issuance of a Notice to Proceed by the City. Full Completion of all Work, including installation and configuration of all indoor and outdoor access points, final testing and acceptance, and legacy equipment removal, shall be achieved within ninety (90) calendar days from the date of issuance of the Notice to Proceed. Final closeout documentation shall be submitted within thirty (30) calendar days following Full Completion.

Installation of all indoor and outdoor access points shall be completed no later than July 21, 2026. Work shall be performed during the City of Miramar IT Department's standard business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday; however, work on Fridays may be permitted at certain sites as approved by the City. Delays beyond the required completion date shall be subject to the liquidated damages provisions set forth in the Agreement. Time is of the essence in the performance of this Contract.

2-3

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of the Contract shall be as follows:

<u>Milestone</u>	<u>Timeframe</u>
IFB Advertised.....	March 5, 2026
Deadline for Written Questions.....	March 11, 2026
Bids Due to City.....	March 19, 2026 by 2:00 PM EST
Date & Time of Opening of Bids via Webex	March 19, 2026 at 2:30 PM EST

Project Questions:

All questions must be submitted in writing to the City's Procurement Department, 2200 Civic Center Place, Miramar, Florida 33025, by email to: ajbrown@miramarfl.gov, no later than **March 11, 2026**. **Please note that questions submitted after the question submittal deadline of March 11, 2026 may not be answered.**

Webex Opening of Bids Received:

Bids will be opened and read via Webex call at **2:30 P.M. on March 19, 2026.** Webex instructions are as follows:

Meeting Information:

Meeting link:

<https://miramarfl.webex.com/miramarfl/j.php?MTID=medb7d1533932cfa545865794780fc3f5>

Meeting number: 2312 448 9925

Password: 6WgapsGMw77

Join by video system: Dial 23124489925@miramarfl.webex.com

You can also dial: 173.243.2.68 and enter your meeting number

Join by phone: +1-415-655-0001 US Toll

2-4

ACCEPTANCE OF WORK BY THE CITY

The Work shall be performed in a professional and workmanlike manner and shall be completed in accordance with the specifications and requirements set forth in this Solicitation.

An authorized representative of the City will inspect the completed Work to determine acceptance, compliance with the Contract Documents, and appropriate invoicing.

If the City determines that any portion of the Work does not meet the specifications or requirements of this Solicitation, the Contractor shall promptly correct such deficiencies at no additional cost to the City.

Final acceptance of the Work shall occur only after all required inspections have been completed, the wireless network system is fully operational, and all debris and materials have been properly removed from the site.

2-5

WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM

a) The Bidder shall supply a copy of the manufacturer's written standard warranty certificates for each item with its Bid. The warranty supplied by the manufacturer shall begin on the date of acceptance of the goods or services by the City and shall remain in full force for the full period identified by the manufacturer, regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the Bidder does not constitute a waiver of these warranty provisions.

b) The Bidder shall be responsible for ensuring that the manufacturer promptly corrects any deficiency, at no cost to the City, within fifteen (15) calendar days after the City notifies the Bidder of such deficiencies in writing. If the Bidder fails to honor the manufacturer's warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Bidder in writing, that the Bidder may be debarred as a City Bidder and/or subject to

contractual remedies if the corrections or replacements are not completed to the satisfaction of the City with five (5) calendar days of receipt of notice. If the Bidder fails to satisfy the manufacturer's warranty within the period specified in the notice, the City may—

- 1) Place the Bidder in default of its contract; and/or
- 2) Procure the goods or services from another vendor and charge the Bidder for any re-procurement costs that are incurred by the City for the new goods, either through an offset from any unpaid invoices, or through invoices.

2-6
INSURANCE

The Successful Bidder agrees that he or she will, in the delivery of goods and services under this bid, comply with all Federal, State and Local laws and regulations now in effect or hereinafter enacted that are applicable to the Successful Bidder, its employees, agents or subcontractor, sub-consultants, if any, respect to the bid described herein.

The Successful Bidder shall obtain, at Successful Bidder's expense, all necessary insurance in such form and amount as required by the City's Risk Manager before delivering the goods and services under the bid including, but not limited to, Workers' Compensation Insurance, Unemployment Insurance, and all other insurance required by law. The Successful Bidder shall maintain such Insurance in full force and effect for one year after delivery of the goods and services. The Successful Bidder shall provide to the City's Risk Manager Certificates of all insurances required under this section prior to delivery of any goods and services related to this bid.

The Successful Bidder shall maintain in full force and effect for delivery and for one year from delivery of the goods and services Workers' Compensation insurance covering all employees in performance of work under the bid and Contract. The Successful Proposer shall make this same requirement of any of its Subcontractors and Subconsultants.

The Successful Bidder shall indemnify and save the City harmless from any damage resulting for failure of either the Successful Bidder or any of its Subcontractors and/or Subconsultant to take out or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Successful Bidder agrees to maintain during delivery and for one year from the delivery of the goods and services.

GENERAL LIABILITY	PER OCCURRENCE	AGGREGATE
Comprehensive	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		

Explosion and Collapse
Underground Hazard
Products/Completed Operations
Broad Form Property Damage
Independent Contractors
Cross Liability and Severability of Interest Clause

AUTOMOBILE LIABILITY	PER PERSON	PER OCCURRENCE
Comprehensive	\$500,000	\$1,000,000
Owned		
Hired		
Non-Owned		

WORKERS' COMPENSATION

Statutory Amount

Neither the Successful Bidder nor any of its Subcontractors and/or Subconsultants shall commence delivery of goods and services under the bid or Contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

The City of Miramar shall approve such certificates.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide; be licensed to do business in Florida.

All policies shall be Occurrence not Claims Made forms (except for professional liability).

The Successful Bidder's liability insurance policies shall be endorsed to add the City of Miramar as an Additional Insured (except for professional liability). The Successful Bidder's liability insurance shall be primary to any liability insurance policies carried by the City. The Successful Bidder shall be responsible for all deductibles and self-insured retention's on Successful Bidder's liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

2-7

ORDERS SHALL BE PLACED THROUGH A PURCHASE ORDER

The Successful Bidder shall not ship any goods until a Purchase Order has been received from the City's Procurement Department, provided however, that such notification shall be superseded by any emergency deliveries that may be specified herein. Any order resulting from this Solicitation will be subject to the standard terms and conditions on the reverse side of the Purchase Order (see Section 5, Sample Purchase Order Terms and Conditions, pages 45-46).

2-8**SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)**

All Bidders shall quote prices based on F. O. B. destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized City representative.

2-9**TOXIC AND NONTOXIC SUBSTANCES**

a) The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Rescue Department
Attn: Fire Prevention
14801 SW 27th Street
Miramar, FL 33027

b) All Bidders must submit with their Bid a list of all chemical products that may be included with their shipments. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed non-responsive.

c) Hazardous Materials are those materials, chemicals or substances which are flammable, or which may self-react or react with other materials to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. Hazardous materials shall include such materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and unstable materials, highly toxic, poisonous and radioactive materials as classified in Section 5240, Division whether the materials are in usable or waste condition.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32301-5014

2-10**PROCUREMENT POINT OF CONTACT**

For any additional information regarding the specifications and requirements of this Solicitation, contact Adriel Brown at 954-602-3249 or ajbrown@miramarfl.gov

2-11**TAXPAYER IDENTIFICATION NUMBER**

The Successful Bidder shall provide the City with its Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

2-12**PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

In accordance with F.S. 287.05701, the City of Miramar does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City of Miramar does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

2-13**BID SECURITY**

When applicable, each Bid shall be accompanied by a certified or cashier's check, or approved Bid Bond, in the amount stated in this Solicitation. The check or Bond shall be made payable to the City and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into a Contract with the City, and will furnish the necessary insurance certificates and Bonds described in the General Requirements. In case of refusal or failure to enter into the Contract, the check or Bid Bond, as the case may be, shall be forfeited to the City. If the Bidder elects to furnish a Bid Bond as its Bid security, the Bidder shall use the Bid Bond form in this Solicitation. Within 30 Days after execution of the Contract, the City will return the Bid securities accompanying the Bids that are not awarded the Contract.

SECTION 3 SPECIFICATIONS

3-1 MERAKI WI-FI ACCESS POINT REPLACEMENTS

The City of Miramar is undertaking a comprehensive modernization of its wireless infrastructure by replacing existing Cisco Meraki MR52 and MR74 access points across thirty-four (34) municipal sites with newer-generation Cisco Meraki access points.

As part of this Invitation for Bids, the City is seeking bids for the purchase and installation of all required Cisco Meraki hardware, together with the provision of professional services for removal, installation, configuration, integration, testing, and documentation, as more fully described in Section 3, Scope of Work.

The City will not purchase equipment directly from manufacturers or distributors. The Successful Bidder shall be responsible for supplying all Cisco Meraki hardware, mounting hardware, accessories, and installation materials necessary to fulfill the requirements of this Solicitation.

Only qualified Cisco Preferred Partners with validated Networking and Security expertise may submit bids. Bids utilizing non-Meraki equipment may be deemed non-responsive.

The City currently maintains active co-terminated Cisco Meraki Enterprise licenses that remain valid through 2028. New licensing is not required under this Solicitation. The Successful Bidder shall coordinate with the City to transfer and apply existing licenses to the newly installed devices during the installation phase of the project.

To ensure a level competitive field, bidders may coordinate pricing and available programs directly with Cisco Meraki representatives. The City's assigned Cisco Meraki representatives are:

Chelsea Smith-Nejad

Phone: 954-299-5817

Email: chelsmit@cisco.com

Steve Kiss

Phone: 860-508-0309

Email: stkiss@cisco.com

The City is not seeking alternative or comparable wireless solutions. Bidders are required to propose Cisco Meraki equipment only. Failure to bid Cisco Meraki equipment may deem a Bid non-responsive.

Work performed at secure City facilities, including Police Department locations, will require Level One background checks for all vendor personnel entering such facilities. All costs associated with background checks shall be the responsibility of the Successful Bidder.

3-2 EQUIPMENT

The Successful Bidder shall furnish and install the following new equipment:

Item	Description	Quantity
MR76-HW	Outdoor AP's	74
MR36-HW	Standard Density Indoor Access Points	141
MR46-HW	High Density Indoor Access Points	109

All equipment shall be new, unused, factory-sealed, and sourced through authorized Cisco distribution channels.

All mounting hardware, brackets, cabling adjustments, and accessories required for a complete and proper installation shall be included.

Existing mounting hardware and external antennas may be reused where compatible and appropriate.

Equivalent products will not be accepted unless approved in writing by the City through a formal addendum issued prior to the Bid due date.

3-3 SCOPE OF WORK

A. Installation and Configuration:

The Successful Bidder shall:

1. Remove existing Cisco Meraki MR52 and MR74 access points and install new Cisco Meraki access points at all designated City facilities.
2. Provide all labor, tools, materials, lifts, mounting hardware, cabling adjustments, and equipment necessary to complete installation.
3. Configure and provision all access points within the City's Meraki dashboard environment.
4. Coordinate and work directly with the City's IT Network Team to verify proper VLAN configuration, network integration, and Meraki cloud communication.
5. Configure SSIDs, radio settings, security policies, and access point profiles in accordance with City standards.

6. Integrate wireless authentication services with the City's Cisco Identity Services Engine (ISE), including 802.1X and RADIUS services for internal City traffic.
7. Keep the work area clean and safe; remove and properly dispose of all debris and materials upon completion.
8. All personnel requiring access to secure facilities (e.g., Police Stations) must successfully complete and meet the City's Level 1 background screening requirements prior to entry.

B. Outdoor Mesh Deployment

The Successful Bidder shall:

1. Install and configure a minimum of ten (10) outdoor access points in a mesh configuration at designated City sites.
2. Contractor must provide a minimum thirty (30) foot lift and all necessary safety equipment for elevated outdoor installations at four (4) designated City sites.
3. Coordinate and work directly with the City's IT Network Team to optimize mesh links for performance, redundancy, and signal quality.

C. Legacy Equipment Removal

The Successful Bidder shall:

1. Remove all replaced MR52 and MR74 access points.
2. Provide an accurate inventory list of removed equipment.
3. Return removed equipment to the City at a designated collection point during the project.
4. Wrap, box, and remove all related legacy equipment and installation debris at project completion.

D. Project Deliverables

The Successful Bidder shall provide the following deliverables upon completion of the Work:

1. Final system testing and acceptance results.
2. As-built network diagrams reflecting final device placement and configuration.
3. Wireless heat maps and RF optimization results.
4. Updated access point inventory and placement maps.

5. Configuration documentation, including SSID, VLAN, and security settings.
6. Confirmation of successful transfer and activation of existing Meraki licenses.
7. Written certification of project completion.

3-4 MINIMUM QUALIFICATIONS/REQUIREMENTS

In order to be deemed responsive, the Bidder must meet the following minimum qualifications/requirements:

1. The Bidder must possess a valid State of Florida Certified or Registered Electrical Contractor license in good standing at the time of Bid submission and throughout the duration of the Contract.
2. The Bidder must have been operating as the same legal business entity for a minimum of three (3) years and be authorized to do business in the State of Florida.

The Successful Bidder shall have successfully completed at least three (3) projects comparable in size and scope involving the installation and configuration of enterprise wireless network infrastructure, including indoor and outdoor access point deployments, within the past five (5) years that demonstrate, to the satisfaction of the City, that the Bidder is capable of performing the Work being bid on, including references' current mailing addresses, telephone numbers, and email addresses.

For each project, the Bidder shall submit a Reference Questionnaire Form (Page 55 of the IFB) completed by the client or project owner for whom the work was performed. Failure to provide three (3) verifiable references using the Reference Questionnaire Form provided within the Solicitation may deem the Bid "Non-Responsive".

3-5 SILENCE OF SCOPE OF WORK

The apparent silence of the Specifications or Scope of Services, and any amendment regarding any details, or the omission from the Specifications or Scope of Services of a detailed description concerning any materials or Services requested, shall be regarded and interpreted as meaning that the appropriate professional standard of care shall apply, that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Scope of Services or Specifications shall be made upon the basis of this statement.

*****End Of Scope*****

SECTION 4 SAMPLE AGREEMENT

(The City reserves the right, in its sole discretion, to amend the terms and conditions set forth herein)



AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND

FOR MERAKEI WI-FI ACCESS POINT REPLACEMENTS IN MIRAMAR, FLORIDA

THIS AGREEMENT (the "Agreement") is made effective on the last date of execution herein, by and between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and _____ (the "Contractor"), a Florida corporation whose address is _____.

WITNESSETH:

WHEREAS, on _____, by Resolution No. _____, the City Commission approved the award of Invitation to Bids No. 26-022 (the "IFB"), entitled: "Meraki Wi-Fi Access Point Replacements" (the "Work" or "Services"), to Contractor as the lowest, responsible, responsive Bidder whose bid is in the best interest of the City; and

WHEREAS, the City intends to contract for the Services related to the Work and desires to engage the services of Contractor for this purpose; and

WHEREAS, the Contractor desires to contract with the City to provide the Services as set forth in the IFB the terms of which are incorporated and made a part hereof, including all definitions set forth therein.

NOW THEREFORE, the City and Contractor, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which is acknowledged, agree as follows:

ARTICLE 1 **DEFINITIONS**

Except as provided herein, terms used in this Agreement are defined in the IFB, which is deemed fully incorporated herein for all purposes, and have the meanings indicated in the IFB or in the General Terms and Conditions incorporated herein by reference. In the event of conflict, the definitions and all other terms and conditions contained in the IFB shall govern.

ARTICLE 2

WORK

The work shall include all labor, materials, and equipment necessary for the proper execution and completion of the work detailed in the IFB, along with all additional Work included in the Contract Documents and the Contractor's bid, attached hereto as **Exhibit "1"**.

ARTICLE 3

CONTRACT TIME

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established by the issuance of a Notice to Proceed by the City, and the Contractor shall commence the Work within ten (10) calendar days of such issuance. Full Completion of all Work, including installation and configuration of all indoor and outdoor access points, testing and acceptance, and legacy equipment removal, shall be achieved within ninety (90) calendar days from the date of issuance of the Notice to Proceed. Final Completion for full acceptance by the City, including submission of all required closeout documentation, shall be achieved within one hundred twenty (120) calendar days from the date of issuance of the Notice to Proceed.

ARTICLE 4

CONTRACTOR AND CITY'S RELATIONSHIP

4.1 The Contractor accepts the relationship of trust and confidence established between it and the City by this Agreement. The Contractor represents that it will furnish its best skill and judgment in performing the Contractor's Services and the Work and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary industry practices.

4.2 By signing this Agreement, the Contractor accepts a fiduciary duty with the city and warrants and represents to the city that the Contractor:

- A. Has all licenses and certifications required by applicable law to perform the Contractor's Services and the Work
- B. Is experienced in all aspects of the Work required for projects like the Project
- C. Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and
- D. That no employee or affiliate of the Contractor, including all Subconsultants, Subcontractors and Suppliers, at any tier, has been convicted of a public entity crime pursuant to Section 287.133, Florida Statutes, within the preceding 36 months from the date of execution of this Agreement.

4.3 The Contractor acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE 5 **TERM**

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect until acceptance of the Goods and/or Services by the City, unless terminated earlier as provided herein.

ARTICLE 6 **LIQUIDATED DAMAGES**

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the time specified herein. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the City \$750 for each Day that expires after the time specified herein for Substantial Completion until Substantial Completion is achieved, and \$500 for each calendar Day that expires after the time herein for Final Completion and full acceptance is achieved. Liquidated damages are cumulative.

ARTICLE 7 **CONTRACT PRICE**

City shall pay Contractor _____\$(_____) for completion of the Work in accordance with the amount set forth in the Contractor's Bid and in the Contract Documents. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages, for all costs incurred by the City's designated representative administering the construction of the Project beyond the Final Completion date specified above or beyond an approved extension of time granted to the Contractor, whichever is later. Such costs shall be deducted from the monies due the Contractor for performance of Work under this Agreement by means of unilateral Change Orders (if any) issued periodically by the City as costs are incurred by the City's designated representative and agreed to by the City.

ARTICLE 8 **PAYMENT PROCEDURES**

Compensation shall be invoiced by the Contractor and paid by the City as follows: The Contractor shall submit invoices to the City's Accounts Payable Department, referencing the applicable Purchase Order number and identifying the project location(s) for which payment is requested, at the address or electronic submission method designated by the City. Each invoice shall include sufficient detail to allow verification of the Work performed and the amount due. Payment for Services rendered shall be due and payable within thirty (30) days after receipt and approval of a proper invoice, in accordance with Chapter 218, Florida Statutes, Part VIII (Florida Prompt Payment Act), unless another mutually agreed payment period is established in

writing. All invoices are subject to the City's review and approval prior to payment.

ARTICLE 9

INDEMNIFICATION

9.1 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, defend, and hold harmless the City, its officers, directors, agents, and employees, against and from liabilities damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Consultant shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or agents in the performance of the Work, or in guarding or maintaining the same, or from any improper Materials, implements, or appliances used in the Work, or by or on account of any act or omission of the Contractor, its employees, or agents.
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractor's or Subcontractor's own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Engineer.
- C. Liability or claims arising directly or indirectly from or based on the violation of any Law, ordinance, Regulation, order, or decree, whether by the Contractor, its employees, or agents.
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its employees, or agents in the performance of this Agreement, of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement.
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor, its employees, or agents.
- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or agents; and
- G. Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

9.2 The Contractor shall reimburse the City and the Engineer for all costs and expenses (including but not limited to fees and charges of Engineers, architects,

attorneys, and other professionals and court costs) incurred by the City and the Engineer in enforcing the provisions of this indemnification.

9.3 This indemnification obligation shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts, or insurance coverage.

9.4 The Contractor acknowledges receipt and the adequacy of the specific consideration in the amount of \$100.00, which sum was included in the total Bid Price and is included in the Contract Price to be paid by City to the Contractor as consideration for the indemnification given by the Contractor to the City.

9.5 Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled to by law, including but not limited to the City's sovereign immunity set forth in Section 768.28, Florida Statutes.

ARTICLE 10 **TERMINATION**

10.1 TERMINATION OF AGREEMENT BY CITY (CONTRACTOR DEFAULT):

In the event of default by the Contractor, the City shall provide Contractor with 10 Days written notice of City's intent to terminate this Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be a default by the Contractor whenever Contractor shall:

- A.** Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B.** Fail to provide Materials or workmanship meeting the requirements of the Contract Documents.
- C.** Disregard or violate provisions of the Contract Documents or Engineer's or City's instructions.
- D.** Fail to execute the Work or provide Services on a timely basis or according to the Contract Documents.
- E.** Fail to provide a qualified superintendent, competent workmen, or Materials or equipment meeting the requirements of the Contract Documents; or
- F.** Fail in any other material way to comply with the requirements of the Contract Documents.

10.1.1 If the Contractor fails to remedy the conditions constituting default within 10 Days from the date of the City's written notice of its intent to terminate this

Agreement, the City may then issue a Notice of Termination and terminate this Agreement.

10.1.2 In the event the Agreement is terminated for Contractor's default, the City may take possession of the Work and may complete the Work by whatever method or means the City may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds the balance which would have been due, the Contractor shall promptly pay the excess amount to the City. If such cost is less than the balance which would have been due, the Contractor shall have no claim to the difference and waives any such balance by virtue of the default. In the event it is adjudicated that Contractor was not in default, the Contract shall be deemed to have been terminated for convenience as described below.

10.2 TERMINATION OF AGREEMENT BY CITY (FOR CONVENIENCE):

The City may terminate this Agreement at any time if it is in the City's interest to do so. The City shall provide 10 days' notice if it exercises this provision. In such a case, the Contractor shall have no claims against the City except: (1) for the value of Work performed up to the date the Agreement is terminated; and (2) for the cost of Materials and equipment on hand, in transit, or on definite commitment, as of the date this Agreement is terminated and that would be needed in the Work and that meets the requirements of the Contract Documents.

ARTICLE 11 DEFAULT

11.1 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. Contractor has not performed Services on a timely basis as set forth in the Project Schedule attached as, Exhibit "B".
- b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel.
- c. Contractor has failed to make prompt payment to Subconsultants or Suppliers (if any) for any Services.
- d. Contractor has become insolvent or has assigned the proceeds received for the benefit of Contractor's creditors, or Contractor has taken advantage of any insolvency statute or debtor/creditor law or, if Contractor's affairs have been put in the hands of a receiver.
- e. Contractor has failed to obtain the approval of City where required by this Agreement.

- f. Contractor has failed in the honoring of any warranties; or
- g. Contractor has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

11.2 In the event Contractor fails to comply with the provisions of this Agreement, City may declare Contractor in default, notify Contractor in writing, and give Contractor 15 calendar Days to cure the default. If Contractor fails to cure the default, compensation will only be due for any completed professional Services, minus any damages pursuant to Article 10.2. In the event payment has been made for such professional Services not completed, Contractor shall return these sums to City within ten (10) days after notice that these sums are due. Nothing in this Section shall limit City's right to terminate, at any time, pursuant to Article 10 above, and its right for damages under Article 11.2.

11.3 In the event of Default, Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a. Lost funding, and
- b. The difference between the cost associated with procuring services and the amount expended by City, including procurement and administrative costs.

11.4 City may take advantage of each remedy specifically existing at law or in equity. Each remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to City at Law or in equity.

ARTICLE 12

DELIVERY OF MATERIALS

12.1 Upon receipt of notice of termination under Articles 10 or 11 above, Contractor shall immediately deliver to City all Materials held or used by Contractor in connection with the Services except those Materials, if any, owned by Contractor or supplied by Contractor at Contractor's own cost. If, at the time of termination further sums are due Contractor, Contractor shall not be entitled to sums until all Materials required to be delivered to the City are delivered in electronic format, including any additional format of delivery of Materials requested by the City.

12.2 Upon receipt of notice of termination for any reason, Contractor shall promptly cease all Services, except for additional Services that the City may, in its

discretion, request Contractor to perform. Contractor shall perform additional Services with the standard of care as stated in Article 4 above.

ARTICLE 13

CONTRACT DOCUMENTS

13.1 The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement, including amendments hereto and the following:

- All Change Orders (if any) which may be delivered or issued after the Effective Date of this Agreement:
- All Addenda
- Contractor's Bid
- Solicitation, General Provisions
- General Conditions
- Technical Specifications
- Referenced Standard Specifications; and
- Drawings.

13.2 There are no Contract Documents other than those listed herein. The Contract Documents may only be amended by written Change Order (if any) as provided in the General Conditions. In the event of any conflict between this Agreement and any other of the Contract Documents, this Agreement and amendments shall govern first and then the other Contract Documents in the order listed above.

ARTICLE 14

ASSIGNMENT

No assignment by the Contractor of any rights or obligations hereunder or interests in the Contract Documents will be binding on the City without the written consent of the City, which may be withheld for any reason, in the City's sole discretion.

ARTICLE 15

APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS

Contractor shall always comply with all applicable Laws and Regulations. Precautions shall be always exercised for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county and City Regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor.

ARTICLE 16

AUDIT AND INSPECTION RIGHTS

16.1 The City may, at reasonable times and for a period of up to three years following the date of Final Completion, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

16.2 The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms hereof and/or the terms of this Agreement. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the City Code and the Code of Broward County, Florida, as same may be amended or supplemented from time to time.

16.3 The City may, as deemed necessary, require from the Contractor support and/or documentation for any submission. Upon execution of the Agreement, the Contractor agrees that the City shall have unrestricted access during normal working hours to all Contractor's records relating to this Project, including hard copy as well as electronic records, for a period of three years after Final Completion.

ARTICLE 17

NON-SOLICITATION

Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the Contract Price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 18

PUBLIC RECORDS

18.1 The Contractor shall comply with The Florida Public Records Act as follows:

18.1.1 Keep and maintain public records in the Contractor's possession or control in connection with the Contractor's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

- 18.1.2** Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 18.1.3** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.
- 18.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and/or all public records relating to this Agreement in the possession of the Contractor shall be delivered by the Contractor to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Contractor shall destroy all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
- 18.1.5** The Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.
- 18.1.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**
- 18.1.7** Ownership of Documents: Unless otherwise provided by law, all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Any compensation due to the Contractor shall be withheld until all documents are received as provided herein.

ARTICLE 19

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

19.1 Contractor understands that agreements between private entities and local governments are subject to certain Laws and Regulations, including, by example and not limited to, Laws pertaining to public records, conflict of interest, and record keeping. Contractor agrees to comply with and observe all applicable Laws, codes, and ordinance as they may be amended from time to time.

19.2 The Contractor agrees that it shall not make any statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the City and securing prior written consent, unless and except otherwise required by Law. The Contractor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the City.

19.3 The knowing employment by Contractor or its Subcontractors or Subconsultants of any alien not authorized to work by the immigration Laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement.

ARTICLE 20

CERTIFICATE OF COMPETENCY

Contractor shall, at the time of executing this Agreement, hold a valid certificate of competency or applicable license for providing the Services, if applicable, issued by the federal, state, or county examining board qualifying the Contractor to perform the Work. If a Subcontractor(s) or Subconsultant(s) is employed, an applicable certificate of competency or license issued to the Subcontractor(s) or Subconsultant(s) shall be submitted along with Contractor's certificate or license upon execution of this Agreement; provided, however, that the City may, at its sole option, upon written approval to Contractor, and in its best interest, allow Contractor to supply the certificate(s) to the City during the first week of Work or Services.

ARTICLE 21

INSURANCE

21.1 Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of the Agreement. The Contractor shall furnish the City's Risk Manager, at 2300 Civic Center Place, Miramar, Florida 33025, with certificates of insurance and all required endorsements indicating that insurance coverage has been obtained and meets the requirements below:

- a) Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence. The City **must** be shown as an additional insured and with waiver of subrogation in its favor on both endorsements.
- b) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work, in an amount not less than \$1,000,000 per occurrence. Coverage shall stipulate that it is primary over any insurance or self-insurance program available to the City, (if applicable).

c) Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statute Chapter 440, and Employer's Liability limits of not less than \$1,000,000 per accident.

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

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

i. The company must be rated no less than "A" as a management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Key Rating Guide.

21.2 This Agreement shall not be deemed approved until the Contractor has obtained all insurance requirements under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall be named as the certificate holder and an additional insured on all certificates. All liability insurance policies shall have endorsements adding the City of Miramar as an additional insured, a waiver of subrogation in favor of the City and a separate endorsement for automobile liability. Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.

21.3 Insurance shall be maintained continuously during the term of the Contract up to the date of Final Completion, but the Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required. All policies of insurance so required to be purchased and maintained shall contain a provision of endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

ARTICLE 22

INDEPENDENT CONTRACTOR

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the city. The Contractor will be responsible for planning all the work without the assistance of City staff. Accordingly, Contractor shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded, classified or unclassified, employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

ARTICLE 23

REAFFIRMATION OF REPRESENTATIONS

Contractor reaffirms all the representations contained in the Solicitation documents and previously made in all Contract Documents.

ARTICLE 24

NONDISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and shall not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis, or any other factor which cannot be lawfully used as a basis for Service delivery, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

ARTICLE 25

COSTS AND ATTORNEY FEES

If either City or Contractor is required to enforce the terms of this Agreement by court proceedings or otherwise, whether formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to court costs and reasonable attorney's fees.

ARTICLE 26

COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

ARTICLE 27

WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure. No waiver shall be effective unless made in writing.

ARTICLE 28
BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ARTICLE 29
NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO CONTRACTOR:

ATTN: _____

Telephone: _____
Fax: _____
Email: _____

TO CITY OF MIRAMAR:

ATTN: Dr. Roy L Virgin,
City Manager
CITY OF MIRAMAR
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3120
Fax: (954) 602-3672
Email: rvirgin@miramarfl.gov

WITH A COPY TO:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790
Email: miramarcityattorney@apnwplaw.com

ARTICLE 30

CITY'S OWN FORCES

30.1 The City reserves the right to perform operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the Contractor's responsibilities under this Agreement.

30.2 The City will have the right to inspect and conduct periodic inspections of the Work and/or Materials to determine compliance with the requirements of the Contract. Any Work and/or Materials rejected by the City for non-compliance shall be replaced and/or corrected at the Contractor's expense. Failure to reject Defective Work and/or Materials, whether from lack of discovery of such defect or for any other reason, will not relieve the Contractor from responsibility to complete the Work in full compliance with all Contract requirements and shall in no way prevent later rejection of such Defective Work when discovered.

ARTICLE 31

LIMITATION OF LIABILITY

31.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the fee paid to Contractor herein, less any sums paid by the City. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum fee paid to Contractor herein, less any sums paid by the City.

31.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of the fee paid to the Contractor herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

31.3 In no event shall either party be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of profits, revenue, or use incurred by either party or any third party, whether in an action in contract or tort, even if the other party or any other person has been advised of the possibility of such damages.

ARTICLE 32

THIRD PARTY BENEFICIARY

It is specifically agreed to between the City and Contractor executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to

authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 33

WARRANTY AND GUARANTEE

Contractor warrants and guarantees that at the conclusion of the Project, a written certificate to the City will be provided stating that all Work has been performed in accordance with the General Conditions. A written warranty will be given to the City against the occurrence of defective Materials and workmanship for a period of one year after acceptance of the Project by the City. At the expiration of the one-year warranty period, Contractor will formally assign to the City all extended and special warranties given by Subcontractor or Subconsultant, manufacturers or Suppliers for their Work or products on the Project and formally notify Subcontractor or Subconsultant and Suppliers of the assignments.

ARTICLE 34

HEADINGS AND INTERPRETATION

Title and paragraph headings are for convenient reference and are not a part of this Agreement. Contractor has been given an opportunity for counsel of its choice to review this Agreement. Accordingly, no party shall be deemed to have any benefit as the drafter of the document for interpretation purposes.

ARTICLE 35

SEVERABILITY

35.1 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under any applicable Law, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such Laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect for limitation of its use.

35.2 City and Contractor each bind itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement and in all the Contract Documents.

ARTICLE 36

SCRUTINIZED COMPANIES

36.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or

is engaged in the boycott of Israel during the term of the Agreement.

36.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

36.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

36.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

ARTICLE 37

CONFLICT-OF-INTEREST

37.1 To avoid any conflicts of interest, or any appearance thereof, Contractor, for the term of this Agreement, agrees that it will not represent any private sector entities (including but not limited to developers, corporations, real estate investors, etc.) in Miramar, Florida, without notifying the City of the services to be performed. If after such notification the City reasonably determines that a material conflict exists, Contractor will not perform such conflicting Work. The conditions and requirements of this paragraph will also apply to any Subconsultants utilized by Contractor in completion of the Work tasks under this Agreement.

37.2 Furthermore, Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, direct or indirect, with contractors or vendors providing professional services on projects assigned to Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Contractor or its employees must be disclosed in writing to the City.

ARTICLE 38

VENUE AND JURISDICTION

This Agreement shall be construed and enforced according to the Laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement. Venue for any action arising out of this Agreement shall be in Broward County, Florida.

ARTICLE 39

SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

ARTICLE 40

E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

ARTICLE 41

ENTIRE AGREEMENT

The Contract Documents constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth therein, are of no force or effect. No modification or amendment thereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

CITY OF MIRAMAR:

By: _____

City Manager
Dr. Roy L Virgin

This ____ day of _____, 2026.

CONTRACTOR:

By: _____

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Date

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

Date

SAMPLE PURCHASE ORDER TERMS AND CONDITIONS:

The following Terms and Conditions are applicable to this order entered into by and between City of Miramar (referred to as the "City") and Vendor (referred to as the "Seller")

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Chief Procurement Officer constitute the complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Chief Procurement Officer.

CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

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

DEFAULT

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

TERMINATION

City, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to City except for completed items delivered and accepted by the City. Seller will be liable for excess costs of re-procurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on the invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Miramar: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025-6577.

TAX

The City of Miramar is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Miramar order, issued by the Procurement Division.

ACCEPTANCE

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

REPRESENTATIVE

All parties to this order agree that the representatives named herein possess full and complete authority to bind the parties.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

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

QUANTITIES

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

SAMPLE PURCHASE ORDER TERMS AND CONDITIONS (CONTD)

PAYMENT CHANGES

Payments shall be made only to the company and address as set forth on the order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

LEGAL RESPONSIBILITY

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

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless City, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to City or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend City, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet. (M.S.D.S.)

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature, advertising, or for any other purpose.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Miramar Risk Manager.

COMPLIANCE WITH LAWS

Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this order or the performance of work hereunder.

CONSENT TO JURISDICTION

Venue of any action to enforce this order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

WARRANTY

Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within 15 calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

SECTION 6 (SUBMITTAL FORMS)

BID COVER SHEET
MERAKI WI-FI ACCESS POINT REPLACEMENTS- IFB 26-022

BIDDER'S NAME (Name of firm, entity, or organization): 	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 	
NAME AND TITLE OF BIDDER'S CONTACT PERSON: 	
Name: _____	Title: _____
MAILING ADDRESS: 	
Street Address: _____	
City, State, Zip: _____	
TELEPHONE: (_____) _____	FAX: (_____) _____
BIDDER'S ORGANIZATION STRUCTURE: _____ Corporation _____ Partnership _____ Proprietorship _____ Joint Venture _____ Other (explain): _____	
IF CORPORATION: Date Incorporated/Organized: _____ State of Incorporation/Organization: _____ States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: 	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: 	
BIDDER'S AUTHORIZED SIGNATURE: The undersigned hereby certifies that this Bid is submitted in response to this Solicitation. Signed by: _____ Date: _____ Print name: _____ Title: _____	

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BID SHEET

The undersigned Bidder agrees to furnish all labor, materials, equipment, and incidentals necessary to complete the Work in accordance with the requirements of this Solicitation for the following prices:

A. Hardware Total

(All access points, mounting hardware, brackets, accessories, and related materials)

\$ _____

B. Removal of Existing Equipment

(Removal, packaging, and return of replaced MR52 and MR74 access points)

\$ _____

C. Installation & Configuration Services

(Installation, mounting, configuration, Cisco ISE integration, VLAN configuration, mesh optimization, testing, RF optimization, documentation, and all associated professional services including all labor, supervision, tools, equipment, and incidentals)

\$ _____

TOTAL BID PRICE

(A + B + C)

\$ _____

Taxpayer Identification Number (TIN) _____

BIDDER: _____
(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

(Company Name)

(Signature)

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE

(Questionnaire Form Must be Completed by Client)

Reference for Contractor: _____

Agency Giving Reference: _____

Person Giving Reference: _____

Telephone: _____

E-Mail: _____

Name of Project Completed by Contractor: _____

What was the Dollar value of the Project: _____

What was the Completion Date of the Project: _____

Provide a reference for the above named firm by indicating below the level of satisfaction with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?					
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?					
How would you rate the quality and experience of the firm's project manager and on-site personnel?					
Was this awarded under a competitive process?					
How would you rate the contractor's project management, including management of sub contractors?					
Would you use the contractor again?	YES NO				
Overall, what would you rate their performance?					

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: _____ Title: _____

Sign Name: _____ Date: _____

Additional Comments: _____

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed as "Non-Responsive."

(1) How many years has your organization been in business under your present business name? _____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) occupational license type and number: _____

(4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF
MIRAMAR)

BIDDERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing these products and services for similar (government) organizations:

(6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary.) The City of Miramar strongly encourages the participation of Local (based in Miramar), Minority, Women-owned, and Small Disadvantaged businesses. Please specify the category for each Subcontractor, SubConsultant, or Supplier.

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS
(CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) SS:

_____ being first duly sworn, deposes and says that:

a) He/she is the _____,
(Owner, Partner, Officer, Representative or Agent) of
_____ the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

c) Such Bid is genuine and is not collusive or a sham Bid;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:

Witness

By:_____

Witness

(Printed Name)

(Title)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)

) ss.

County of _____)

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

WITNESS, my hand and official seal this _____ day of _____, 20____.

My Commission Expires:

Notary Public State of Florida at Large

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section §287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section §283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section §287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime;
or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting

a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION §287.017,

FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE
INFORMATION CONTAINED IN THIS FORM.

DATED: _____

BY: _____
(Signature)

NAME: _____
(Print)

TITLE: _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,
20__, by _____, who is personally known to me or has
produced _____ as identification.

Notary Public
State of Florida at Large

My commission expires:

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☐ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES ____ NO ____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ____ NO ____
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

This form must be completed and signed and returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ total employees (in the company's local workforce Broward and Miami-Dade Counties), of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

Sworn to (or affirmed) and subscribed before me

by means of ☐ **physical presence or** ☐ **online notarization,**

this ____ day of _____, __ (year), by _____.

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

**END OF
DOCUMENT**

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BID BOND

STATE OF _____)
) ss:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS that we,
_____, as principal, and
_____, as Surety, are held and firmly
bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida,
in the penal sum of _____ Dollars
(\$ _____), lawful money of the United States, for the payment of
which sum well and truly to be made for "MERAKI WI-FI ACCESS POINT
REPLACEMENTS" IFB-26-022, we bind ourselves, our heirs, executors, administrators
and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying Bid, dated _____, 20____.

For:

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this_____ day of_____, 20____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

Witness

(Individual or Partnership
Principal)

Witness

(Business Address)

(City, State, Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By:_____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

*Impress Corporate Seal

By:_____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City", in the amount of _____ Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid No. IFB- No. 26-022, awarded the _____ day of _____, 20____, with City for the "MERAKI WI-FI ACCESS POINT REPLACEMENTS," in accordance with Drawings (plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for construction of the _____ within _____ calendar Days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees and costs, including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City, corrects any and all defective or faulty Work or Materials which appear within one (1) year after final acceptance of the Work; and
4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Whenever the Contractor shall be and declared by City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive bidder, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged

under this paragraph) sufficient funds to pay the costs of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the performance of the Construction Contract, which is incorporated herein by reference.

No right of action shall accrue on this Bond to or for use of any person or corporation other than the City named herein and those persons or corporations provided for in Section §255.05, Florida Statutes, or their heirs, executors, administrators, assigns or successors.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitation provisions prescribed in Section 255.05(2), Florida Statutes.

[REMAINDER INTENTIONALLY LEFT BLANK]

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20__.

WITNESSES:

(Name of Corporation)

Secretary

By: _____
(Signature and Title)

(CORPORATE SEAL)

(Type Name and Title signed above)

IN THE PRESENCE OF:

INSURANCE COMPANY

By: Agent and Attorney-In-Fact

Address: _____
(Street)

(City/State/Zip Code)

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20__,
by _____, who is personally known to me ____ or has produced
_____ as identification.

Notary Public
State of Florida at Large

My commission expires: _____

**END OF
DOCUMENT**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Section 255.05, Florida Statutes, we, _____, as Principal, hereinafter called "Contractor", and _____, as Surety, are bound to the City of Miramar, Florida, as Obligee, hereinafter called "City," in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract regarding City IFB Bid No: 26-022, awarded the ____ day of _____, 20____, for the "MERAKI WI-FI ACCESS POINT REPLACEMENTS," in accordance with Drawings (Plans) and Specifications prepared by _____, which Contract is by reference made a part hereof and is hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that of the Contractor:

1. Indemnifies and pays the City all losses, damages (specifically including but not limited to damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees incurred in appellate proceedings, that the City sustains because of default by Contractor under the Contract; and

2. Promptly make payments to all claimants as defined by Section 255.05(1), Florida Statute, supplying Contractor with all labor, Materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then his obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

- A. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, Materials, or supplies shall, within 45 days after beginning to furnish labor, Materials, or supplies for the prosecution of his Work, furnish to the Contractor a notice that he intends to look to the Bond for protection.
- B. A claimant who is not in privity with the Contractor and who has not received payment for his labor, Materials or supplies shall, within 90 days after performance of the labor or after complete delivery of the Materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the non-payment.

Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(02), Florida Statutes.

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for all labor, materials, suppliers,

subcontractor and supplier payment obligations contained in the Construction Contract, which is incorporated herein by reference.

The sureties hereby waive notice of and agree that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or that the changes do not affect the Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20____.

WITNESS:

(Name of Corporation)

(CORPORATE SEAL)

Signature

WITNESSES:

By: _____
(Type Name and Title Signed Above)

Secretary

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____
(Agent and Attorney-In-Fact)

Address: _____ (Street)

(City/State/Zip Code)

Telephone No: (_____) _____

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____,
by _____, who is personally known to me ____ or has produced
_____ as identification.

Notary Public
State of Florida at Large

My commission expires: _____

END OF DOCUMENT

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐		
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	Social security number [][][] - [][] - [][][][][] or Employer identification number [][] - [][][][][][][]
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Date
Signature of U.S. person	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BID COVER SHEET **MERAKI WI-FI ACCESS POINT REPLACEMENTS- IFB 26-022**

BIDDER'S NAME (Name of firm, entity, or organization):	
R2 Unified Technologies, LLC	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	
26-4280637	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: David Bester	Title: SLED Account manager
MAILING ADDRESS:	
Street Address: 980 N Federal Hwy Suite 410	
City, State, Zip: Boca Raton, FL 33432	
TELEPHONE:	FAX:
(954) 551-4582	(561) 515-6911
BIDDER'S ORGANIZATION STRUCTURE:	
☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☒ Other (explain): Limited Liability Company	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
Professional Services for the configuration and implementation of enterprise IT equipment as well as managed services	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
AMT Communications, Inc.	
BIDDER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: 	Date: 3-16-2026
Print name: Jason Donerty	Title: VP of Sales

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BID SHEET

The undersigned Bidder agrees to furnish all labor, materials, equipment, and incidentals necessary to complete the Work in accordance with the requirements of this Solicitation for the following prices:

A. Hardware Total

(All access points, mounting hardware, brackets, accessories, and related materials)

\$ 197,815.68

B. Removal of Existing Equipment

(Removal, packaging, and return of replaced MR52 and MR74 access points)

\$ -

C. Installation & Configuration Services

(Installation, mounting, configuration, Cisco ISE integration, VLAN configuration, mesh optimization, testing, RF optimization, documentation, and all associated professional services including all labor, supervision, tools, equipment, and incidentals)

\$ 83,217.00

TOTAL BID PRICE

(A + B + C)

\$ 281,032.68

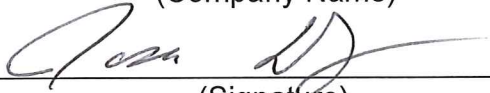
Taxpayer Identification Number (TIN)

26 - 4280637

BIDDER:

R2 Unified Technologies, LLC

(Company Name)



(Signature)

Jason Doherty VP of Sales

(Printed Name & Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

No. 1

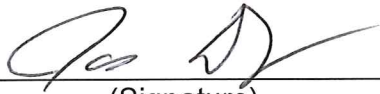
Date Received

3/12/2024

BIDDER:

RZ Unified Technologies, LLC

(Company Name)



(Signature)

Jason Donerty VP of Sales

(Printed Name & Title)

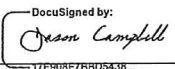
**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE**-Reference for Contractor: R2 Unified Technologies -**Agency Giving Reference: **City of Tamarac**Person Giving Reference: **Jason Campbell**Telephone: **954-597-3934**E-Mail: **jason.campbell@tamarac.gov**Name of Project Completed by Contractor: **Parks Wi-Fi Expansion (Phase 1).**What was the Dollar value of the Project: **\$167,132, plus a contingency of \$16,713.16, for a total of \$183,845.**What was the Completion Date of the Project: **May 14, 2025**

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	X				
Did the contractor submit excessive change orders? If yes, how many? <u>N/A</u>	YES NO X				
How would you rate the firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process? <u>No</u>					
How would you rate the contractor's project management, including management of sub contractors?		X			
Would you use the contractor again?	YES ✓ NO				
Overall, what would you rate their performance?	X				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Jason CampbellTitle: Deputy Chief Information Officer
 Sign Name: 
Date: February 03, 2026

Additional Comments: R2 did an outstanding job on our Parks Wi-Fi Expansion project. Their team was professional, efficient, and delivered excellent results. We would highly recommend R2.

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE

Reference for Contractor: R2 Unified Technologies
 Agency Giving Reference: Embraer
 Person Giving Reference: Frantz Chassagne
 Telephone: 954-918-5417
 E-Mail: fchassagne@embraer.com
 Name of Project Completed by Contractor: EETC wireless upgrade
 What was the Dollar value of the Project: \$138,156.96
 What was the Completion Date of the Project: 11/9/25
 Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	✓				
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?	✓				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	✓				
Was this awarded under a competitive process?					
How would you rate the contractor's project management, including management of sub contractors?	✓				
Would you use the contractor again?	YES NO				
Overall, what would you rate their performance?	✓				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Frantz Chassagne Title: Infrastructure Engineer III

Sign Name: *Frantz Chassagne* Date: 11/27/26

Additional Comments: _____

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
 WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE

Reference for Contractor: R2 Unified Technologies
 Agency Giving Reference: Spirit Airlines
 Person Giving Reference: Alex Lovinsky
 Telephone: (754) 812-8281
 E-Mail: Alexander.Lovinsky2@spirit.com
 Name of Project Completed by Contractor: HQ SDA and Wireless
 What was the Dollar value of the Project: \$6,957,719
 What was the Completion Date of the Project: 04/2023

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

Question	Rating				
	Excellent	Good	Fair	Poor	Unacceptable
Did the contractor complete the project on time, in accordance with specifications?	X				
Did the contractor submit excessive change orders? If yes, how many? _____	YES NO				
How would you rate the firm's responsiveness on administrative and service issues?	X				
How would you rate the quality and experience of the firm's project manager and on-site personnel?	X				
Was this awarded under a competitive process?	X				
How would you rate the contractor's project management, including management of sub contractors?	X				
Would you use the contractor again?	YES NO				
Overall, what would you rate their performance?	X				

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Print Name: Alex Lovinsky Title: Sr. Network Engineer

Sign Name: Alexander Lovinsky Date: 1/23/2026

Additional Comments: _____

**FAILURE TO RETURN THREE (3) VERIFIABLE REFERENCES FROM THREE (3) DIFFERENT SOURCES
WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

Meraki Wi-Fi Access Point Replacements
Invitation for Bids No. 26-022
Page **54** of **77**

BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed as "Non-Responsive."

(1) How many years has your organization been in business under your present business name? _____ 17 _____ years

(2) State of Florida occupational license type and number: _____

(3) County (state county) occupational license type and number: _____

(4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF
MIRAMAR)

BIDDERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

(5) Describe experience providing these products and services for similar (government) organizations:

R2 brings extensive experience designing, deploying, and supporting Cisco Meraki wireless solutions for municipal and large enterprise environments. R2 has delivered Meraki based wireless solutions for local government customers including the Cities of Tamarac and Weston, supporting a range of operational, administrative, and public facing use cases. These engagements demonstrate R2's depth of expertise in Cisco Meraki wireless architecture, configuration, and lifecycle support within municipal settings. The same Meraki technologies, design principles, and implementation methodologies proposed in this response have been successfully applied by R2 in comparable government environments, providing a proven framework and reducing overall project risk for the City of Miramar.

(6) Have you ever had a contract terminated (either as a prime contractor or sub-contractor,) for failure to comply, breach, or default?

_____ yes _____ X _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BIDDER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary.) The City of Miramar strongly encourages the participation of Local (based in Miramar), Minority, Women-owned, and Small Disadvantaged businesses. Please specify the category for each Subcontractor, SubConsultant, or Supplier.

Company Name: AMT Communications, Inc.

Address: 20778 Sonvisa Way

City, State, & Zip Code: Boca Raton, FL 33433

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS
(CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

African-American _____ Hispanic _____ Asian-Indian American _____

Asian-Pacific American _____ Native American _____

Any Woman not included among the aforementioned categories _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

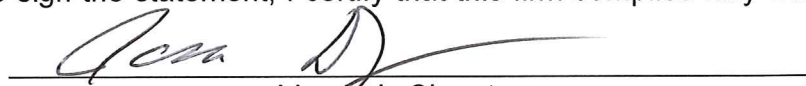
DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

Identical Tie Bids: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 1) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
 - 2) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 3) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Vendor's Signature

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF BROWARD } SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Miramar, its elected officials, and R2 Unified Technologies, LLC or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 
Title: VP of Sales

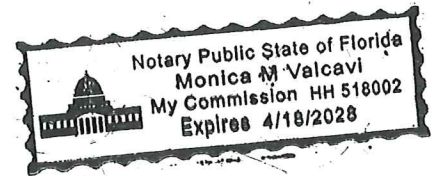
Sworn and subscribed before this

18th day of March, 2026


Notary Public, State of Florida

monica m. Valcavi
(Printed Name)

My commission expires: 4/18/2028



**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT

State of Florida)
County of Palm Beach) SS:

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

a) He/she is the owner,
(Owner, Partner, Officer, Representative or Agent) of
R2 Unified Technologies, LLC the Bidder that has submitted the attached Bid;

b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

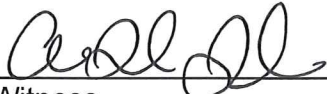
c) Such Bid is genuine and is not collusive or a sham Bid;

d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

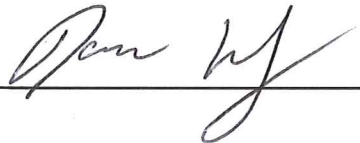
e) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

Signed, sealed and delivered
in the presence of:


Witness


Witness

By: 

Jason Donerty
(Printed Name)

VP of Sales
(Title)

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of Florida)

) ss.

County of Palm Beach)

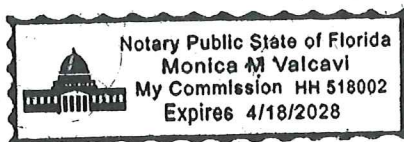
BEFORE ME, the undersigned authority, personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 18th day of March, 2026.

My Commission Expires:



Notary Public State of Florida at Large



NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: [Signature]
Title: VP of Sales

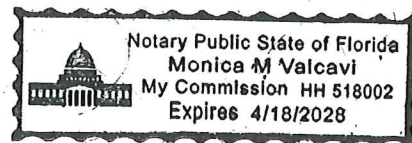
Sworn and subscribed before this

18th day of March, 2026

[Signature]
Notary Public, State of Florida

monica m. Valcavi
(Printed Name)

My commission expires: 4/18/2028



**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION §287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Miramar
by Jason Donerty
for R2 Unified Technologies, LLC
whose business address is 980 N Federal Hwy #410
Boca Raton, FL 33432
and (if applicable) its Federal Employer Identification Number (FEIN) is 26-4280637

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in Section §287.133(1)(g), Florida Statutes, means a violation of any state or federal Law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section §283.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section §287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting

a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION §287.017,

FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE
INFORMATION CONTAINED IN THIS FORM.

DATED: 3-16-2020

BY: [Signature]
(Signature)

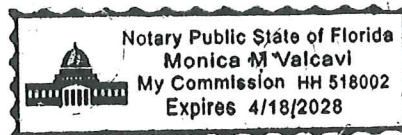
NAME: Jason Donerty
(Print)

TITLE: VP of Sales

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

SWORN TO AND SUBSCRIBED before me this 18th day of March,
2020, by Jason Donerty, who is personally known to me or has
produced personally known as identification.

[Signature]
Notary Public
State of Florida at Large



My commission expires: 4/18/2028

END OF DOCUMENT

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

BUSINESS/VENDOR PROFILE SURVEY

Name of Business: RZ Unified Technologies, LLC

Address: 980 N Federal Hwy #410, Boca Raton, FL 33432

Phone No.: 954 - 551-4582

Contact Person (Regarding This Form): David Bester

Type of Business (check the appropriate type):

- ☐ **CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ☐ **ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- ☒ **PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- ☐ **BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- ☐ **COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- ☐ A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference; YES ___ NO X

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ___ NO X
(Choose below as applicable)

- ☐ **Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.

Business Employing Miramar Residents Affidavit MUST be submitted with RFP Response.

- ☐ Business with a location within Miramar, is following all City licensing requirements and is current on all City taxes.

Attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

This form must be completed and signed and returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

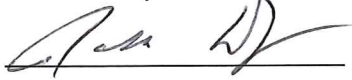
Vendor: R2 Unified Technologies, LLC

Address: 980 N Federal Hwy #410, Boca Raton, FL 33432

Telephone Number: 954-551-4582 E-Mail Address: david.bester@r2ut.com

Solicitation No. and Title: 26-022 Meraki Wi-Fi Access Point Replacements

By signing below, I hereby certify that Vendor has 21 total employees (in the company's local workforce Broward and Miami-Dade Counties), of which 0 are full time equivalent Miramar residents.



Signature

VP of Sales

Title

3-16-2020

Date

Sworn to (or affirmed) and subscribed before me

by means of ☒ physical presence or ☐ online notarization,
this 18th day of March, 20 (year), by Jason Doherty

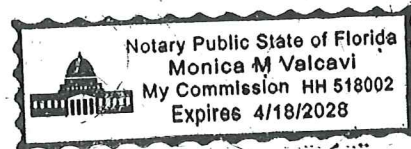
STATE OF Florida

COUNTY OF Palm Beach



Notary Public (Sign name of Notary Public)

My commission expires: 4/18/2028 (SEAL)



Personally Known ☒ or Produced Identification ☐
Type of Identification Produced _____

END OF
DOCUMENT

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE

BID BOND

STATE OF Florida)
) ss:
COUNTY OF Broward)

KNOW ALL MEN BY THESE PRESENTS that we,
R2 Unified Technologies, LLC, as principal, and
ACE American Insurance Company, as Surety, are held and firmly
bound unto the City of Miramar ("City"), a municipal corporation of the State of Florida,
in the penal sum of Thirty Thousand Dollars
(\$ 30,000), lawful money of the United States, for the payment of
which sum well and truly to be made for "MERAKI WI-FI ACCESS POINT
REPLACEMENTS" IFB-26-022, we bind ourselves, our heirs, executors, administrators
and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal
has submitted the accompanying Bid, dated March 19th,
2026.

For: Meraki Wi-Fi Access Point Replacements

IFB-26-022

NOW, THEREFORE,

- (a) if said Bid shall be rejected, or
- (b) if said Bid shall be accepted and the Principal shall properly execute and deliver to City the appropriate Contract Documents, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Bid, then this obligation shall be void. Otherwise, it shall remain in force and in effect, being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of said Surety and/or its Bond shall in no way be impaired or affected by any extension of time within which the City may accept such Bid, and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their respective seals this 18th day of MARCH, 2026, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

[Signature]
Witness
[Signature]
Witness

[Signature]
(Individual or Partnership Principal)

980 N Federal Hwy #410
(Business Address)

Boca Raton, FL 33432
(City, State, Zip)

561-515-6914
(Business Phone)

ATTEST:

N/A
Secretary

Jamie Doherty
(Corporate Principal)*
By: President and CTO

(Title)

ATTEST:

N/A
Secretary

ACE American Insurance Company
(Corporate Surety)*

*Impress Corporate Seal
By: Rebecca St. Pierre

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF DOCUMENT

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	R2 Unified Technologies, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 980 North Federal Highway, Suite 410	Requester's name and address (optional)	
6 City, state, and ZIP code Boca Raton, Florida 33432		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
2	6	-	4	2	8	0	6	3 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1-20-26
------------------	--	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Date of Issuance: March 12, 2026

City of Miramar
Procurement Department

ADDENDUM No. 1
For
IFB-26-022
Meraki Wi-Fi Access Point Replacements

Bidders are hereby notified that this **Addendum No. 1** shall be attached to and made part of the above named Invitation for Bid (the "IFB") issued on March 5, 2026.

This **Addendum No. 1** is issued to add to, delete from, modify, clarify and/or amend the IFB. The items contained in this **Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB. Bids to be submitted on or before the specified Bid date (see below) shall conform to the additions and revisions contained herein.

The Bidder shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Bid Form on 'ADDENDA ACKNOWLEDGEMENT FORM and include a completed/signed copy of this form in each Bid.

This addendum consists of (6) pages.

A. QUESTIONS AND ANSWERS

1. Question: Can the City provide the addresses of all project locations?

Answer:

The full list of 34 City sites will be provided to the awarded bidder.

2. Question: What are the addresses of the four (4) designated City sites requiring a lift?

Answer:

Miramar Regional Park Amphitheater 16801 Miramar Pkwy, Miramar, FL 33027

Ansin Sports Complex 10801 Miramar Blvd, Miramar, FL 33025

Miramar Youth Enrichment Center 7000 Miramar Pkwy, Miramar, FL 33025

Miramar PDHQ/Town Center Garage 11765 City Hall Promenade, Miramar, FL 33025

3. Question: Which four (4) sites require the use of a lift?

Answer:

Please see answer to question number 2.

4. Question: How many access points at each of the lift sites will require a lift for installation?

Answer:

Miramar Regional Park Amphitheater 4

Ansin Sports Complex 4

Miramar Youth Enrichment Center 1

Miramar PDHQ/Town Center Garage 3

5. Question: At which sites will the outdoor access points be installed, and how many outdoor APs will be installed at each site?

Answer:

The exact quantities and locations of outdoor access points are reflected in the equipment schedule provided in the IFB.

6. Question: What are the typical ceiling heights where indoor access points will be installed?

Answer:

15 ft

7. Question: Approximately how many access points will be mounted on drop ceilings?

Answer:

90% of the indoor APs are mounted to drop ceilings and the existing mounts and ethernet cable can be reused wherever possible.

8. Question: Approximately how many access points will be mounted to poles?

Answer:

90% of the outdoor APs will be remounted to existing pole mount locations.

9. Question: Are there any non-standard mounting conditions that vendors should be aware of?

Answer:

None other than the previously mentioned lift required accessible APs.

10. Question: What are the model numbers and quantities of the existing antennas currently in use?

Answer:

MA-ANT-20 & MA-ANT-27 primarily. The existing antennas will be re-used with the new APs.

11. Question: Will the vendor be responsible for configuring Cisco ISE settings, or will configuration be handled by the City's IT team?

Answer:

Miramar IT Network Team will be primarily responsible for any ISE configuration.

12. Question: Does the City require a pre-deployment wireless survey prior to installation?

Answer:

No. The project is primarily a rip-and-replace deployment utilizing existing mounting locations.

13. Question: Does the City require a post-deployment wireless survey after installation?

Answer:

No.

14. Question: Can vendors use on-site trash bins for disposal of packaging and installation debris, or must vendors provide their own dumpster?

Answer:

Vendors may utilize available on-site waste containers where permitted by the City. All replaced access points shall be delivered to the City's designated collection location at the Miramar Town Center.

15. Question: The previous addendum referenced the need for 25-foot ladders at some locations. Is this requirement still applicable?

Answer:

Yes. Ladders may be required at certain indoor locations with higher ceilings. Lift equipment is required only for the four (4) outdoor sites identified in Question 2.

16. Question: If the City issues an addendum with responses to vendor questions, will the bid due date be extended?

Answer:

No.

17. Question: Will the City maintain the requirement for a State of Florida Certified or Registered Electrical Contractor license?

Answer:

No. The City will not require a State of Florida Certified or Registered Electrical Contractor license for this project.

18. Question: Must Bid, Performance, and Payment Bonds be submitted with the bid, or only after award?

Answer:

Bid security must be submitted with the bid in accordance with the Solicitation requirements. Performance and Payment Bonds will be required from the Successful Bidder following award and prior to commencement of Work.

NAME OF COMPANY:

R2 Unified Technologies, LLC

CONTACT NAME:

David Bester

STREET ADDRESS:

980 N Federal Hwy #410

CITY, STATE, ZIP CODE:

Boca Raton, FL 33432

TELEPHONE NUMBER:

954-551-4582

FAX NUMBER:

561-515-6911



March 31, 2026

CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Yvette Colbourne

City Commission

Maxwell B. Chambers

Avril K. Cherasard

Carson Edwards

City Manager

Dr. Roy L. Virgin

**"We're at the
Center of Everything"**

PROCUREMENT DEPT.
c/o City of Miramar
2300 Civic Center Place
Miramar, Florida 33025

Phone (954) 602-3053
FAX (954) 602-3458

NOTICE OF INTENT TO AWARD FOR

IFB NO. 26-022 – MERAKI WI-FI ACCESS POINT REPLACEMENTS

On March 19, 2026, IFB No. 26-022 closed with a total of six (6) bids received. City staff reviewed the bids and determined that a recommendation for award will be made to the lowest responsive and responsible bidder, **R2 Unified Technologies, LLC, located at 980 N Federal Highway, Suite 410, Boca Raton, Florida 33432.**

This Notice of Intent to Award is being posted as of March 31, 2026. Pursuant to Section 2-444 of the City's Code, any protests must be filed within five (5) business days after posting of this Notice of Intent to Award, or any right of protest is forfeited. The last day to file a protest is April 8, 2026.

Thank you,
The City of Miramar's
Procurement Department