

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

**Meeting Date:** January 21, 2026

**Presenter's Name and Title:** Zakiya Kelley, Cultural Affairs Assistant Director

**Prepared By:** Zakiya Kelley, Cultural Affairs Assistant Director

**Temp. Reso. Number:** #R8584

**Item Description:** Temp. Reso. #R8584 APPROVING THE AWARD OF RFP NO. 25-03-16, ENTITLED: "EXTERIOR LED SCREENS FOR MIRAMAR CULTURAL CENTER" TO KONCEPT SYSTEMS, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH KONCEPT SYSTEMS, LLC, AND FOR THE PROVISION OF CONSTRUCTION SERVICES IN AN AMOUNT NOT-TO-EXCEED \$103,073 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$20,000, FOR A TOTAL PROJECT COST OF \$123,073 (Cultural Affairs Assistant Director Zakiya Kelley)  
Consent  Resolution  Ordinance  Quasi-Judicial  Public Hearing

**Instructions for the Office of the City Clerk:** Please have executed on the Dias.

**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 in the amount of \$123,073 is available in the following FY26 budget accounts: \$103,073 in GL account 395-68-800-573-000-606810-52120: (CIP-Tech Software/Hardware) and \$20,000 in GL account 395-68-800-573-000-606520-52120 (CIP-Contingency).

**Content:**

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8584**
- **Exhibits**
  - **Exhibit A: Proposed Agreement with Koncept Systems LLC., with Contractor's Proposal Attached**
- **Attachment(s)**
  - **Attachment 1: RFP 25-03-16**
  - **Attachment 2: Bid Tabulation Sheet**
  - **Attachment 3: Existing and Proposed Photos**



## CITY OF MIRAMAR INTEROFFICE MEMORANDUM

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager *R. Virgin*

**BY:** Camasha Cevieux, Cultural Affairs Director

**DATE:** January 15, 2026

**RE:** Temp. Reso. #R8584 approving the award of RFP No. 25-03-16, entitled: "Exterior LED Screens For Miramar Cultural Center," to Koncept Systems, LLC

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**RECOMMENDATION:** City Manager recommends approval of Temp. Reso. No. R8584, approving the award of RFP No. 25-03-16, entitled: "Exterior LED Screens for Miramar Cultural Center" to Koncept Systems, LLC.; and authorizing the City Manager to execute the proposed agreement with Koncept Systems, LLC,

**ISSUE:** The City desires to procure the services of KONCEPT SYSTEMS LLC. for the provision of construction services in an amount not-to-exceed \$103,073 and to allocate a contingency allowance of \$20,000, for a total project cost of \$123,073.

Pursuant to Section 2-412(a)(1) of the City Code, City Commission approval is required for expenditures exceeding \$75,000 by a single department from the same vendor in a single fiscal year.

**BACKGROUND:** On May 6, 2025, the Procurement Department advertised RFP# 25-06-16: Exterior LED Screens for Miramar Cultural Center on Demandstar and in a newspaper of general circulation. The City received five (5) responses. A Committee of City staff evaluated the bids and the bidder's references and determined that KONCEPT SYSTEMS LLC., was the most responsible and responsive Bidder who satisfied the qualifications of the solicitation.

**DISCUSSION:** The Department of Cultural Affairs currently utilizes six exterior transparency boxes at the Miramar Cultural Center (MCC).

They are used to promote the facility and its upcoming events. The scope of work includes the removal and replacement of the existing transparency boxes with 6 LED screens. This upgrade will serve as a modern technology enhancement to sustain the state-of-the-art facility.

**ANALYSIS:** Funding in the amount of \$123,073 is available in the following FY26 budget accounts: \$103,073 in GL account 395-68-800-573-000-606810-52120: (CIP-Tech Software/Hardware) and \$20,000 in GL account 395-68-800-573-000-606520-52120 (CIP-Contingency).

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**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF RFP NO. 25-03-16, ENTITLED: "EXTERIOR LED SCREENS FOR MIRAMAR CULTURAL CENTER," TO KONCEPT SYSTEMS, LLC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AGREEMENT WITH KONCEPT SYSTEMS, LLC, AND FOR THE PROVISION OF CONSTRUCTION SERVICES IN AN AMOUNT NOT-TO-EXCEED \$103,073 AND ALLOCATING A CONTINGENCY ALLOWANCE OF \$20,000, FOR A TOTAL PROJECT COST OF \$123,073; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Department of Cultural Affairs utilizes six (6) transparency boxes at the Miramar Cultural Center ("MCC") to promote the facility and its upcoming events; and

**WHEREAS**, on May 6, 2025, the City of Miramar's ("City") Procurement Department advertised Request for Proposals No. 25-03-16 entitled "Exterior LED Screens for Miramar Cultural Center" to solicit for a qualified contractor to remove and replace the existing transparency boxes with six (6) LED screens to serve as a more modern technology enhancement for the facility; and

**WHEREAS**, the RFP closed on July 10, 2025, with a total of five (5) proposals; and

**WHEREAS**, a selection committee that comprised of City staff met to evaluate and score the proposals according to the criteria set forth in the RFP, which resulted in Koncept Systems LLC as the highest rated responsive, responsible, proposer; and

Reso. No. \_\_\_\_\_

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**WHEREAS**, Koncept Systems, LLC proposed a fee of \$103,073 to perform to scope of services under the RFP and an additional \$20,000 is being requested for contingency for a total project cost of \$123,073; and

**WHEREAS**, Section 2-412(a)(1) of the City Code provides that purchases of commodities or services by a single Department from a single vendor more than \$75,000 in a single fiscal year must be approved by the City Commission; and

**WHEREAS**, the City Manager recommends approval of the award of Request for Proposals No. 25-03-16 entitled "Exterior LED Screens for Miramar Cultural Center" to Koncept Systems, LLC and the execution of an agreement for the provision of construction services in an amount not-to-exceed \$103,073 and allocation a contingency allowance of \$20,000 for a total project cost of \$123,073; and

**WHEREAS**, the City Commission deems it to be in the best interest of the residents and citizens of the City of Miramar to approve the award of Request for Proposals No. 25-03-16 entitled "Exterior LED Screens for Miramar Cultural Center" to Koncept Systems, LLC and the execution of an agreement for the provision of construction services in an amount not-to-exceed \$103,073 and allocation a contingency allowance of \$20,000 for a total project cost of \$123,073

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**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 is approves the award of Request for Proposals No. 25-03-16 entitled “Exterior LED Screens for Miramar Cultural Center” to Koncept Systems, LLC and authorizes the City Manager to execute the agreement attached hereto as Exhibit “A,” together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney, for the provision of construction services in an amount not-to-exceed \$103,073 and allocation a contingency allowance of \$20,000 for a total project cost of \$123,073.

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

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

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**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Mayor, Wayne M. Messam

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Vice Mayor, Yvette Colbourne

ATTEST:

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City Clerk, Denise A. Gibbs

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

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City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Vice Mayor Yvette Colbourne	_____
Commissioner Carson Edwards	_____
Mayor Wayne M. Messam	_____



**AGREEMENT BETWEEN  
THE CITY OF MIRAMAR, FLORIDA  
AND  
KONCEPT SYSTEMS, LLC  
FOR  
EXTERIOR LED SCREENS FOR CULTURAL ARTS**

**THIS AGREEMENT** (the "Agreement") is made effective on the last date of execution herein, between the CITY OF MIRAMAR, FLORIDA (the "City"), a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, Florida 33025, and Koncept Systems, LLC (the "Contractor"), a Florida Limited Liability Company whose address is 10893 NW 17<sup>th</sup> Street, Suite 120, Miami, FL 33172.

**WHEREAS**, the City issued Request for Proposals No. 25-03-16 (the "RFP") for "Exterior LED Screens for Cultural Arts" (the "Work", "Project" or "Services"); and

**WHEREAS**, Contractor was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

**WHEREAS**, Contractor and City have agreed upon a Scope of Services and fee for such Services; and

**WHEREAS**, on \_\_\_\_\_, 2026, the Miramar City Commission awarded the RFP to Contractor; and

**WHEREAS**, Contractor is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

**WHEREAS**, City desires to engage Contractor to perform the Services specified herein under the terms of this Agreement.

**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 RFP, which is deemed fully incorporated herein for all purposes, and have the meanings

indicated in the RFP or in the General Terms and Conditions incorporated herein and made a part hereof. In the event of conflict, the definitions and all other terms and conditions contained in the RFP shall govern.

## **ARTICLE 2** **SCOPE OF SERVICES**

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

## **ARTICLE 3** **CONTRACTOR AND CITY'S RELATIONSHIP**

**3.1** 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.

**3.2** 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 similar to the Project;
- C.** Will act in the City's highest and best interest in performing the Contractor's Services and the Work; and

**A.** That no employee or affiliate of the Contractor, including all Contractors, Subcontractors and Suppliers (if any), 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.

**3.3** 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 4** **TERM**

The term of this Agreement shall commence upon the last 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 5** **CONTRACT TIME**

Time is of the essence in the performance of the Work under this Agreement. The commencement date shall be established in the Notice to Proceed. Contractor shall commence the Work within 10 Days from the commencement date. The Work shall be Substantially Complete within 90 Calendar Days after the commencement date given in the Notice to Proceed. The Work shall be Finally Completed for full acceptance by the City within 120 Calendar Days after the commencement date given in the Notice to Proceed.

## **ARTICLE 6** **CONTRACTOR'S RESPONSIBILITIES**

**6.1** Contractor agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

**6.2** Contractor shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

**6.3** Contractor agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

**6.4** Contractor agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Contractor under this Agreement, will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar conditions.

**6.5** Contractor is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Contractor, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule to be submitted by the Contractor and approved by the City.

## **ARTICLE 7** **CITY'S RESPONSIBILITIES**

**7.1** In exchange for the Services to be performed by Contractor, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Contractor pursuant to the Scope of Services in the amount of \$103,072.83."

**7.2** Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

## **ARTICLE 8** **INDEMNIFICATION**

**8.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims, 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 Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement or arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

**A.** 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;

**B.** 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;

**C.** 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;

**D.** Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and

**E.** Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

**8.2** The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

**8.3** 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 (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or insurance coverage.

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

## **ARTICLE 9** **TERMINATION**

**9.1 TERM OF AGREEMENT** - This Agreement shall commence on the date that it is fully executed by all parties. Architect shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule submitted by the Contractor and accepted by the City. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Architect has no control, if City approves such extensions in writing.

**9.2 TERMINATION - For Convenience** - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Architect. In the event of termination by City, Architect shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Architect in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Architect's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Architect shall turn over to City all work

product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

**9.3 TERMINATION - For Cause** - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Architect abandons this Agreement or causes it to be terminated by City, Architect shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

## **ARTICLE 10 DEFAULT**

**10.1** 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 submitted by the Contractor and accepted by the City;
- 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 Subcontractors or Suppliers (if any) for any Services;
- D.** Contractor has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect'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.

**10.2** 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 8.3. 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 8 above, and its right for damages under Article 9.3.

**10.3** 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 actually expended by City, including procurement and administrative costs.

**10.4** City may take advantage of each and every remedy specifically existing at law or in equity. Each and every 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 11** **DELIVERY OF MATERIALS**

**11.1** Upon receipt of notice of termination under Articles 8 or 9 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.

**11.2** 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 5 above.

## **ARTICLE 12** **CONTRACT DOCUMENTS**

**12.1** 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 Proposal;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

**12.2** 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 13** **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 14** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under 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 15** **AUDIT AND INSPECTION RIGHTS**

**15.1** 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.

**15.2** 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.

**15.3** 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 16** **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 17** **PUBLIC RECORDS**

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

**17.1.1** 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.

**17.1.2** 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.

**17.1.3** 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.

**17.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and 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 any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**17.1.5** 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.

**17.1.6 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](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

## **ARTICLE 18** **OWNERSHIP OF DOCUMENTS**

**18.1** Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, 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. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of Contractors) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in his possession.

**18.2** All Contractor's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

**18.3** To the fullest extent permitted by Federal and Florida law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Contractor's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Contractor's scope of work performed on the Project.

**18.4** In addition, to the fullest extent permitted by Federal and Florida law, Contractor agrees to require its sub-Contractors, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to have its sub-Contractors, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to their scope of work performed for the Project.

**18.5** Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work, so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

**18.6** The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

**18.7** All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Contractor pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Contractor to City within 10 calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Contractor use or permit to be used any of the documents without the City's prior written authorization.

**18.8** All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Contractor for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

**18.9** All final plans and documents prepared by the Contractor shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

## **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 ordinances as they may be amended from time to time.

**19.2** 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 Subcontractors 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** **INSURANCE**

**20.1** Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:  
\$1,000,000 each occurrence, \$2,000,000 general aggregate;
- Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

**20.2** 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.

## **ARTICLE 21** **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. 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 22** **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 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 delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her 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 delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

## **ARTICLE 23** **COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement 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 court costs and reasonable attorney's fees.

## **SECTION 24** **CONFLICT-OF-INTEREST**

**24.1** 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 Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

**24.2** 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 25**  
**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 26**  
**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 27**  
**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 28** **NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, 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: Ernesto Blanco  
Koncept Systems, LLC  
10893 NW 17<sup>th</sup> St, #120  
Miami, FL 33712  
Telephone (201) 522-4754  
Fax: N/A  
Email:  
[Ernesto@konceptsystems.com](mailto:Ernesto@konceptsystems.com)

### **TO THE CITY OF MIRAMAR:**

ATTN: Dr. Roy L. Virgin, City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [virgin@miramarfl.gov](mailto:virgin@miramarfl.gov)

### **WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Telephone: (954) 768-9770  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

## **ARTICLE 29** **CITY'S OWN FORCES**

**29.1** 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.

**29.2** 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 30** **LIMITATION OF LIABILITY**

**30.1** 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.

**30.2** 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.

**30.3** 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 31** **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 32** **THIRD PARTY BENEFICIARY**

It is specifically agreed 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**

Architect warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Architect's profession. Architect shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Architect pursuant to this Agreement for four years after the date of acceptance of the Services by City. Architect shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Architect pursuant to this Agreement at no cost to the City.

### **ARTICLE 34** **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 35** **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenience only 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 36** **SEVERABILITY**

**36.1** 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.

**36.2** City and Contractor each binds 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 Contract Documents.

## **ARTICLE 37** **REAFFIRMATION OF REPRESENTATIONS**

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

## **ARTICLE 38** **SCRUTINIZED COMPANIES**

**38.1** 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.

**38.2** 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.

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

**38.4** 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 39** **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) is employed, an applicable certificate of competency or license issued to the Subcontractor(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 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.

**[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Dr. Roy L. Virgin

This \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**CONTRACTOR:**

Signed by:  
By: \_\_\_\_\_  
71A040B4601148E  
Sales Director  
Sebastian Blanco

Date: 12/23/2025

ATTEST:

Denise A. Gibbs, City Clerk

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.

## EXHIBIT A to EXHIBIT

DocuSign Envelope ID: 6E386AD4-95E2-4BD9-A602-8B68E09DB953

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	<b>GENERAL REQUIREMENTS</b>			
	Mobilization and Demobilization			
	Insurances (GL & Worker Comp.)			
	Administration: Signed & Sealed Engineered Shop Drawings and Product Information and corresponding submittals/samples, As Required.			
	Temp. Utilities/Facilities/Storage			
	Safety, Protection and Covering; Misc. Tools & Equipment.			
	Construction Waste Management and Misc. Debris Removal/Daily and Final Cleaning.			
	<b>Division 1 General Requirements</b>	<b>Subtotal: \$6,000</b>		
	<b>PERMIT FEE Allowance (All unused allowance will be returned to the City.)</b>	1	LS	\$8,000
2	<b>DEMOLITION</b>			
	Removal and Disposal of (6) Existing Poster Display Transparency Light Boxes	6	EA	\$2,850
	<b>DEMOLITION SUBTOTAL</b>	<b>Subtotal: \$2,850</b>		
3	<b>INSTALLATION OF LED MESSAGE BOARDS: (SUPPLY &amp; INSTALLATION) (EAST WALL)</b>			
	Supply and install (6) new Absen 40"W x 30"H single-sided custom P2 MM full-color RGB programmable LED message boards with aluminum fabricated enclosure and high-impact resistant Lexan face. Include installation equipment (cranes, boom lifts, etc.) (AS REQUIRED)	6	EA	\$14,037.14
	<b>INSTALLATION OF (6) LED MESSAGE BOARDS SUBTOTAL</b>	<b>Subtotal: \$84,222.83</b>		
4	<b>INSTALLATION OF (1) LED MESSAGE BOARD: (SUPPLY &amp; INSTALLATION) (WEST WALL)</b>			
	Supply and install (1) new Absen 34'W x 22'H single-sided custom P4 MM full-color RGB programmable LED message board with aluminum fabricated enclosure and high-impact resistant Lexan face. Include installation equipment (cranes, boom lifts, etc.) (AS REQUIRED)	1	EA	N/A
	<b>INSTALLATION OF (1) LED MESSAGE BOARD SUBTOTAL</b>	<b>Subtotal:</b>		
				N/A
5	<b>Contingency ALLOWANCE</b> (All unused allowance will be returned to the City.)	1	LS	\$10,000
6	<b>TOTAL AMOUNT</b> \$103,072.83			

## APPENDIX B

# FORM 1

## PROPOSAL COVER SHEET –RFP #25-03-16

**PROPOSER'S NAME (Name of firm, entity, or organization):**  
Koncept Systems LLC

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 82-5104876

**NAME AND TITLE OF PROPOSER'S AUTHORIZED CONTACT PERSON:**

Name: Ernesto Blanco Title: Founder - Senior Project Manager - Partner

**EMAIL ADDRESS:** Ernesto@konceptsystems.com

**MAILING ADDRESS:** 10893 NW 17th St, Suite 120, Doral, FL 33172

Street Address: 10893 NW 17th St, Suite 120

City, State, Zip: Doral, FL, 33172

**TELEPHONE:** (201) 522-4754 **FAX:** (        ) \_\_\_\_\_

**PROPOSER'S ORGANIZATION STRUCTURE:**

Corporation  Partnership  Proprietorship  Joint Venture  Other (explain):

**IF CORPORATION:**

Date Incorporated/Organized: 04/03/2018

State of Incorporation/Organization: Florida

States registered in as foreign Corporation:

**PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS:**

Audio, Control Systems, Theatrical Lighting, Entertainment Lighting

**LIST NAMES OF PROPOSER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:**

N/A

**PROPOSER'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this Proposal is submitted in response to this Solicitation.

Signed by: Ernesto Blanco Date: 05/20/2025

Print name: Ernesto Blanco Title: Founder - Senior Project Manager - Partner

**PROPOSAL TO:** The City of Miramar

# PRICE PROPOSAL SHEET (FORM 1)

## COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

a) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

## PRICE PROPOSAL SHEET (FORM 1) (CONT.)

**Please use Appendix B (Base Pricing)**

Taxpayer Identification Number (TIN) 82-5104876

OFFEROR: Koncept Systems LLC  
(Company Name)

Ernesto Blanco  
(Signature)

Ernesto Blanco - Founder - Senior Project Manager - Member  
(Printed Name and Title)

**FAILURE TO SIGN THIS FORM MAY DEEM  
YOUR RESPONSE NON-RESPONSIVE  
END OF DOCUMENT**

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## Executive Summary

Koncept Systems LLC brings over 20 years of proven experience delivering innovative, custom-designed audio-visual (AV) solutions to both public and private sector clients. Our expertise spans a wide range of environments—including hospital training rooms, houses of worship, hybrid meeting spaces, entertainment venues, and architectural lighting installations—with a steadfast commitment to reliability, intuitive usability, security, and long-term scalability.

We are fully prepared to perform the work requested in this solicitation, which involves the installation of six smaller and one larger outdoor LED screens. Our team has successfully executed similar outdoor LED display projects over the past decade, including high-visibility installations at *Beaches* in Daytona and the *Hard Rock Casino* in Ponce, Puerto Rico. These installations have demonstrated long-term functionality and resilience with minimal issues post-installation.

Koncept Systems LLC is powered by a highly skilled and experienced team of professionals:

- **Ernesto Blanco**, Founder – Primary service and support contact
- **Sebastian Blanco**, Sales Director – Solution development and product selection
- **Gerardo Antonio Fernandez Curbelo**, Certified Programmer – Secure and custom control system configurations
- **Jesus Rafael Martinez and Julio Urbina**, Professional Installers – 25+ years of combined AV installation expertise
- **Nelson A. Palma**, In-house Electrician – Code-compliant electrical infrastructure implementation
- **Elvin Costas Torres**, Audio Engineer & Lighting Designer – 30+ years of sound and lighting design experience
- **Martha Lopez**, Office Manager – Project administration, procurement, and billing

We do not engage subcontractors. Our LED display hardware will be sourced through **ATS Pro**, the U.S. distributor for **Absen**, the manufacturer of the specified LED product. We have maintained a strong working relationship with ATS Pro for over a decade, ensuring product reliability and support.

Our project portfolio includes distinctive work such as the Florida International University (FIU) dormitories, where we installed impact-resistant LED screens that have remained fully functional even after repeated physical impacts over a four-year period.

Koncept Systems LLC offers a combination of deep technical expertise, reliable execution, and a fully in-house team that ensures accountability from planning through post-installation support. We are confident in our ability to deliver the requested services to the highest professional standards.

ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	<b>GENERAL REQUIREMENTS</b>			
	Mobilization and Demobilization			
	Insurances (GL & Worker Comp.)			
	Administration: Signed & Sealed Engineered Shop Drawings and Product Information and corresponding submittals/samples, As Required.			
	Temp. Utilities/Facilities/Storage			
	Safety, Protection and Covering; Misc. Tools & Equipment.			
	Construction Waste Management and Misc. Debris Removal/Daily and Final Cleaning.			
	<b>Division 1 General Requirements</b>	<b>Subtotal:</b>		<b>\$6,000</b>
	<b>PERMIT FEE Allowance (All unused allowance will be returned to the City.)</b>	<b>1</b>	<b>LS</b>	<b>\$8,000</b>
2	<b>DEMOLITION</b>			
	Removal and Disposal of (6) Existing Poster Display Transparency Light Boxes	<b>6</b>	<b>EA</b>	<b>\$2,850</b>
	<b>DEMOLITION SUBTOTAL</b>	<b>Subtotal:</b>		<b>\$2,850</b>
3	<b>INSTALLATION OF LED MESSAGE BOARDS: (SUPPLY &amp; INSTALLATION) (EAST WALL)</b>			
	Supply and install (6) new Absen 40"W x 30"H single-sided custom P2 MM full-color RGB programmable LED message boards with aluminum fabricated enclosure and high-impact resistant Lexan face. Include installation equipment (cranes, boom lifts, etc.) (AS REQUIRED)	<b>6</b>	<b>EA</b>	<b>\$14,037.14</b>
	<b>INSTALLATION OF (6) LED MESSAGE BOARDS SUBTOTAL</b>	<b>Subtotal:</b>		<b>\$84,222.83</b>
4	<b>INSTALLATION OF (1) LED MESSAGE BOARD: (SUPPLY &amp; INSTALLATION) (WEST WALL)</b>			
	Supply and install (1) new Absen 34'W x 22'H single-sided custom P4 MM full-color RGB programmable LED message board with aluminum fabricated enclosure and high-impact resistant Lexan face. Include installation equipment (cranes, boom lifts, etc.) (AS REQUIRED)	<b>1</b>	<b>EA</b>	<b>N/A</b>
	<b>INSTALLATION OF (1) LED MESSAGE BOARD SUBTOTAL</b>	<b>Subtotal:</b>		<b>N/A</b>
5	<b>Contingency ALLOWANCE</b>	<b>1</b>	<b>LS</b>	<b>\$10,000</b>
6	<b>TOTAL AMOUNT \$103,072.83</b>			

## APPENDIX B

## FORM 2

### ADDENDA ACKNOWLEDGEMENT FORM

Addendum #	Date Received
Addendum No. 1	May 20, 2025
Addendum No. 2	June 5, 2025
Addendum No. 3	June 18, 2025
Addendum No. 4	June 24, 2025
Addendum No. 5	June 26, 2025
Addendum No. 6	June 30, 2025

PROPOSER:

Koncept Systems LLC

(Company Name)

Ernesto Blanco

(Signature)

Ernesto Blanco - Founder - Senior Project Manager - Member  
(Printed Name and Title)

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

## **FORM 3 PROPOSER'S 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 Proposal being deemed "Non-Responsive."

(1) How many years has your organization been in business under your present business name? 8 years

(2) State of Florida business tax receipt type and number: \_\_\_\_\_

(3) County (state county) business tax receipt type and number: 104000372 - 375000414

(4) City business tax receipt license type and number: 169000007

**PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL**

(5) Describe experience providing services/commodities for similar (government) organizations:

We have implemented Impact resistant Screens for Dormitories at Florida International University. We have implemented outdoor screens for Beaches in Daytona.

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

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

**FORM 3**  
**PROPOSER'S INFORMATION FORM (CONTINUED)**

Please list minimum of three Government contract references:

Company Name: ATS Pro

Address: 8340 South Park Circle Unit 110-120

City, State, & Zip Code: Orlando, FL 32819

Contact's Name & Phone #: Christopher Pelzar (860) 805-4515

Company Name:

**Address:**

City, State, & Zip Code:

Contact's Name & Phone #:

Company Name :

**Address:** \_\_\_\_\_

City, State, & Zip Code:

Contact's Name & Phone #:

**FORM 3**  
**PROPOSER'S INFORMATION FORM (CONTINUED)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

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



Corporate Headquarters: 10893 NW 17<sup>th</sup> Street, Suite 120, Miami, FL 33172

Postal Address: 10893 NW 17<sup>th</sup> Street, Suite 120, Miami, FL 33172

Physical Location: 10893 NW 17th Street, Suite 120, Miami, FL 33172

Tel: (201) 522-4754

Email: [Ernesto@konceptsystems.com](mailto:Ernesto@konceptsystems.com)

Website: <https://konceptsystems.com/>

## Authorized Personnel for Questions

3. Ernesto Blanco – (201) 522-4754 – [Ernesto@konceptsystems.com](mailto:Ernesto@konceptsystems.com)
4. Sebastian Blanco – (862) 290-5199 – [Sebastian@konceptsystems.com](mailto:Sebastian@konceptsystems.com)

## Members of LLC

3. Ernesto Blanco
4. Ryan M. Martin

### A) Management Approach and Quality Assurance

Koncept Systems LLC takes a highly structured and accountable approach to project management, rooted in open communication, hands-on leadership, and proven systems for quality control and customer satisfaction.

Project oversight is led directly by **Ernesto Blanco (Founder)** and **Sebastian Blanco (Sales Director)**, ensuring a seamless line of communication from planning to final delivery. Each member of our team has clearly defined responsibilities:

- **Project Managers** oversee scheduling, procurement, team coordination, and client updates.
- **Certified Programmer** ensures system performance, security, and custom configuration.
- **Installers and Electricians** are responsible for on-site implementation, code compliance, and safety standards.

We employ internal checklists, client sign-offs, and system verification protocols at every stage of installation. Post-installation, a thorough walkthrough and client training are conducted to ensure operational readiness and satisfaction. We maintain a direct, rapid-response service channel for any concerns or technical issues, with most inquiries resolved within 24 hours. Quality assurance and prompt complaint resolution are core to our customer service culture.



## **B) Firm Background, Ownership, and Structure**

Koncept Systems LLC is a privately-owned limited liability company headquartered in Miami, Florida. The company was founded by Ernesto Blanco, who continues to lead the firm today. We operate with a flat organizational structure designed to support agility, cross-functional collaboration, and quick decision-making. Koncept Systems currently operates from a single central office in Miami, allowing for tight coordination and direct oversight of all field projects.

## **C) Subsidiaries or Affiliates**

Koncept Systems LLC does not currently own or operate any subsidiary or affiliate companies engaged in the same business.

## **D) Program Descriptions and Substantiation**

### **1. Drug-Free Workplace:**

Koncept Systems LLC maintains a zero-tolerance policy for drug use in compliance with state and federal regulations. All employees are required to acknowledge and sign our Drug-Free Workplace Agreement as a condition of employment.

### **2. Employee Drug Testing Program:**

We require pre-employment drug screening for all new hires and reserve the right to conduct random or incident-based testing at any time. This policy ensures a safe, professional, and compliant job site environment.

### **3. Experience, Performance, Financials, Violations & Litigation:**

Koncept Systems has a long-standing record of successful project execution with no history of unresolved contractual violations or legal actions. We maintain sound financial standing and positive relationships with suppliers and clients alike.

### **4. Social Responsibility and Charitable Contributions:**

Our company is committed to supporting community initiatives. We have contributed to local youth programs and church AV upgrades through volunteer labor and donated equipment. We believe in giving back to the communities we serve.



AUDIO, VIDEO & LIGHTING INTEGRATION

##### 5. Environmental Programs and Initiatives:

While Koncept Systems LLC is a small business, we actively reduce waste through proper disposal of electronic materials, reuse of packaging where possible, and careful planning to minimize unnecessary site visits. We also specify energy-efficient equipment whenever feasible.

#### E) Business History and References

Koncept Systems LLC has been in business for over 8 years, operating under its current name since formation. We have not operated under any other business name, nor have any of our owners previously owned or operated a similar business.

##### Past Project Reference

- **Client:** Beaches (Daytona Beach, FL)
- **Address:** 301 E International Speedway Blvd, Daytona Beach, FL 32118
- **Phone:** (347) 589-4627
- **Contact Person:** Dr. Chuck Duva
- **Work Description:** Installation of multiple outdoor LED displays and integration with distributed AV system.
- **Contract Term:** Completed in 2023; 6-month installation period.
- **Role:** Prime Contractor
- **Result:** Project was completed on time and has operated reliably with minimal service needs.

##### Past Project Reference

- **Client:** Hard Rock (Ponce, Puerto Rico)
- **Address:** Street #2 KM 228.9 Ponce 00717 PR
- **Phone:** (787) 259-7676
- **Contact Person:** Rafael Lebron
- **Work Description:** Outdoor LED screen installation with AV control system integration.
- **Contract Term:** Completed in 2022 over a 4-month period.
- **Role:** Prime Contractor
- **Result:** Project was delivered ahead of schedule; systems have functioned as designed with continued client satisfaction.

##### Past Project Reference 3

- **Client:** Florida International University (FIU Dormitories)
- **Address:** 740 SW 109<sup>th</sup> Ave, Miami, FL 33174
- **Phone:** (786) 214-1344
- **Contact Person:** Joseph Benton
- **Work Description:** Installation of impact-resistant LED displays in common areas.
- **Contract Term:** Completed in 2021



- **Role:** Prime Contractor
- **Result:** Systems remain fully operational and have endured repeated physical impact without failure.

REVISIONS

DATE NO. DESCRIPTION

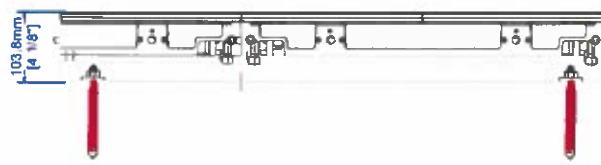
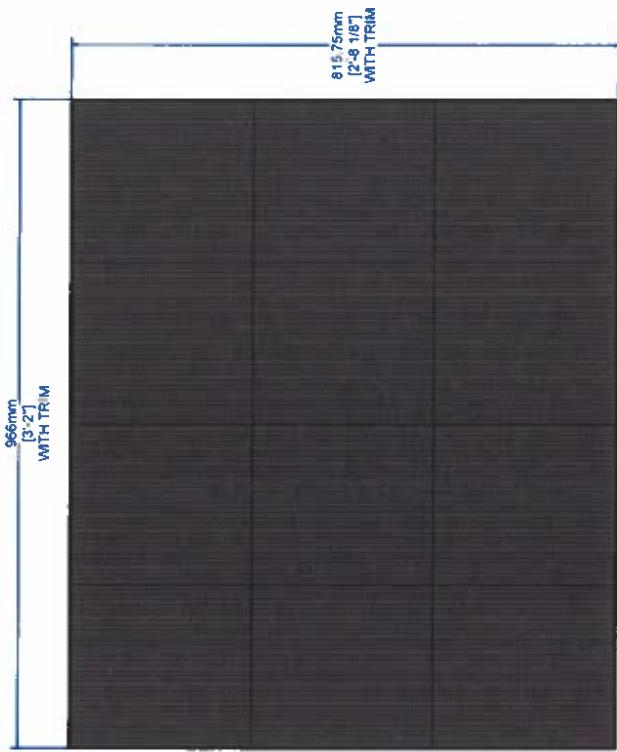
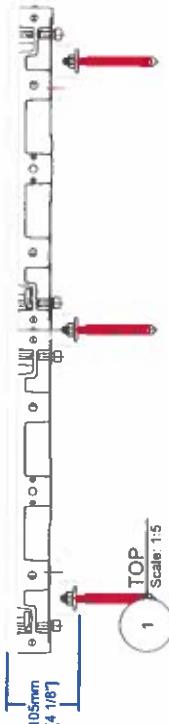
CONTACT

T: 1.800.773.4910  
info@konceptsystems.com

DATE 06/03/25  
DRAWN SS  
CHECKED  
SCALE AS NOTED  
QUOTE # Q8545

**SHEET TITLE**

FRONT ELEVATION  
TOP VIEW  
SIDE VIEW  
SHEET NUMBER ATS PRO 101  
REVISION



\*SCREEN WEIGHT IS APPROXIMATELY 100LBS  
\*\*SCREEN REQUIRES 7/8" GAP ON ALL SIDES

Resolution: 512 x 432  
Element UHD 1.9

REVISIONS

DATE NO. DESCRIPTION

CONTACT

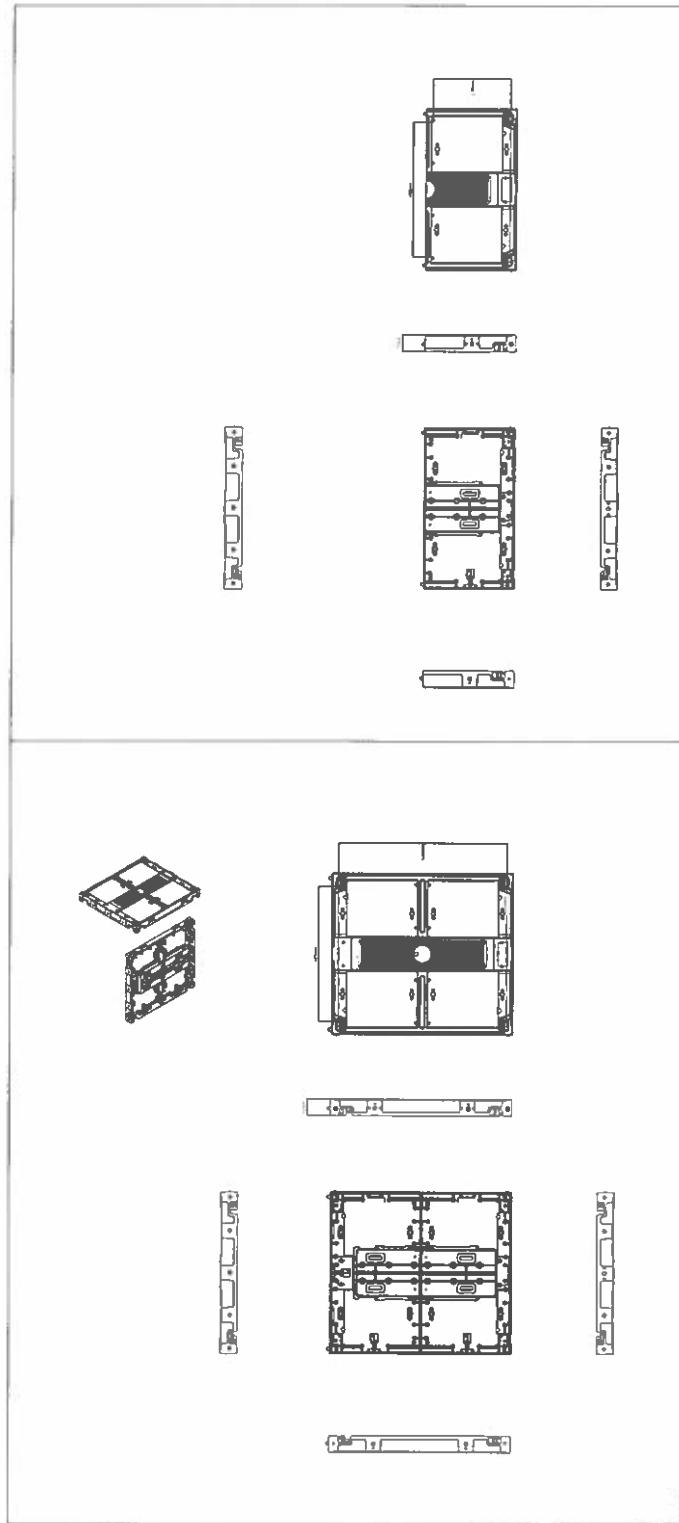
T: 1800.773.4910  
info@konceptbyems.com

DATE 06/03/25  
DRAWN SS  
CHECKED  
SCALE AS NOTED  
QUOTE # Q8545

**SHEET TITLE**

LED PANEL

SHEET NUMBER	REVISION
ATS PRO 102	



1083 NW 17th ST UNIT 120  
SWEETWATER, FL 33172  
800.773.4910

Resolution: 512 x 432  
Element UHD 19

REVISIONS	DATE	NO.	DESCRIPTION
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### CONTACT

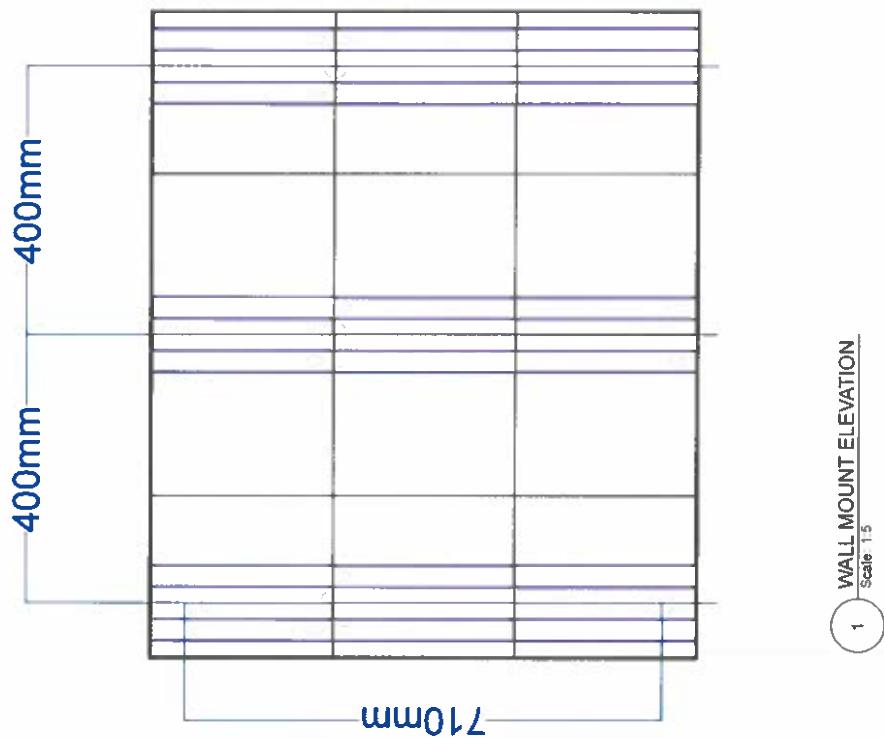
T: 1.800.773.4910  
info@konceptsystems.com

DATE	06/03/25
DRAWN	SS
CHECKED	
SCALE	AS NOTED
QUOTE #	Q8545

### SHEET TITLE

LED PANEL

SHEET NUMBER	REVISION
ATS PRO 102	



10833 NW 17th ST, UNIT 120,  
SWEETWATER, FL 33172  
800.773.4910

Resolution: 512 x 432  
Element UHD 1.9

REVISIONS  
DATE NO. DESCRIPTION

CONTACT

T: 1.800.773.4910  
info@konceptsystems.com

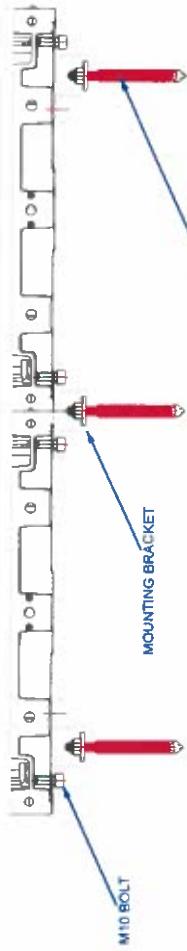
DATE 06/03/25  
DRAWN SS  
CHECKED  
SCALE AS NOTED  
QUOTE # Q8545

**SHEET TITLE**

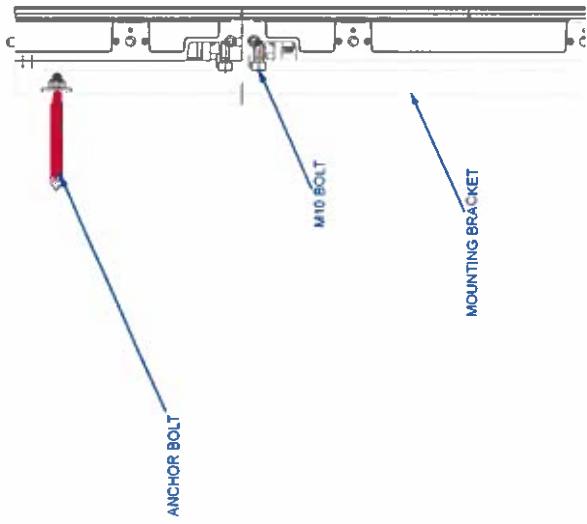
LED PANEL  
SHEET NUMBER ATS PRO 102  
REVISION



1 TOP  
Scale: 1:15



2 DETAIL "A"  
Scale: 1:4



3 SIDE  
Scale: 1:10

4 DETAIL "B"  
Scale: 1:4

10892 NW 17th ST UNIT 120,  
SWEETWATER, FL 33172  
800.773.4910

Resolution: 512 x 432  
Element UHD 1.9

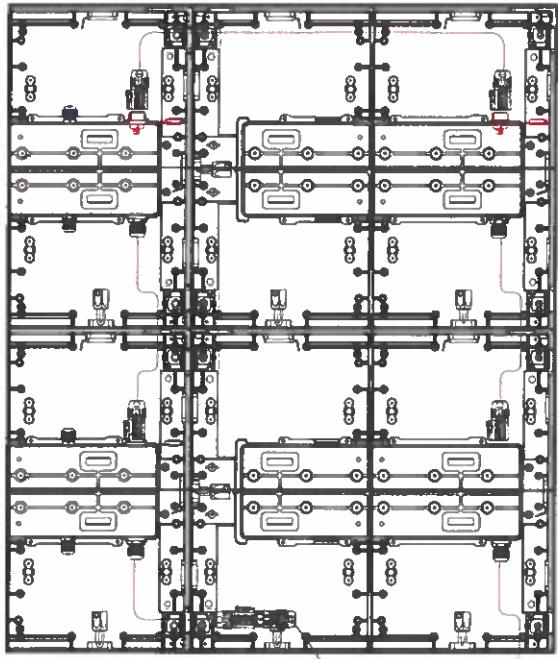
REVISIONS  
DATE NO. DESCRIPTION

CONTACT

T: 1.800.773.4910  
info@conceptsystems.com

DATE	06/03/25
DRAWN	SS
CHECKED	
SCALE	AS NOTED
QUOTE #	Q8545

<b>SHEET TITLE</b>	
120V POWER WIRING	
SHEET NUMBER	REVISION
ATS PRO 103	



Power waterproof plug



**TOTAL POWER:  
1X DEDICATED 208V/20A CIRCUITS  
ATS PROVIDES (1) POWER MAINS  
LED SCREEN IS 560W MAX, 187W AVG**

1 POWER WIRING 208V FRONT ELEVATION  
Scale: 1:5

10833 NW 17th ST UNIT 120,  
SWEETWATER FL 33172  
800.773.4910

Resolution 512 x 432  
Element UHD 19

**REVISIONS**

DATE NO. DESCRIPTION

**CONTACT**

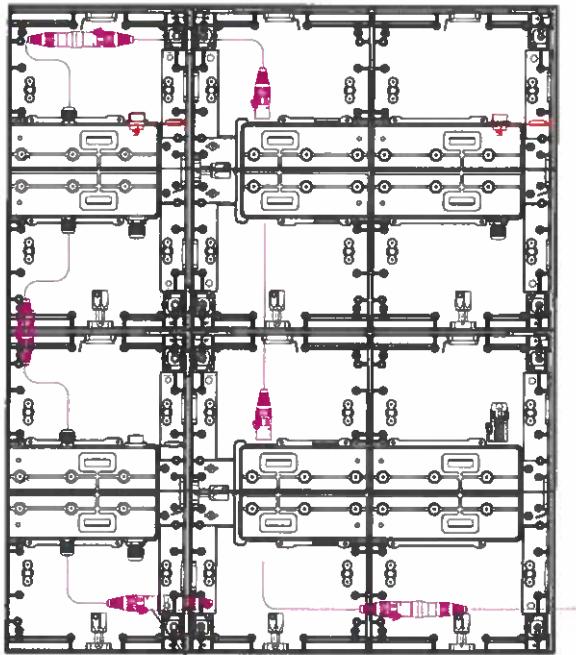
T: 1 800 773 4910  
info@konceptsystems.com

DATE 06/03/25  
DRAWN SS  
CHECKED  
SCALE AS NOTED  
QUOTE # Q8545

**SHEET TITLE**

DATA WIRING

SHEET NUMBER ATSPRO 104  
REVISION



S1

DATA WIRING FRONT ELEVATION

4

Scale 1:5



10893 NW 17th ST UNIT 120  
SWEETWATER, FL 33172  
800.773.4910

Resolution: 512 x 432  
Element UHD 1.9

## REVISIONS

DATE NO. DESCRIPTION

## CONTACT

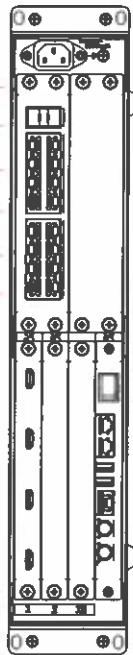
T: 1 800 773.4910  
[info@konceptsystems.com](mailto:info@konceptsystems.com)

DATE	06/03/25
DRAWN	SS
CHECKED	
SCALE	AS NOTED
QUOTE #	Q8545

SHEET TITLE

VIDEO PROCESSING

SHEET NUMBER REVISION  
ATS PRO 105



2

**FORM 4**  
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS (IF APPLICABLE)**

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: N/A

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**FORM 4**  
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS(CONTINUED)**

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

## **FORM 5** **DRUG-FREE WORKPLACE AFFIDAVIT**

### **FLORIDA STATE STATUTE 287.087**

**Identical Tie Proposals:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals 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 Proposal 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 Proposals 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 Proposal 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 Proposal, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five 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.

**FORM 5  
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

**FLORIDA STATE STATUTE 287.087**

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

*Ernesto Blanco*

Proposer's Signature

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

**FORM 6**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )  
COUNTY OF BROWARD )  
ss:

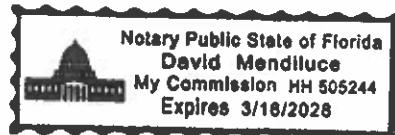
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, will be paid to any employees of the City of Miramar, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission,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

Title: Found. Senior Prof. - 7946.  
PARTNER

Sworn and subscribed before me this

9 day of July, 2025

**Notary Public  
State of Florida at Large**



My commission expires: 03/18/2028

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

**FORM 7  
NON-COLLUSIVE AFFIDAVIT**

State of Florida )  
County of Broward ) ss:

Ernesto Blanco, being first duly sworn, deposes and says that:

a) He/she is the Partner  
(Owner, Partner, Officer, Representative or Agent) of  
Koncept Systems LLC the Proposer that has submitted the attached  
Proposal;

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

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

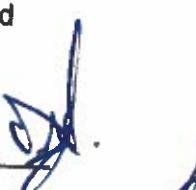
d) Neither the said Proposer nor any of its officers, partners, owners,  
agents, representatives, employees or parties in interest, including this affiant,  
have in any way colluded, conspired, connived or agreed, directly or indirectly,  
with any other Proposer, firm, or person to submit a collusive or sham Proposal in  
connection with the Work for which the attached Proposal has been submitted; or  
to refrain from proposing in connection with such Work or have in any manner,  
directly or indirectly, sought by person to fix the price or prices to be negotiated or  
that to be negotiated by any other Proposer, or to fix any overhead, profit, or cost  
elements of the Proposal price to be negotiated or to be negotiated by any other  
Proposer, 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 to be negotiated will be fair and proper and will  
not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on  
the part of the Proposer or any other of its agents, representatives, owners,  
employees or parties in interest, including this affiant.

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

**FORM 7**  
**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered  
in the presence of:

David Hendiluce   
Witness

By: 

Ariadna Herrera   
Witness

ERNESTO BANCO  
(Printed Name)

FOUNDER - PROJECT MANAGER / PARTNER  
(Title)

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

**FORM 7  
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

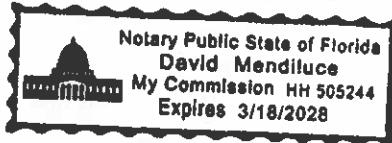
**ACKNOWLEDGMENT**

State of Florida )  
County of Miami Dade ) ss:

BEFORE ME, the undersigned authority, Ernesto Blanco ✓  
personally appeared to me and known by me \_\_\_\_\_ or produced identification \_\_\_\_\_  
to be the person described herein and who executed the foregoing Affidavit and  
acknowledged to and before me that Ernesto Blanco \_\_\_\_\_ executed said  
Affidavit for the purpose therein expressed.

WITNESS my hand and official seal this 9 day of July, 2025.

\_\_\_\_\_  
Notary Public  
State of Florida At Large



My commission expires: 03/18/2028

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

## FORM 8 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.

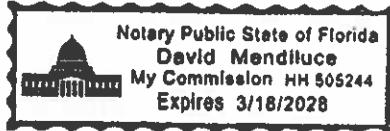
By: 

Title: Founder - Senior Project Manager - Partner

Sworn and subscribed before me this

9 day of July, 2025

Notary Public  
State of Florida at Large



My commission expires: 03/18/2028

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

## SECTION 9 - BUSINESS/VENDOR PROFILE SURVEY

Name of Business: Koncept Systems LLC

Address: 10893 NW 17th St, Suite 120, Doral, FL 33172

Phone No.: (201) 522-4754

Email Address: Ernesto@konceptsystems.com

Contact Person (Regarding This Form): Ernesto Blanco

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.

- Business is claiming the CBE/SBE Preference; YES        NO ✓**  
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.

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

(Choose below as applicable)

- Business is claiming local Business Preference YES        NO ✓**
- Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.**  
Attach a copy of a current Miramar Business Tax Receipt to this form.
- 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.

Submit - Section 13, the Business Employing Miramar Residents Affidavit.

**END OF DOCUMENT**

## SECTION 10

### BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

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

Vendor: Koncept Systems LLC

Address: 10893 NW 17th St, Suite 120, Doral, FL 33172

Telephone Number: (201) 522-4754

E-Mail Address: Ernesto@konceptsystems.com

Solicitation No. and Title: RFP-25-03-16-0-2025/aj

By signing below, I hereby certify that Vendor has 7 total employees (in the company's local workforce Broward and Miami-Dade Counties), of which 0 are full time equivalent Miramar residents.



Signature

Founder - Senior Project Manager - Partner  
Title

7/9/25  
Date

Sworn to (or affirmed) and subscribed before me  
by means of  physical presence or  online notarization,  
this 1 day of July, 28 year, by Ernesto Blanco

STATE OF Florida

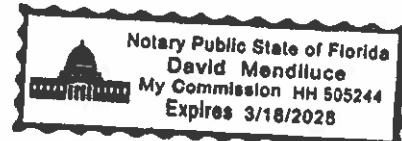
COUNTY OF Miami-Dade



Notary Public (Sign name of Notary Public)

My commission expires: 03/18/2028

(SEAL)



Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification Produced FDL 

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

## SECTION 11

### 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 The City of Miramar

by Koncept Systems LLC

for RFP-25-03-16-0-2025/aj

whose business address is 10893 NW 17th St, Suite 120, Doral, FL 33172

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-5104876

(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: 07/09/2025

BY:   
(Signature)

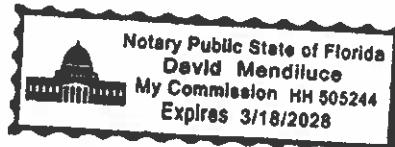
NAME: ERNESTO BLANCO  
(Print)

TITLE: Founder - Senior Project Manager - Partner

STATE OF FLORIDA      )  
                            )  
COUNTY OF BROWARD    ) ss:  
                            )

SWORN TO AND SUBSCRIBED before me this 9 day of July,  
2025 by Ernesto Blanco, who is personally known to me or has  
produced FDL as identification.

Notary Public  
State of Florida at Large



My commission expires: 03/18/2028

END OF DOCUMENT

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

**FORM 12**  
**AFFIDAVIT REGARDING THE USE OF COERCION**  
**FOR LABOR AND SERVICES**

Vendor Name: Koncept Systems LLC

Vendor FEIN: 82-5104876

Vendor's Authorized Representative Name and Title: Ernesto Blanco - Founder - Senior Project Manager - Member

Address: 10893 NW 17th St, Suite 120

City: Doral State: FL Zip: 33172

Phone Number: (201) 522-4754

Email Address: Ernesto@konceptsystems.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restraine, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: *Ernesto Blanco*  
(Authorized Signature)

Print Name  
And Title: Ernesto Blanco Founder - Senior Project Manager - Partner

Date : 05/20/2025

**END OF DOCUMENT**

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

## FORM 13 REFERENCE QUESTIONNAIRE

Reference for Contractor: Koncept Systems LLC

Agency Giving Reference: Hilton Ponce Golf & Casino Resort

Person Giving Reference: Rafael Lebron

Telephone: (787) 259-7676

E-Mail: [rafael.lebron@hilton.com](mailto:rafael.lebron@hilton.com)

Name of Project Completed by Contractor: LED Screen 2.9MM

What was the Dollar value of the Project: \$80,000

What was the Completion Date of the Project: 06/05/2024

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	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?	X				
How would you rate the Contractor's project management, including management of Subcontractor's?	X				
Would you use the Contractor again?		X 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: Rafael Lebron Title: Food and Beverage Director  
 Sign Name: Rafael Lebron Date: 06/04/2025

Additional Comments: \_\_\_\_\_

**FAILURE TO RETURN THREE (3) REFERENCES, FROM THREE (3) DIFFERENT FIRMS, BY  
USING THIS FORM WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

# FORM 13

## REFERENCE QUESTIONNAIRE

Reference for Contractor: Koncept Systems LLC  
 Agency Giving Reference: Universidad Interamericana de Puerto Rico  
 Person Giving Reference: Dr. Hector Feliciano  
 Telephone: (787) 284-1912  
 E-Mail: hFeliciaDance.inter.edu  
 Name of Project Completed by Contractor: LED Screen Gymnation  
 What was the Dollar value of the Project: \$83,000  
 What was the Completion Date of the Project: 06/29/2022

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 Subcontractor's?	✗				
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: Hector L. Feliciano Torres Title: Onlie Director

Sign Name: Hector L. Feliciano Date: June 5, 2025

Additional Comments: Dr. Elvin Carter is always available when we call him for any situations with led screen, is always help us with any problem or situation.

**FAILURE TO RETURN THREE (3) REFERENCES, FROM THREE (3) DIFFERENT FIRMS, BY USING THIS FORM WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## FORM 13 REFERENCE QUESTIONNAIRE

Reference for Contractor: Koncept Systems LLC

Agency Giving Reference: Beaches Entertainment Eatery

Person Giving Reference: Dr. Chuck Duva

Telephone: (347) 589-4627

E-Mail: Boss@beachesdaytona.com

Name of Project Completed by Contractor: Beaches

What was the Dollar value of the Project: \$83,000

What was the Completion Date of the Project: 05/01/2023

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?	✓				
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?	Yes				
How would you rate the Contractor's project management, including management of Subcontractor's?	✓				
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: Charles Duva, M.D.

Title: CEO

Sign Name: CD

Date: 6/4/2025

Additional Comments:

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**FAILURE TO RETURN THREE (3) REFERENCES, FROM THREE (3) DIFFERENT FIRMS, BY  
USING THIS FORM WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

## FORM 13 REFERENCE QUESTIONNAIRE

Reference for Contractor: Koncept Systems LLC

Agency Giving Reference: University Bridge LLC

Person Giving Reference: Joseph Benton

Telephone: (786) 214-1344

E-Mail: \_\_\_\_\_

Name of Project Completed by Contractor: LED Screen Lobby/Lounge Area 2.9MM

What was the Dollar value of the Project: \$98,000

What was the Completion Date of the Project: 02/12/2025

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?	✓				
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 Subcontractor's?	✓				
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: Joseph Benton Title: VP Construction

Sign Name:  Date: June 2, 2025

Additional Comments: Very pleased from design assist and installation through support during operation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FAILURE TO RETURN THREE (3) REFERENCES, FROM THREE (3) DIFFERENT FIRMS, BY  
USING THIS FORM WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

**ADDITIONAL FORMS TO BE USED BY, OR FOR THE  
KNOWLEDGE OF THE SUCCESSFUL PROPOSER  
AFTER AWARD**

es

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
KONCEPT SYSTEMS LLC							
2 Business name/disregarded entity name, if different from above							
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.							
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	<input type="checkbox"/> Other (see instructions)	<b>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</b> <small>Exempt payee code (if any)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 10893 NW 17th Street, Suite 120		Requester's name and address (optional)		<small>(Applies to accounts maintained outside the U.S.)</small>			
6 City, state, and ZIP code Miami, Florida 33172							
7 List account number(s) here (optional)							

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number		
[ ] - [ ] - [ ] [ ] [ ] [ ]		
or		
Employer identification number		
8 2 - 5 1 0 4 8 7 6		

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here** Signature of U.S. person ► *ERNESTO BLANCO*

Date ► **1/1/2025**

## 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](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*



**FORM 15**  
**VENDOR PERFORMANCE EVALUATION**  
**SUPPLIES and/or SERVICES**  
(Includes CONSTRUCTION/PROFESSIONAL SERVICES)

1. Use this form to report vendor performance (positive or negative) for deliveries of supplies/rendering of services, regardless of the purchasing method used (Purchasing Card, Purchase Order, City Contract, etc).
2. The person designated for accepting supplies/services is responsible for filling out this form (type or print). Only page 1 is required, if page 2 is not used. However, if any area on page 1 is marked "unsatisfactory", page 2 must also be filled out and submitted with page 1 (see page 2, Explanations/Comments, when marking "unsatisfactory"). Page 2 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 2. Attach documents, if applicable.
3. City Contracts: Regardless of the purchasing method used, as a minimum this form MUST be completed and submitted not later than 2 weeks after completion/expiration of a City contract. Past performance is considered on future contracts.
4. Send SIGNED form to: PROCUREMENT DEPARTMENT, 2300 Civic Center Place, Miramar, FL 33025 or fax to XXX-XXX-XXXX.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company/ Vendor Name:	Contract Number No:
Mailing Address:	Description/ Title:
City, St, Zip Code:	Contract Term (Dates) From: _____ To: _____
Representative Evaluated:	Purchase Order Number:
Telephone Number:	Task Order Number:
Fax Number:	Other Reference:

**DEFINITIONS**

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services

**UNSATISFACTORY (UnSat)** - Vendor did **NOT** meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements (see page 2, Explanations/Comments)

**EVALUATIONS (Place "X" in appropriate box for each major area.)**

Criteria (includes change orders/amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Supplies delivered/Work performed on schedule.	<input type="checkbox"/>				
2. Condition of delivered supplies (includes handling/packaging).	<input type="checkbox"/>				
3. Quality of deliveries/work performance.	<input type="checkbox"/>				
4. Adherence to specifications/statement of work.	<input type="checkbox"/>				
5. Resolved problems/customer complaints timely.	<input type="checkbox"/>				
6. Working relationship/interfacing with City staff/public sector (citizens).	<input type="checkbox"/>				
7. Service Call (On-Call) response time.	<input type="checkbox"/>				
8. Other (specify): _____	<input type="checkbox"/>				
9. Overall evaluation of compliance with contract requirements.	<input type="checkbox"/>				

**EVALUATED BY**

Signature:	Date of Evaluation:
Print Name:	Department:

TITLE: \_\_\_\_\_ PHONE NO. \_\_\_\_\_



City of Miramar  
Procurement  
Department

**FORM 15**  
**VENDOR PERFORMANCE EVALUATION**  
**SUPPLIES and/or SERVICES**  
(Includes CONSTRUCTION/PROFESSIONAL SERVICES)

Page 2  
of 2

Company/ Vendor Name:		Contract Number and/or Other Reference:	
Contract Ref No.	<b>EXPLANATIONS/COMMENTS</b>		
	1. Do not submit page 2 without page 1. 2. <u>Be specific</u> (include paragraph and page numbers referenced in the applicable contract, purchase order, etc). Continue on separate sheet (enter company name and contract number or other reference)		
Ref No.	<b>ACTION TAKEN BY VENDOR</b> (reply below or submit separate correspondence)		
<b>NAME/TITLE OF VENDOR REPRESENTATIVE</b>		<b>SIGNATURE</b>	<b>DATE</b>
<b>FOR PROCUREMENT DEPARTMENT USE ONLY</b>			
"Unsatisfactory" findings have been determined as VALID ( <input type="checkbox"/> ) NOT VALID ( <input type="checkbox"/> ). Reasons:			
Signature:		Date:	
Name/Title:		Telephone No:	

# FORM 16

## SAMPLE AGREEMENT

(The City reserves the right to amend the terms and conditions set forth herein)



### AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND

### FOR EXTERIOR LED SCREENS FOR CULTURAL ARTS

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

**WHEREAS**, the City issued Request for Proposals No. 25-03-16 (the "RFP") for "Exterior LED Screens for Cultural Arts" (the "Work", "Project" or "Services"); and

**WHEREAS**, Contractor was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

**WHEREAS**, Contractor and City have agreed upon a Scope of Services and fee for such Services; and

**WHEREAS**, on [REDACTED], 2025, the Miramar City Commission awarded the RFP to Contractor; and

**WHEREAS**, Contractor is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

**WHEREAS**, City desires to engage Contractor to perform the Services specified herein under the terms of this Agreement.

**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**

RFP # 25-03-16  
Exterior LED Screens for Cultural Arts  
Page 64 of 82

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

## **ARTICLE 2** **SCOPE OF SERVICES**

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

## **ARTICLE 3** **CONTRACTOR AND CITY'S RELATIONSHIP**

**3.1** 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.

**3.2** 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 similar to 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 Contractors, Subcontractors and Suppliers (if any), 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.

**3.3** 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 4** **TERM**

The term of this Agreement shall commence upon the last 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 5 CONTRACTOR'S RESPONSIBILITIES

**5.1** Contractor agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

**5.2** Contractor shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

**5.3** Contractor agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

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5.4 Contractor agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Contractor under this Agreement, will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar conditions.

**5.5** Contractor is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Contractor, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule to be submitted by the Contractor and approved by the City.

## ARTICLE 6 CITY'S RESPONSIBILITIES

6.1 In exchange for the Services to be performed by Contractor, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Contractor pursuant to the Scope of Services in the amount of \$ [REDACTED]."

**6.2** Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

## **ARTICLE 7** **INDEMNIFICATION**

**7.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims, 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 Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement or arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

- A.** 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;
- B.** 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 uncopied composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- C.** 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;
- D.** Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- E.** Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

**7.2** The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

**7.3** 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 (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or

insurance coverage.

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

## **ARTICLE 8** **TERMINATION**

8.1 TERM OF AGREEMENT - This Agreement shall commence on the date that it is fully executed by all parties. Architect shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule submitted by the Contractor and accepted by the City. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Architect has no control, if City approves such extensions in writing.

8.2 TERMINATION - For Convenience - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Architect. In the event of termination by City, Architect shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Architect in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Architect's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Architect shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

8.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Architect abandons this Agreement or causes it to be terminated by City, Architect shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

## **ARTICLE 9** **DEFAULT**

9.1 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 submitted by the Contractor and accepted by the City;
- 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 Subcontractors or Suppliers (if any) for any Services;
- D. Contractor has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect'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.

**9.2** 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 8.3. 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 8 above, and its right for damages under Article 9.3.

**9.3** 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 actually expended by City, including procurement and administrative costs.

**9.4** City may take advantage of each and every remedy specifically existing at law or in equity. Each and every 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 10** **DELIVERY OF MATERIALS**

**10.1** Upon receipt of notice of termination under Articles 8 or 9 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.

**10.2** 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 5 above.

## **ARTICLE 11** **CONTRACT DOCUMENTS**

**11.1** 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 Proposal;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

**11.2** 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 12** **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 13** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under 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 14** **AUDIT AND INSPECTION RIGHTS**

**14.1** 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.

**14.2** 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.

**14.3** 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 15**

## **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 16** **PUBLIC RECORDS**

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

**16.1.1** 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.

**16.1.2** 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.

**16.1.3** 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.

**16.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and 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 any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**16.1.5** 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.

**16.1.6 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](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

## **ARTICLE 17** **OWNERSHIP OF DOCUMENTS**

**17.1** Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, 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. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of Contractors) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in his possession.

**17.2** All Contractor's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

**17.3** To the fullest extent permitted by Federal and Florida law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Contractor's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Contractor's scope of work performed on the Project.

**17.4** In addition, to the fullest extent permitted by Federal and Florida law, Contractor agrees to require its sub-Contractors, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to have its sub-Contractors, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent

rights being transferred to the City that are related to their scope of work performed for the Project.

**17.5** Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work, so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

**17.6** The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

**17.7** All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Contractor pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Contractor to City within 10

calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Contractor use or permit to be used any of the documents without the City's prior written authorization.

**17.8** All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Contractor for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

**17.9** All final plans and documents prepared by the Contractor shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

## **ARTICLE 18** **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**18.1** 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 ordinances as they may be amended from time to time.

**18.2** 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.

**18.3** The knowing employment by Contractor or its Subcontractors or Subcontractors 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 19** **INSURANCE**

**19.1** Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:  
\$1,000,000 each occurrence, \$2,000,000 general aggregate;
- Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

**19.2** 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.

## **ARTICLE 20** **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. 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 21** **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 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 delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her 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 delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

## **ARTICLE 22** **COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement 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 court costs and reasonable attorney's fees.

## **SECTION 23** **CONFLICT-OF-INTEREST**

**23.1** 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 Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

**23.2** 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 24** **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 25** **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 26 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 27 NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, 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 THE CITY OF MIRAMAR:**

ATTN: Dr. Roy L. Virgin, City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [rvirgin@miramarfl.gov](mailto:rvirgin@miramarfl.gov)

**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Telephone: (954) 768-9770  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

**ARTICLE 28**  
**CITY'S OWN FORCES**

**28.1** 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.

**28.2** 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 29**  
**LIMITATION OF LIABILITY**

**29.1** 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.

**29.2** 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.

**29.3** 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 30**  
**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 31** **THIRD PARTY BENEFICIARY**

It is specifically agreed 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 32** **WARRANTY AND GUARANTEE**

Architect warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Architect's profession. Architect shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Architect pursuant to this Agreement for four years after the date of acceptance of the Services by City. Architect shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Architect pursuant to this Agreement at no cost to the City.

### **ARTICLE 33** **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 34** **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenience only 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 binds 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 Contract Documents.

## **ARTICLE 36** **REAFFIRMATION OF REPRESENTATIONS**

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

## **ARTICLE 37** **SCRUTINIZED COMPANIES**

**37.1** 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.

**37.2** 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.

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

**37.4** 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 38**  
**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) is employed, an applicable certificate of competency or license issued to the Subcontractor(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 39**  
**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 40**  
**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 written below.

**CITY OF MIRAMAR:**

By: \_\_\_\_\_  
City Manager  
Dr. Roy L. Virgin

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONTRACTOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

Denise A. Gibbs, City Clerk

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.

# REQUEST FOR PROPOSALS

## EXTERIOR LED SCREENS FOR CULTURAL ARTS

RFP #25-03-16



### The City of Miramar Commission:

**Wayne M. Messam**

**Mayor**

**Yvette Colbourne**

**Vice Mayor**

**Avril K. Cherasard**

**Commissioner**

**Maxwell B. Chambers**

**Commissioner**

**Carson Edwards**

**Commissioner**

**Dr. Roy L. Virgin**

**City Manager**

**City of Miramar**  
**2300 Civic Center Place**  
**Miramar, FL. 33025**

**DATE ISSUED: MAY 6, 2025**

**DATE OPENS: MAY 29, 2025, at 2:00 P.M**

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## **SECTION 00100 – INSTRUCTIONS TO PROPOSERS**

### **INSTRUCTIONS FOR SUBMITTING A PROPOSAL IN RESPONSE TO A FORMAL REQUEST FOR PROPOSALS**

**I. NON-MANDATORY PRE-PROPOSAL CONFERENCE:** A non-mandatory Pre-proposal conference will be held at 11:00 A.M. on May 19, 2025, with a non-mandatory site visit at project location (2400 Civic Center Place, Miramar, FL 33025) at 2:00 p.m. on May 19, 2025. Webex instructions are as follows:

#### **Meeting Information:**

Meeting link: <https://miramarfl.webex.com/miramarfl/j.php?MTID=m6d8fdccc48d3e1ef1538a6a66c707db4>

Meeting number:	2310 434 4269
Password:	KVqbAXgF469
Join by video system:	Dial <a href="tel:23104344269">23104344269@miramarfl.webex.com</a>
You can also dial:	173.243.2.68 and enter your meeting number.
Join by phone:	+1-415-655-0001 US Toll
Access code:	2309 326 4749

**At the start of the meeting, please send an email indicating you are on the call to: [ajbrown@miramarfl.gov](mailto:ajbrown@miramarfl.gov). Once you are on the call, please be respectful of others and mute your phone so that everyone can hear without background interferences.**

**II. 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](mailto:ajbrown@miramarfl.gov), no later than May 20, 2025.

**III. RECEIPT OF PROPOSALS:** All proposals will be received via DemandStar.com on or before 2:00 P.M. on May 29, 2025.

#### **IV. SUBMITTAL OF PROPOSALS**

**PROPOSALS MUST BE SUBMITTED BY USING ONE OF THE OPTIONS BELOW:**

**OPTION 1:** Submit electronically via Demandstar e-bidding module at [www.demandstar.com](http://www.demandstar.com)

Please note the following instructions when submitting bids via Demandstar:

1. All proposals must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.

**OR**

**OPTION 2:** Delivered in person or mailed to the City.

Proposers must submit one (1) unbound one-sided original proposal, neatly typed on one side only with normal margins and spacing and three (3) bounded copies of the original proposal by the due date and time specified in the solicitation. A USB must also be submitted with an electronic version of the complete proposal.

Each Proposal mailed or delivered in person to the City of Miramar (hereinafter the "City") must be submitted in a sealed envelope or container and must have the following information clearly marked on the face of the envelope or container:

- a) Proposer's name and return address;
- b) Telephone number
- b) Solicitation number;
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Proposal being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Proposers. The Proposers shall have no grounds to protest should such Proposals that have failed to include the information described above be opened in error.

Proposals must be mailed or delivered in person to the attention of the City Clerk's Office as shown below:

**OFFICE OF THE CITY CLERK  
CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025**

Proposals submitted at the same time for different Solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated above. Failure to comply with this requirement may result in any such incorrectly packaged Proposals not being considered.

**PLEASE NOTE THAT ONLY PROPOSALS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF:**

**THURSDAY, MAY 29, 2025, AT 2:00 P.M. EST**

**WILL BE ACCEPTED. SUBMITTING A PROPOSAL IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, THE POSTAL SERVICE, INTERNET OR TECHNICAL DIFFICULTIES OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DUE DATE AND TIME FOR RECEIPT OF PROPOSALS STATED IN**

**THE SOLICITATION DOCUMENTS SHALL NOT BE OPENED AND SHALL NOT BE  
CONSIDERED.**

**THE SUBMITTAL OF A PROPOSAL BY A PROPOSER WILL BE CONSIDERED BY THE  
CITY AS CONSTITUTING AN OFFER BY THE PROPOSER 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 PROPOSER  
AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF  
APPLICABLE. PROPOSALS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS  
FROM THE DUE DATE AND TIME.**

**TELEGRAPHIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.**

The proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required Services and/or provide the required Goods at the price stated by the Proposer.

# SECTION 1

## GENERAL TERMS AND CONDITIONS

### 1-1 DEFINITIONS

Wherever used in these General Terms and Conditions or in the other Contract Documents the following terms have the meanings indicated:

The term "Addenda" shall mean the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

The term "Amendment" shall mean a document signed by the Consultant and the City that authorizes an adjustment in the Work, Contract Price or Contract Time.

The term "Application for Payment" shall mean the form furnished by the Consultant to request progress or final payment and which includes such supporting documentation as is required by the Contract Documents.

The term "Best and Final Proposal(s)" shall refer to the final quote submitted after negotiations are completed containing the Proposer's most favorable terms for price, Services and products to be delivered.

The terms "CBE Firm" or "SBE Firm" shall respectively refer to a County Business Enterprise ("CBE") or Small Business Enterprise ("SBE") as defined by Section 1-81.1(c) of the Code of Ordinances of Broward County, Florida, that has a Broward County Business Tax Receipt, is located and doing business in Broward County, and is certified as such by the Broward County Office of Economic Development and Small Business Development.

The term "Change Order" shall mean a document which is signed by the Contractor and the City and authorizes an adjustment in the Work, Contract Price and/or Contract Time.

The term "Chief Procurement Officer" shall refer to the Director of the City's Procurement Department.

The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.

The term "City Commission" shall mean the governing and legislative body of the City.

The term "City Manager" shall mean the chief administrative officer of the City as defined by City Charter and/or Code of Ordinances.

The term "Claim" shall mean a demand, assertion, dispute or other such claim by one of the parties arising out of or based upon the terms and conditions of the Contract Documents.

The term "Contract Documents" shall mean the Request for Proposals, all attachments and exhibits, Qualification Forms (including the Quote, information required of Proposer, and all required certificates and affidavits), Contract, Performance Bond, Payment Bond, General Terms and Conditions (if any), Special Conditions (if any), Technical Specifications

(if any), Drawings, and all addenda and Change Orders.

The terms "Contract" or "Agreement" shall refer to the Contract that may result from this Request for Proposals. "Contract" shall refer to the enclosed contract, provided for illustrative purposes only, and subject to modification by the City.

The term "Contract Price" shall mean the original contract amount established in the Proposal and awarded by the City, as may be amended by Change Order (if any).

The term "Contract Time" shall mean the original time between commencement and completion established in the Contract, as may be amended by Change Order (if any).

The term "Day" shall mean a calendar day of 24 hours measured from midnight to 11:59 P.M.

The term "Defective Work" shall mean Work that is unsatisfactory, faulty, or deficient; or that does not conform to the requirements of the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to a recommendation of final payment.

The term "Design Consultant" or "Consultant" or "Engineer" shall refer to the design professional engaged by the City to provide professional design Services for this Project.

The terms "Drawings" and/or "Plans" shall mean the official drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the

Work and which have been prepared by the Consultant and are referred to in the Contract Documents. Shop Drawings are not drawings.

The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable stated in Section 2 of this Solicitation.

The term "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it was executed. If no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the parties to sign and deliver.

The terms "Engineer" shall mean the City's engineer or architect.

The term "Final Completion" shall mean the date on which all conditions and requirements of any permits and regulatory agencies have been satisfied; any documents required by the Contract Documents have been received by the City; any other documents required to be provided by the Consultant have been received by the City; and the Work defined herein has been fully completed in accordance with the terms and conditions of the Contract Documents.

The term "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human action, such as, hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal Law, state or local Laws, ordinances, codes or Regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Consultant decide in

writing to justify the delay. Provided, however, that market conditions, labor conditions, and similar matters which normally impact the Work shall not be considered Force Majeure.

The term "General Requirements" shall mean any and all requirements set forth in this Solicitation.

The term "Goods" shall refer to all Materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work and the terms and conditions of this Solicitation.

The terms "Laws and Regulations", or "Laws" or "Regulations" shall mean the laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such laws and regulations, including the applicable federal, state and local government entities and/or agencies.

The term "Local Business" shall refer to a firm that is domiciled and doing business within the City of Miramar City limits and complies with all City of Miramar licensing requirements, and is current on all City taxes.

The term "Materials" shall mean materials incorporated in this Project or used or consumed in the performance of the Work.

The term "Notice of Intent to Award" shall mean the written notice by the City to the apparent Successful Proposer stating that upon compliance by the apparent Successful Proposer with the conditions precedent therein within the time specified, the City may enter into a Contract.

The term "Notice to Proceed" shall

mean any written notice issued by the City to the Successful Proposer authorizing the Successful Proposer to proceed with the Work.

The terms "Procurement Office" or "Procurement Department" shall refer to the Procurement Office of the City.

The term "Proposal" shall mean any offer(s) submitted in response to this Request for Proposals.

The term "Proposal Forms" shall mean the forms required to be submitted in accordance with this Request for Proposals.

The term "Proposer" shall refer to any architect or engineer submitting a Proposal in response to this Request for Proposals.

The terms "Request for Proposals", "RFP" or "Solicitation" shall mean this Request for Proposals, including all exhibits, attachments, amendments and change orders issued by the Procurement Department.

The terms "Specifications" or "Technical Specifications" shall mean those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

The terms "Subcontractor" or "Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contracts with the Successful Proposer to furnish labor, or labor and Materials, in connection with the Work or Services for the City, whether directly or indirectly on behalf of the Successful Proposer.

The term "Substitutions" shall mean Materials, products, equipment or system,

that are alternate from those originally specified in the Contract Documents.

The term "Successful Proposer" shall refer to the Consultant or Architect receiving an award of a Contract as a result of this Request for Proposals.

The term "Supplier" shall mean a manufacturer, fabricator, supplier, distributor, Material man, or Vendor.

The term "Surety" shall mean the surety company or individual which is bound by the performance bond and payment bond with and for the Successful Proposer who is primarily liable, and which surety company or individual is responsible for the Successful Proposer's satisfactory performance of the Work under the Contract and for the payment of all debts pertaining thereto in accordance with Section §255.05, Florida Statutes.

The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.

The term "Vendor" shall mean all merchants, Material men, Suppliers of labor, Material and equipment, providers and all other professionals who are currently under

service contracts with the City and are delivering Services to the City.

The term "Weather Delays" shall mean Work stoppage caused by abnormal inclement weather, where abnormal duration and frequency of rain or exceptionally adverse weather as compared with the Weather Bureau data and supported by Project logs, has caused the Consultant to suspend critical path activities during the exceptional adverse weather event for more than 50 percent of the Work period of the Day. Weather delay claims can be made for Work Day only. No time extension will be allowed for weekend rains.

The term "Work Day" shall be as defined in Section 10-114 of the City of Miramar Code of Ordinances, being the time between the hours of 7:00 A.M. and 6:00 P.M. on weekdays, except when Work is necessary for the proper care and protection of Work already performed, or except in case of emergency, or unless otherwise provided in the General Requirements.

The terms "Work", "Scope of Work", "Scope of Services", "Services", "Program", "Project", or "Engagement" shall mean all matters and things and includes all labor, Materials, equipment and Services that are required to be provided by the Successful Proposer in accordance with this Solicitation.

## 1-2 SOLICITATION TIMETABLE

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

<b>RFP TIMETABLE</b>	
RFP advertised	May 6, 2025
Non-Mandatory Pre-Proposal Conference via Webex	May 19, 2025 @ 11:00 A.M.
Non-Mandatory Site-Visit	May 19, 2025 @ 2:00 P.M.

Deadline for written questions	May 20, 2025
Due Date and Time for this RFP.	May 29, 2025, at 2:00 P.M.

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

### **1-3 AVAILABILITY OF REQUEST FOR PROPOSALS**

a. Copies of this Solicitation package may be obtained from DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling (800) 711-1712. DemandStar distributes the City's solicitations through electronic download, by facsimile, or through the United States Postal Service.

b. Proposers are **not** required to register with DemandStar to receive a copy of a City solicitation. Registration with DemandStar.Com is optional and at the sole discretion of the Proposer. **DemandStar does not charge a fee for registering with the City of Miramar.** However, Proposers who obtain copies of this Solicitation from sources other than DemandStar.com risk failing to receive amendments if their names are not included on the list of firms participating in the Solicitation process.

c. To request the Solicitation package from the City's Procurement Department, your request should include the following information: the Solicitation number and title, the name of the potential Proposer's contact person, the potential Proposer's name, complete mailing address, telephone number, and fax number.

### **1-4 CONE OF SILENCE**

a. Proposers are notified that this Solicitation is subject to a "Cone of Silence." Pursuant to Sections 2-421 and 2-422 of the City Code of Ordinances ("Code"),

"Cone of Silence" is defined to mean a prohibition on any communication regarding this RFP between a potential Consultant, service provider, bidder, proposer, offeror, lobbyist, or consultant and the City's personnel, including but not limited to the City Manager, member of the City's professional staff, or any member of the selection committee.

b. The Cone of Silence shall be imposed upon each request for proposal, request for qualifications, request for letters of interest or invitation for bids at the time of short listing by the selection team for responses to the particular solicitation, and for procurements, such as a Proposal, where a short listing is not created, in which case the cone of silence shall be imposed at the bid opening or at the time responses are received.

c. This Cone of Silence does not apply to oral communications at pre-proposal conferences; oral presentations before evaluation committees; contract negotiations; public presentations made to the City Commission during any duly noticed public meeting; or communications in writing at any time with any City employee, official, or member of the City Commission regarding matters not concerning this Solicitation.

d. The Cone of Silence shall terminate at the time the City Manager or her designee makes a recommendation to the City Commission at a duly scheduled meeting of the City Commission; provided, however, that if the City Commission refers

the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent recommendation.

## **1-5 INTERPRETATIONS AND REPRESENTATIONS**

If any person contemplating the submittal of a Proposal is in doubt as to the true meaning of any part of this RFP, he/she may submit to the City a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery in accordance with Section 1-7(b) below. Any interpretation will be made only by an addendum. Failure on the part of the prospective Proposer to receive a written interpretation before the submission deadline will not be grounds for withdrawal of a Proposal. Proposer will acknowledge receipt of each addendum issued by stating so in

his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a Contract to a Proposer shall be binding. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addenda issued. Where there appears to be a conflict between this Solicitation and any addenda issued, the last addendum issued will prevail. See *also* Section 1-6 below.

## **1-6 RECEIPT OF ADDENDA AND SUBSTITUTE PROPOSAL FORMS**

It is the Proposer's responsibility to ensure receipt of all addenda and to substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Office, prior to submitting a Proposal, that all addenda have been received.

All inquiries regarding this Proposal must be written and should be **emailed** to:

Procurement Department  
City of Miramar  
2200 Civic Center Place  
Miramar, Florida 33025  
Adriel Brown, Email address: [ajbrown@miramarfl.gov](mailto:ajbrown@miramarfl.gov)

## **1-7 CONTENTS OF SOLICITATION**

### **a) General Conditions.**

1) It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the process of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not

be accepted as a basis for varying the requirements of this Solicitation.

2) The Proposer 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, rules and regulations.

### **b) Additional Information/**

Addenda.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address listed above. Requests must be received by the Procurement Department by the Due Date and Time stated in the Solicitation Timetable. Any request received after that time may not be reviewed for inclusion in this Solicitation. Requests shall contain the requester's name, address, telephone number and e-mail address.

2) The City's Procurement Office may issue a response to any inquiry if it deems necessary, by written amendment in the form of an addendum to the Solicitation, which shall be issued prior to the Solicitation Due Date and Time. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation or in any Addenda issued. Where there appears to be a conflict between this Solicitation and any Addenda issued, the last Addendum issued shall prevail.

3) It is the Proposer's responsibility to ensure receipt of all Addenda and substitute Proposal Forms. It is the Proposer's further responsibility to verify with the Procurement Department, prior

to submitting a Proposal, that all Addenda have been received. Proposers shall submit the Proposal form entitled "**ADDENDA ACKNOWLEDGMENT FORM**" with their Proposal.

c) Conflicts in this Solicitation.

1) Where there appears to be a conflict between the General Terms and Conditions (if any), the Special Conditions (if any), the Specifications or Scope of Work and Specific Requirements, the Contract, or any Amendment issued, the order of precedence shall be: the last Addendum issued, the Specifications or Scope of Work and Specific Requirements, the Special Conditions (if any), the General Terms and Conditions (if any), and the Contract.

2) Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Proposer to verify the Due Date and Time by contacting the City's Procurement Office at the address indicated above.

## **1-8 PREPARATION AND SUBMISSION OF A PROPOSAL**

a) Preparation/Submission.

1) The Proposal Forms shall be used when submitting a Proposal. Use of

any other forms may result in the Proposer's Proposal being deemed "Non-Responsive."

2) The Proposal shall be typed or completed legibly in ink. The Proposer's authorized agent shall sign the Proposal Forms in ink, and all corrections made by the Proposer 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 submittal being deemed "Non-Responsive."

3) 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 Specifications.

4) Any telegraphic, emailed or facsimile Proposal shall not be considered.

5) The apparent silence or omission of any detail or description concerning the Services requested in the Scope of Work and/or any Amendment regarding same shall be interpreted as meaning only the best commercial practices are to prevail, and that only Materials and workmanship of first quality will be used. All interpretations of the Scope of Work shall be made upon the basis of this Solicitation, and if the Solicitation is silent, on industry standards of best practices.

b) Vendor Registration is not required.

c) Criminal Conviction Disclosure.

Any individual submitting a Proposal who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Proposal 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 Proposal. 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 Proposers shall submit a signed and notarized statement with their Proposals on the form entitled "**PUBLIC ENTITY CRIMES.**"

e) Drug-free Workplace Preference.

All public bids or Proposals are subject to the City's Preference to Businesses with Drug-free Workplace Program as defined in Section 2-456 of the City's Code. The City grants a preference to a business with a drug-free workplace program whenever two or more Proposals are equal with respect to price, quality, and Services. The Drug-free Workplace Vendor shall have 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.**"

f) Anti-Kickback Affidavit.

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

g) Non-Collusion Affidavit.

All Proposers shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which their Proposal has been submitted; or to refrain from submitting a Proposal in connection with such Work; or have in any

manner, directly or indirectly, sought by any person to fix the price or prices to be negotiated or that of any other Proposer to be negotiated, or to fix any overhead, profit, or cost elements of the price to be negotiated, or that of any other Proposer to be negotiated, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Proposer, or any person interested in the proposed Work. All Proposers shall submit the duly signed form entitled "**NON-COLLUSION AFFIDAVIT.**"

h) Non-Discrimination Affidavit.

All Proposers shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Proposers 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 which cannot be lawfully used as a basis for Service delivery. All Proposers shall submit the duly signed and notarized form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

i) Business/Vendor Profile Survey.

All Proposers 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.

j) Request for Taxpayer Identification Number and Certification.

All Proposers shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Proposal, the Successful Proposer acknowledges compliance with all antitrust laws of the United States and the State of Florida.

l) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers 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 Proposal or within one year prior to the Due Date and Time. Proposers are required to disclose any such conflict that occurs after the Proposal Due Date and Time at the time of occurrence of such conflict of interest.

m) Collection of Fees and Taxes.

By accepting the award of a Contract, the Successful Proposer 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 current fees and Taxes due prior to recommending a Proposer for the award of any Contract.

n) Reference Questionnaire

Three (3) copies of the questionnaire form must be completed by three (3) different clients or firms giving reference on behalf of the Proposer. The firms must submit the form to the Proposer, and the Proposer must include the forms within the Proposer's proposal by the Proposal due date. All Proposers shall submit three (3) copies of the **REFERENCE QUESTIONNAIRE** form.

o) All Proposers shall affirm that as a nongovernmental entity, they shall not use coercion for labor or services as defined in Florida Statute §787.06(13). All Proposers shall submit a signed and notarized statement with their Proposals using the form entitled: **"AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES."**

**1-9 LATE PROPOSALS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

Proposals received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Proposals received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Proposals received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due

Date and Time shall not be accepted or allowed.

## **1-10 SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, in its sole and absolute discretion, at any time prior to City Commission award and approval of a Contract, reject all or any parts of any or all Proposals, re-advertise this Solicitation, postpone or cancel this Solicitation or waive any irregularities in this Solicitation or any process used in this Solicitation.

## **1-11 COST OF PROPOSALS**

All expenses involved with the preparation and submission of Proposals to the City shall be borne by the Proposer(s). No payment shall be made for any responses received by the City or effort required of or made by the Proposer(s) prior to commencement of Work authorized pursuant to the Contract.

## **1-12 ORAL PRESENTATIONS**

The City may require Proposers to perform oral presentations in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. This presentation or demonstration may be performed before the Evaluation/Selection Committee and/or the City Commission. If required, the City shall provide Proposers with as much advance notice as possible prior to the date of such a presentation.

## **1-13 EXCEPTIONS TO THE SOLICITATION**

Exceptions are not applicable to this Solicitation. Taking exceptions in the Proposal may render the Proposal "Non-Responsive".

## **1-14 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are provided with notice that all information submitted as part of or in support of Proposals will be available for public inspection after opening of the Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Proposals must make an appointment with the City's Clerk.

All Proposals submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is marked confidential, proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Proposal in its best interest. Acceptance or rejection of any Proposal does not affect the City's rights hereunder. Proposers, when submitting their Proposals, must clearly notify the City of any proprietary information within their Proposal.

## **1-15 EVALUATION OF PROPOSALS**

### **a) Rejection of Proposal.**

- 1) The City may reject any Proposal, and award the Contract to the next highest scoring Proposer or re-advertise for all or any part of this Solicitation whenever it is deemed in the best interest of the City, in the City's sole discretion. The City shall be the sole judge of what is in its "best interest". The City may reject any Proposal if the Proposer does not accept or attempts to modify the terms

and conditions of this Solicitation.

2) The City may reject any Proposal if prices are not reasonable, or if they exceed the City's budget for the Project, as determined by the City.

3) The City may reject any part of this Solicitation or award any part, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

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, Tax, or other obligation.

c) Waiver of Informalities.

The City reserves the right to waive any formalities, informalities or irregularities in any response to this Solicitation, other than the timeliness of the response.

d) Demonstration of Competency.

1) A Proposal will only be considered from a firm regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Proposer 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 required by this Solicitation.

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

3) The City reserves the right to audit all records pertaining to any award resulting from this Solicitation, whether financial or otherwise.

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

5) In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information as to whether the Proposer can perform the Contract within

the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Proposer; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Proposer with Laws and ordinances relating to any other contract; the Proposer's record with environmental regulations; and the claims and litigation history of the Proposer.

e) Copy of Abstract of Proposals.

A copy of the Proposal abstract will be made available through [www.DemandStar.com](http://www.DemandStar.com) or may be requested in person from the Procurement Department. Proposal results shall not be provided by telephone, email or facsimile.

## 1-16 NEGOTIATIONS

a) The City, in its sole discretion, reserves the right to enter into Contract negotiations with the highest evaluation scoring, most qualified responsive, responsible Proposer whose Proposal is most advantageous to the City. If the City and that Proposer cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Proposer. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

b) To assure full understanding of and responsiveness to the Solicitation requirements and full understanding of qualified Proposals, discussions may be conducted with qualified Proposers who submit responses determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the Solicitation requirements. The Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals, and such revisions may be permitted through negotiations prior to award for the purpose of obtaining Best and Final Proposals.

## 1-17 METHOD OF AWARD: TO THE HIGHEST MOST QUALIFIED EVALUATION SCORING, RESPONSIVE, RESPONSIBLE PROPOSER (SUBJECT TO SUCCESSFUL NEGOTIATION AND APPROVAL OF A CONTRACT)

a) The award of any Contract will be made to the highest evaluation scoring, responsive, responsible Proposer whose Proposal is the most advantageous to the City resulting from the successful negotiation.

b) This Solicitation shall require City Commission approval of the final ranking and recommended award of the RFP to the highest most qualified evaluation scoring responsive, responsible Proposer, subject to successful negotiation and approval of a mutually agreeable Contract substantially in the form of the Agreement attached to this RFP, and in accordance with Section 2-412 of the City Code.

c) The resulting Contract shall contain requirements, terms and conditions consistent with this Solicitation, along with

any modifications the City, in its sole discretion, may require or accept. No rights shall inure to the benefit of any Proposer pursuant to this Solicitation until the Contract has been executed by both parties and approved by the City Commission.

## 1-18 METHOD OF PAYMENT

The Successful Proposer shall submit fully and accurately documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the Contract number, the type of Service(s) provided, and the dates or period(s) that the Service(s) were provided in the prior 30 days.

## 1-19 AWARD OF AN AGREEMENT

### a) Agreement.

This Solicitation contains the document entitled "SAMPLE AGREEMENT". After award, a Contract similar to the Sample Agreement, inclusive of all attachments and any modifications which the City ***in its sole discretion may make*** and reflecting all requirements, terms and conditions of this Solicitation and any negotiated changes, will constitute the entire agreement between the parties. No rights shall inure to the Successful Proposer pursuant to this Solicitation until the Contract has been executed by both parties thereto.

### b) Additional Information.

The award of the Contract may be preconditioned on the subsequent submission of other documents in connection with this Solicitation. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form

required by the City. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next most qualified, responsive, responsible Proposer.

### c) Independent Contractor.

The Successful Proposer shall be a Consultant operating independently from the City. The employees and Subcontractors or Subconsultants of the Successful Proposer shall not be considered or deemed employees, Subcontractor or Subconsultants or agents of the City, nor shall such employees and Subcontractor or Subconsultants of the Successful Proposer have any privity of contract with the City. Neither the Successful Proposer nor any of its employees shall receive any City benefits. The Successful Proposer shall supply competent and physically capable employees and Subcontractor or Subconsultants. The City may require the Successful Proposer to remove any employee or Subcontractor or Subconsultant it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

### d) Contract Extension.

To the extent applicable, the City reserves the right to automatically extend the Contract for up to 180 calendar Days beyond the stated Contract term under the same terms and conditions of the Contract. The City shall notify the Successful Proposer(s) in writing of such extensions. Additional extensions beyond the first 180 Day extension may occur, if approved by the City Commission with the mutual agreement of the Successful Proposer.

e) Limited Contract Extension.

Any Work commencing prior to the termination date of the Contract and extending beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods provided pursuant to the Contract.

g) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that the Contract does not grant any exclusive rights to the Successful Proposer to receive all orders that may be generated by the City in connection with the types of Goods and/or Services required herein.

## **1-20 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

In accordance with F.S. 287.05701, the City 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 does not give preference to a Proposer based on the Proposer's social, political or ideological interests.

## **1-21 RIGHT OF APPEAL**

a) After a notice of intent to award a Contract is posted by the City, any actual or prospective Proposer who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may file a protest with the Chief Procurement Officer. A protest must be filed within five (5) business days after the posting of the notice of award or the 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 written protest and accompanying required filing fee are received by the Chief Procurement Officer.

b) The protester must include a nonrefundable filing fee 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 provided below:

<b>Contract Award</b>
\$10,000-\$50,000 .....
\$50,001-\$250,000 .....
\$250,001 and greater .....

<b>Protest Filing Fee</b>
\$500.00
\$1,000.00
1% of the pending award or \$5,000.00, whichever is greater

## **1-22 PURCHASING CARD (P-CARD)**

- a) The City has implemented a Procurement Card (P-Card) Program. Proposers must have the capability to accept credit cards for payments or must be willing to take the necessary steps in order to accept credit card payments by the City prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.
- b) While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Proposers shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.

## **1-23 RESULTING CONSULTANT OBLIGATIONS**

- a) Rules, Regulations, Licensing, and Other Requirements.

The Proposer shall comply with all laws and regulations applicable to the Goods and/or Services requested in this Solicitation. The Proposer 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) Condition of Packaging and Packaging Materials.

When 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.

## **1-24 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS**

a) When applicable, all Contracts with the City for the purchase of supplies, materials, or Services, including professional Services that involve the expenditure of \$25,000.00 or more, shall require that the Proposer submits with its Proposal a list of all first-tier Subcontractors or Subconsultants who will provide any part of the Contract Services and all suppliers who will provide materials for the Contract Services directly to the Successful Proposer. In addition, the Successful Proposer shall not change or substitute Subcontractors, Subconsultants or suppliers from those listed in the Proposal, except upon written approval of the City.

b) All Proposers shall submit the completed Proposal form entitled "**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" with their Proposal(s). **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE PROPOSAL "NON-RESPONSIVE."**

## **1-25 PERFORMANCE EVALUATION**

The Performance Evaluation Form is included for informational purposes only. The Successful Proposer's work will be evaluated at the completion of this Project by the City's Project Manager. The City's Project Manager will use this form in order to grade the Successful Proposer's work. Once completed, this form will be kept on file to be shared with any and all

agencies or entities who inquire about the Successful Proposer's work.

## **1-26 VENDOR REGISTRATION**

Vendors who are interested in registering their business with the City of Miramar may visit the following website:

<https://www.miramarfl.gov/Departments/Procurement/Vendor-Registration>

## **1-27 BUSINESS TAX RECEIPT**

Vendors may ensure that their business is in compliance with the Business Tax Office and has a Business Tax Receipt. To obtain this information, contact the Business Tax Office at (954)-602-3040 or [businesstax@miramarfl.gov](mailto:businesstax@miramarfl.gov).

## **1-28 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Successful Proposer understands and acknowledges that agreements with governments are subject to certain Laws and Regulations, including laws pertaining to (without limitation) matters such as public records, conflict of interest, and record keeping. The Successful Proposer agrees to comply with and observe all applicable Laws, codes and ordinances, as they may be amended from time to time.

## **1-29 BUSINESS INCLUSION DIVERSITY PROGRAM**

A. When applicable, the City encourages CBE or SBE firms to compete for City contracts, and also encourages non-CBE or SBE firms and other minority vendors to use

CBE or SBE firms as subcontractors. The City, its vendors, Suppliers, and Contractors should take all necessary and reasonable steps to ensure that CBE or SBE businesses have the opportunity to compete for and perform Contract work for the City in a nondiscriminatory environment.

B. To request certification or to locate a listing of certified CBE or SBE firms, access the Broward County CBE or SBE website on the Internet at: <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>.

C. To request a current listing of local Miramar businesses, please contact the City's Procurement Department at (954) 602-3054.

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 who is the Prime contractor. 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, who is the Prime contractor. Such preference shall apply to Bids or proposals for commodities, Services and construction.

3) A vendor, who is the Prime contractor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference

if the greater of any one of the following is satisfied: 1) it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents in the company's local workforce; or 2) Miramar residents constitute a minimum of 20 percent of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities and services.

## **END OF SECTION**

## **SECTION 2**

### **SCOPE OF WORK AND SPECIFIC REQUIREMENTS**

#### **2-1 PURPOSE**

The City of Miramar is soliciting proposals from qualified firms for the removal and replacement of six (6) existing poster display light boxes with six (6) new Absen LED message boards on the east wall of the Miramar Cultural Center, located at 2400 Civic Center Place, Miramar, FL 33025. Additionally, the project includes the installation of one (1) new large Absen LED message board on the west wall of the same facility.

#### **2-2 SCOPE OF WORK**

The Work includes dispose of the existing units and any miscellaneous wall/surface/surrounding resultant debris as required. The installation shall be a complete and functional system with all message boards and supporting systems installed per manufacturer's recommendations and in accordance with state and local Building Codes and Regulations. All surrounding areas shall be inspected, put back into working order, and be left clean of dirt and debris. Contractor shall also provide all applicable manufacturer and workmanship warranties accordingly.

#### **A. Specifications:**

1. Description – Absen LED Message Board Display System (or approved equal)
2. Quantity – (6) 40"W x 30"H (In Inches) Single-Sided Custom P2 MM Full Color RGB Programmable LED Message Boards
3. Quantity – (1) 34'W x 22'H (In Feet) Single-Sided Custom P4 MM Full Color RGB Programmable LED Message Board
4. Display Construction - Aluminum Fabricated Enclosure with High-Impact Resistant Lexan Face
5. Labor – Removal of (6) existing poster display light boxes; Installation of all new LED message boards
6. Compliance – Installation per Manufacturer's recommendations and in accordance with state and local Building Codes and Regulations.
7. Submittals – Contractor to verify field dimensions and coordinate with signed and sealed engineered shop drawings

## **2-3 SITE OF PROJECT**

The Site of the project is located at Miramar Cultural Center 2400 Civic Center Place, Miramar, FL 33025.

## **2-4 MINIMUM REQUIREMENTS**

a. In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

1. Must be a current and licensed State of Florida Contractor specializing in LED Screen installations as the Prime, with a minimum of five (5) consecutive years' experience.
2. Must be in business for at least five (5) years' operating as the same business entity.
3. Must be currently certified, licensed and authorized to perform the Services in the State of Florida and provide Proof of valid professional/occupational licensure.
4. Submit a minimum of three (3) successful projects of similar size and scope, along with references, including current mailing addresses, telephone numbers and email addresses. Failure to provide verifiable references, using the Reference Questionnaire Form, Will deem the Proposal "Non-Responsive."

## **2-5 TERM OF CONTRACT: UPON COMPLETION AND ACCEPTANCE**

The Contract resulting from this Solicitation shall commence upon the last date of execution and shall remain in effect until such a time as the Services acquired in conjunction with this RFP have been completed and accepted by the City.

## **2-6 INSURANCE**

a. Proposer agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local Laws and Regulations now in effect or hereinafter enacted during the term of the Contract that are applicable to Successful Proposer, its employees, agents or Subconsultants, if any, with respect to the Work and Services described herein.

b. Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by Law. Proposer shall maintain such insurance in full force and effect during the life of the Contract. Proposer shall provide the City's Risk Manager with certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Proposer shall make this same requirement of any of its Subconsultants to which Florida's Workers' Compensation Laws apply.

c. Proposer shall indemnify and save the City harmless from any damage resulting to them for failure of either Proposer or any Subconsultant to secure or maintain such insurance.

d. For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

### **Minimum Limits of Insurance**

Proposer shall maintain the following minimum limits of insurance (unless higher limits are required by Law or statute):

1. Professional Liability: \$1,000,000
2. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence; property damage and medical expense \$10,000; personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000; and general aggregate \$2,000,000.
3. Automobile Liability: \$1,000,000 combined single limit per accident.
4. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
5. Workers' Compensation: Statutory

### **Required Insurance Endorsements**

The City requires the following insurance endorsements:

1. AUTOMOBILE - The City must be included as an additional insured by policy endorsement under Automobile Liability policy.
2. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as respects to liability arising from Work or operations performed by or on behalf of the Proposer.
3. WAIVERS OF SUBROGATION - Proposer agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, however caused:
  - a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Proposer or the Proposer's employees, agents or Subconsultants; and

b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Proposer.

c. This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

d. This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

e. ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

f. 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 30 calendar days written notice has been given to the City by certified mail.

## 2-7 CONTENTS OF PROPOSAL

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this Section. **Proposers must respond in full to all RFP sections and follow the indicated RFP format (section numbering, and similar matters) in their Proposals. Failure to follow these instructions may result in rejection of the Proposal.**

- 1) The Proposal must consist of the components listed below.
  - A. The Qualification Proposal:
    - i) Cover Page

The form entitled "**PROPOSAL COVER SHEET**" (**FORM 1**) is to be used as the cover page for the Qualification Proposal. This form must be fully completed and signed by an authorized officer of the Proposer.

ii) Table of Contents

The Table of Contents should outline in sequential order the major areas of the Proposal. All pages of the Proposal, including enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

iii) Executive Summary

Each Proposer shall provide a brief summary describing the Proposer's ability to perform Work requested in this Solicitation; a history of the Proposer's background and experience providing services; the qualifications of the Proposer's personnel to be assigned to this Project; the Subcontractors, Subconsultants, and/or Suppliers (if any) and a brief history of their background and experience, and any other information called for by this Solicitation that the Proposer deems relevant. This summary should be brief and concise to apprise the reader of the experience and qualifications of the Proposer, staff, Subcontractors, Subconsultants, and/or Suppliers (if any).

iv) Required Information.

Proposers shall provide documentation that demonstrates their ability to satisfy the required information contained herein. Proposers who do not satisfy the requirements or who fail to provide supporting documentation and/or affidavits as specified herein may be deemed "Non-Responsive". If a prescribed format or required documentation for the response to information requirements is listed below, Proposers must use the required format and supply said documentation. See form entitled "**PROPOSER INFORMATION FORM**" (**FORM 3**).

v) Technical Information.

A) Describe the Proposer's approach to organization/management and the responsibilities of Proposer's management and Project personnel that will perform Work; describe methods or benchmarking systems used to ensure quality service, customer satisfaction, prompt complaint resolution, quality control, and timely initiation and completion of all Work.

B) Provide relevant background information on your firm, including a brief history, firm ownership, and organizational

structure, location of headquarters, and number and location of offices.

C) List any subsidiary/affiliate company of the Proposer in the same business, the nature of the relationship, and the location of their office(s).

D) Provide a description or information concerning or substantiating each of the requirements below:

1) Drug-free Work Place.

2) Employee drug testing program.

3) Proposer's experience, past performance, financial capabilities, violations, and litigation.

4) Proposer's social responsibility, charitable acts and contributions, and benevolence programs.

5) Proposer's internal, organization-wide green and environmental programs and initiatives.

E) State the number of years the Proposer has been in business and the number of years in operation under the Proposer's current business name. Any business owner who has previously operated a business under another name must include a description of the previous business and identify the name of each business. Failure to include such information will be deemed by the City as an intentional misrepresentation and may render the Proposal "Non-Responsive".

1) The name and size firm of the Proposer's client, address, telephone number and the name of the contact person;

2) A description of the required work;

3) The contract term;

4) A statement as to whether the Proposer was a prime consultant, Subcontractor, Subconsultant or Supplier; and

5) The result of the project.

F) List any and all contracts the Proposer has performed for the City.

G) Describe any other experience related to the Work or Services described in **SECTION 2, SCOPE OF WORK AND SPECIFIC REQUIREMENTS.**

H) Proposers shall provide evidence of financial stability for the last five (5) years.

I) Describe any prior or pending litigation or investigation, whether civil or criminal, involving a governmental agency or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees (while in the performance of their duties), Subcontractors or Subconsultants (if any) is or has been involved within the last five (5) years.

J) Describe and explain any prior complaints (both substantiated and inconclusive) filed with any governmental agency against the Proposer or any of its employees (while in the performance of their duties), Subcontractors or Subconsultants (if any) within the last five years.

L) The City strongly encourages and supports Proposers who are registered as CBEs, SBEs and/or Local Businesses. Additional points will be allotted in the evaluation process for such businesses who are the Prime vendor.

M) The Successful Proposer's work will be evaluated at the completion of this Project by the City's Project Manager for this Project. The Successful Proposer's Performance Evaluation form is attached for informational purposes. See forms entitled **"PROFESSIONAL SERVICES- VENDOR PERFORMANCE EVALUATION" (FORM 14).**

vi) Forms, Affidavits and Acknowledgements.

**A) PROPOSAL COVER SHEET (FORM 1)**

**B) ADDENDA ACKNOWLEDGEMENT FORM (FORM 2)**

**C) PROPOSER INFORMATION FORM (FORM 3)**

**D) PROPOSER'S DISCLOSURE OF**

**SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS (IF ANY) (FORM 4)**

- E) DRUG-FREE WORKPLACE AFFIDAVIT (FORM 5)**
- F) ANTI-KICKBACK AFFIDAVIT (FORM 6)**
- G) NON-COLLUSIVE AFFIDAVIT (FORM 7)**
- H) NON-DISCRIMINATION AFFIDAVIT (FORM 8)**
- I) BUSINESS/VENDOR PROFILE SURVEY (FORM 9)**
- J) BUSINESS EMPLOYING MIRAMAR RESIDENTS (FORM 10)**
- K) PUBLIC ENTITY CRIMES (FORM 11)**
- L) AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES (FORM 12)**
- M) REFERENCE QUESTIONNAIRE (FORM 13)**
- M) W-9 REQUEST FOR TAXPAYER (FORM 14)**
- N) VENDOR PERFORMANCE EVALUATION (FORM 15)**
- O) AGREEMENT (FORM 16)**

**2-8 EVALUATION CRITERIA**

Following the closing of this Solicitation, the Proposals will be evaluated by a Selection Committee appointed by the Chief Procurement Officer. The Selection Committee may be comprised of any combination of City staff, consultants, or other non-City persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation. The selection committee shall evaluate and score the Proposals received in accordance with the criteria set forth below. The committee shall reserve the right to require one or more oral presentations from one or more of the Proposers, either before or after the initial scoring, and shall have the option to short-list and re-score after the receipt of additional information from such presentations, follow-up questions and answers, on-site Proposer

demonstrations (to include module and/or functionality demonstrations, technical demonstrations, service presentation and other due diligence), completed reference checks or site visits.

<b>Evaluation Categories</b>	<b>Points</b>
A. Experience and Expertise	30
B. Resources and Methodology to perform scope	20
C. Installation Plan and Project Timeline	10
D. Price	15
E. References	15
F. CBE/SBE Preference	5
G. Local Preference	5
<b>Total Points</b>	<b>100</b>

#### **Scoring for Price/Fee Structure (Criteria D)**

Lowest Price Proposal divided by Proposer "X" Price Proposal, times maximum available cost points = Proposer "X" Price Score

Example:

Firm "A" price proposal is \$10,000.00 and is the lowest price proposal

Firm "B" price proposal is \$15,000.00

Firm "C" price proposal is \$20,000.00

Price Points Available: 10

Calculation:

Firm "A": Lowest price and receives 10 points

Firm "B":  $(\$10,000/\$15,000) \times 10$  points = 6 points

Firm "C":  $(\$10,000/\$20,000) \times 10$  points = 5 points

***Note: these are examples only and not actual figures.***

#### **Scoring for References (Criteria E)**

Proposers must list three (3) references for which work, similar in scope to this solicitation, was satisfactorily performed. Each satisfactory reference will be worth 5 points.

## **END OF SECTION**

## **REQUIRED FORMS**

# FORM 1

## PROPOSAL COVER SHEET –RFP #25-03-16

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

PROPOSAL TO: The City of Miramar

# PRICE PROPOSAL SHEET (FORM 1)

## COST OR PRICING DATA FOR PRICE PROPOSAL

Proposers shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts, that as of the date of submission of the Proposal, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

a) "Cost Realism" shall mean that the costs in Proposer's Proposal: (1) are realistic for the Work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Proposer's Proposal.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any fee or profit applicable.

## PRICE PROPOSAL SHEET (FORM 1) (CONT.)

**Please use Appendix B (Base Pricing)**

Taxpayer Identification Number (TIN) \_\_\_\_\_

OFFEROR: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**FAILURE TO SIGN THIS FORM MAY DEEM  
YOUR RESPONSE NON-RESPONSIVE  
END OF DOCUMENT**

## **FORM 2**

# **ADDENDA ACKNOWLEDGEMENT FORM**

## Addendum #

### Date Received

**PROPOSER:**

---

(Company Name)

(Company Name)

(Signature)

---

(Printed Name and Title)

(Printed Name and Title)

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

# **FORM 3**

## **PROPOSER'S 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 Proposal being deemed "Non-Responsive."

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

(2) State of Florida business tax receipt type and number: \_\_\_\_\_

(3) County (state county) business tax receipt type and number: \_\_\_\_\_

(4) City business tax receipt license type and number: \_\_\_\_\_

**PROPOSERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL**

(5) Describe experience providing services/commodities for similar (government) organizations:

---

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

yes  no

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

## **FORM 3** **PROPOSER'S INFORMATION FORM (CONTINUED)**

Please list minimum of three Government contract references:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

**FORM 3**  
**PROPOSER'S INFORMATION FORM (CONTINUED)**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

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

**FORM 4**  
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS (IF APPLICABLE)**

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**FORM 4**  
**PROPOSER'S DISCLOSURE OF SUBCONTRACTORS,  
SUBCONSULTANTS, AND SUPPLIERS(CONTINUED)**

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Company Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

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

# **FORM 5**

## **DRUG-FREE WORKPLACE AFFIDAVIT**

### **FLORIDA STATE STATUTE 287.087**

**Identical Tie Proposals:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals 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 Proposal 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 Proposals 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 Proposal 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 Proposal, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five 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.

**FORM 5  
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

**FLORIDA STATE STATUTE 287.087**

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

---

Proposer's Signature

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

**FORM 6**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA      )  
                            )      ss:  
COUNTY OF BROWARD    )

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed, or compensation that may be received as a result of this Proposal, 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 me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

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

# **FORM 7 NON-COLLUSIVE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn, deposes and says that:

a) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;

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

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

d) Neither the said Proposer 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 Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work or have in any manner, directly or indirectly, sought by person to fix the price or prices to be negotiated or that to be negotiated by any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price to be negotiated or to be negotiated by any other Proposer, 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 to be negotiated will be fair and proper and will not be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

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

**FORM 7  
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

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

**FORM 7**  
**NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
                  ) ss:  
County of \_\_\_\_\_ )

BEFORE ME, the undersigned authority, \_\_\_\_\_ personally appeared to me and known by me \_\_\_\_\_ or produced identification \_\_\_\_\_ 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\_\_\_\_.

---

Notary Public  
State of Florida At Large

My commission expires:

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

## **FORM 8**

### **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 me this

\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

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

## SECTION 9 - BUSINESS/VENDOR PROFILE SURVEY

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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.

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

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.

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

**(Choose below as applicable)**

- Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_**
- Business with a location within Miramar, is in compliance with all City licensing requirements and is current on all City taxes.**

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

- 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.

**Submit - Section 13, the Business Employing Miramar Residents Affidavit.**

**END OF DOCUMENT**

## SECTION 10

### BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be 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 \_\_\_\_\_

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

## **SECTION 11** **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 PROPOSAL NON-RESPONSIVE**

**FORM 12**  
**AFFIDAVIT REGARDING THE USE OF COERCION**  
**FOR LABOR AND SERVICES**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's  
Authorized  
Representative  
Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Miramar, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restraine, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature:

\_\_\_\_\_ (Authorized Signature)

Print Name

And Title:

Date :

**END OF DOCUMENT**

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

## FORM 13

### REFERENCE QUESTIONNAIRE

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 (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 Subcontractor's?					
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) REFERENCES, FROM THREE (3) DIFFERENT FIRMS, BY  
 USING THIS FORM WILL DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

**ADDITIONAL FORMS TO BE USED BY, OR FOR THE**  
**KNOWLEDGE OF THE SUCCESSFUL PROPOSER**  
**AFTER AWARD**

# FORM 14

**W-9**

(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ► ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional) City of Miramar 2300 Civic Center Place Miramar, FL 33025
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

### 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. person (including a U.S. resident alien).

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 on page 4.)

Sign Here	Signature of U.S. person ►	Date ►
-----------	-------------------------------	--------

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

### Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



**FORM 15**  
**VENDOR PERFORMANCE EVALUATION**  
**SUPPLIES and/or SERVICES**  
(Includes CONSTRUCTION/PROFESSIONAL SERVICES)

1. Use this form to report vendor performance (positive or negative) for deliveries of supplies/rendering of services, regardless of the purchasing method used (Purchasing Card, Purchase Order, City Contract, etc).
2. The person designated for accepting supplies/services is responsible for filling out this form (type or print). Only page 1 is required, if page 2 is not used. However, if any area on page 1 is marked "unsatisfactory", page 2 must also be filled out and submitted with page 1 (see page 2, Explanations/Comments, when marking "unsatisfactory"). Page 2 is NOT restricted to "unsatisfactory" comments. If you have something good you want on record, use page 2. Attach documents, if applicable.
3. City Contracts: Regardless of the purchasing method used, as a minimum this form MUST be completed and submitted not later than 2 weeks after completion/expiration of a City contract. Past performance is considered on future contracts.
4. **Send SIGNED form to: PROCUREMENT DEPARTMENT, 2300 Civic Center Place, Miramar, FL 33025 or fax to XXX-XXX-XXXX.**

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company/ Vendor Name:	Contract Number No:
Mailing Address:	Description/ Title:
City, St, Zip Code:	Contract Term (Dates) From: _____ To: _____
Representative Evaluated:	Purchase Order Number:
Telephone Number:	Task Order Number:
Fax Number:	Other Reference:

**DEFINITIONS**

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did **NOT** meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements (see page 2, Explanations/Comments)

**EVALUATIONS (Place "X" in appropriate box for each major area.)**

Criteria (includes change orders/amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Supplies delivered/Work performed on schedule.	<input type="checkbox"/>				
2. Condition of delivered supplies (includes handling/packaging).	<input type="checkbox"/>				
3. Quality of deliveries/work performance.	<input type="checkbox"/>				
4. Adherence to specifications/statement of work.	<input type="checkbox"/>				
5. Resolved problems/customer complaints timely.	<input type="checkbox"/>				
6. Working relationship/interfacing with City staff/public sector (citizens).	<input type="checkbox"/>				
7. Service Call (On-Call) response time.	<input type="checkbox"/>				
8. Other (specify): _____	<input type="checkbox"/>				
9. Overall evaluation of compliance with contract requirements.	<input type="checkbox"/>				

**EVALUATED BY**

Signature:	Date of Evaluation:
Print Name:	Department:

TITLE: \_\_\_\_\_

PHONE NO. \_\_\_\_\_



City of Miramar  
Procurement  
Department

**FORM 15**  
**VENDOR PERFORMANCE EVALUATION**  
**SUPPLIES and/or SERVICES**  
(Includes CONSTRUCTION/PROFESSIONAL SERVICES)

Page 2  
of 2

Company/ Vendor Name:		Contract Number and/or Other Reference:
<b>Contract Ref No.</b>	<b>EXPLANATIONS/COMMENTS</b> 1. Do not submit page 2 without page 1. 2. Be specific (include paragraph and page numbers referenced in the applicable contract, purchase order, etc). Continue on separate sheet (enter company name and contract number or other reference)	
<b>Ref No.</b>	<b>ACTION TAKEN BY VENDOR</b> (reply below or submit separate correspondence)	
<b>NAME/TITLE OF VENDOR REPRESENTATIVE</b>		<b>SIGNATURE</b>
<b>FOR PROCUREMENT DEPARTMENT USE ONLY</b>		
"Unsatisfactory" findings have been determined as VALID ( <input type="checkbox"/> ) NOT VALID ( <input type="checkbox"/> ). Reasons:     		
Signature:		Date:
Name/Title:		Telephone No:

# FORM 16

## SAMPLE AGREEMENT

(The City reserves the right to amend the terms and conditions set forth herein)



### AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA AND

### FOR EXTERIOR LED SCREENS FOR CULTURAL ARTS

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

**WHEREAS**, the City issued Request for Proposals No. 25-03-16 (the "RFP") for "Exterior LED Screens for Cultural Arts" (the "Work", "Project" or "Services"); and

**WHEREAS**, Contractor was determined to be the highest most qualified evaluation scoring responsive, responsible Proposer; and

**WHEREAS**, Contractor and City have agreed upon a Scope of Services and fee for such Services; and

**WHEREAS**, on [REDACTED] 2025, the Miramar City Commission awarded the RFP to Contractor; and

**WHEREAS**, Contractor is willing and able to perform these Services for the City within the basic terms and conditions set forth in this Agreement (the "Agreement"); and

**WHEREAS**, City desires to engage Contractor to perform the Services specified herein under the terms of this Agreement.

**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**

RFP # 25-03-16  
Exterior LED Screens for Cultural Arts  
Page 64 of 82

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

## **ARTICLE 2** **SCOPE OF SERVICES**

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

## **ARTICLE 3** **CONTRACTOR AND CITY'S RELATIONSHIP**

**3.1** 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.

**3.2** 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 similar to 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 Contractors, Subcontractors and Suppliers (if any), 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.

**3.3** 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 4** **TERM**

The term of this Agreement shall commence upon the last 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 5** **CONTRACTOR'S RESPONSIBILITIES**

**5.1** Contractor agrees that it shall prepare and review plans and documents ensuring that such plans and documents conform with guidelines set forth in the City's Code and all other applicable Laws, ordinances and governmental rules, Regulations and orders, now or at any time during the term of this Agreement.

**5.2** Contractor shall provide City with a detailed breakdown of its monthly bills, indicating each task performed and time allocated to each task.

**5.3** Contractor agrees that all meetings relating to Work performed pursuant to this Agreement shall take place at a City facility and all site visits relating to such Work shall take place with a City representative present.

**5.4** Contractor agrees that its Services are to be performed within the limits prescribed by the City and represents that the standard of care for all Services performed or furnished by Contractor under this Agreement, will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar conditions.

**5.5** Contractor is prepared to begin Work on the Project immediately upon receipt of a copy of this fully executed Agreement. Contractor, in consultation with the City, shall perform its Work in such a manner as to comply with an agreed upon Project Schedule to be submitted by the Contractor and approved by the City.

## **ARTICLE 6** **CITY'S RESPONSIBILITIES**

**6.1** In exchange for the Services to be performed by Contractor, outlined herein and in Exhibit "A" of this Agreement, the City agrees to compensate the Contractor pursuant to the Scope of Services in the amount of \$\_\_\_\_\_.

**6.2** Compensation shall be invoiced by Contractor and paid by the City as follows: Contractor shall submit monthly invoices to the City for review. Each invoice shall indicate the original fee estimate for the Service provided the invoice date, the amount of the invoice and the estimated fees remaining. Payment for Services rendered by Contractor during the previous billing period shall be due and payable as of the date of the invoice, and shall be paid by the City no later than the 30<sup>th</sup> Day after the date of invoice, in accordance with Chapter 218, Florida Statutes, Part VIII, Prompt Payment Act, unless some other mutually agreeable period of required payment is established. All invoices are subject to the City's approval.

## **ARTICLE 7** **INDEMNIFICATION**

**7.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify, and hold harmless the City, its officers, directors, agents, and employees, against and from all claims, 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 Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement or arising under, by reason of or incidental to the Agreement or any performance of the Work, but not from the sole negligence or willful misconduct of the City. Such indemnification by the Contractor shall include but not be limited to the following:

- A.** 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;
- B.** 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 uncopied composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Agreement;
- C.** 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;
- D.** Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees or agents; and
- E.** Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.

**7.2** The Contractor shall reimburse the City for any and all costs and expenses (including but not limited to fees and charges of Architects, attorneys, and other professionals and court costs) incurred by the City in enforcing the provisions of this indemnification.

**7.3** 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 (if any) or other person or organization under workers' compensation Laws, disability benefit acts, or other employee benefit acts, or

insurance coverage.

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

## **ARTICLE 8** **TERMINATION**

**8.1 TERM OF AGREEMENT** - This Agreement shall commence on the date that it is fully executed by all parties. Architect shall begin Work promptly after receipt of a fully executed copy of this Agreement from City and complete the Project within the completion timeframes established in the Project Schedule submitted by the Contractor and accepted by the City. With respect to such schedule, performance shall be timely under this Agreement, and time is of the essence. However, the completion timeframes shall be extended for periods of delay resulting from strikes, natural disasters, and similar circumstances over which the Architect has no control, if City approves such extensions in writing.

**8.2 TERMINATION - For Convenience** - This Agreement may be terminated by City for convenience upon 30 calendar Days' written notice to Architect. In the event of termination by City, Architect shall be paid for all authorized Services rendered to the date of such termination. The amount payable to Architect in the event of such termination shall be a pro rata amount determined on the basis of the amount and value of the Work performed prior to Architect's receipt of notice of termination for the applicable Work performed. In exchange for such payment, Architect shall turn over to City all work product which has been paid for by City. Under no circumstances shall City make payment for Services that have not been performed.

**8.3 TERMINATION - For Cause** - This Agreement may be terminated by either party upon five calendar Days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event Architect abandons this Agreement or causes it to be terminated by City, Architect shall indemnify City against loss pertaining to this termination. In the event that City terminates the Agreement for cause, and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Article 8.2 and the provisions of Article 8.2 shall apply.

## **ARTICLE 9** **DEFAULT**

**9.1** 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 submitted by the Contractor and accepted by the City;
- 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 Subcontractors or Suppliers (if any) for any Services;
- D.** Contractor has become insolvent or has assigned the proceeds received for the benefit of Architect's creditors, or Architect has taken advantage of any insolvency statute or debtor/creditor law or, if Architect'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.

**9.2** 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 8.3. 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 8 above, and its right for damages under Article 9.3.

**9.3** 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 actually expended by City, including procurement and administrative costs.

**9.4** City may take advantage of each and every remedy specifically existing at law or in equity. Each and every 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 10** **DELIVERY OF MATERIALS**

**10.1** Upon receipt of notice of termination under Articles 8 or 9 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.

**10.2** 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 5 above.

## **ARTICLE 11** **CONTRACT DOCUMENTS**

**11.1** 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 Proposal;
- Solicitation, General Provisions;
- General Conditions;
- Technical Specifications;
- Referenced Standard Specifications; and
- Drawings.

**11.2** 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 12** **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 13** **APPLICABLE LAW; ACCIDENT PREVENTION AND REGULATIONS**

Contractor shall comply with all applicable Laws and Regulations at all times. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors (if any) shall conform to all OSHA, federal, state, county and City Regulations while performing under 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 14** **AUDIT AND INSPECTION RIGHTS**

**14.1** 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.

**14.2** 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.

**14.3** 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 15**

## **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 16** **PUBLIC RECORDS**

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

**16.1.1** 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.

**16.1.2** 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.

**16.1.3** 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.

**16.1.4** Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and 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 any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

**16.1.5** 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.

**16.1.6 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](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

## **ARTICLE 17** **OWNERSHIP OF DOCUMENTS**

**17.1** Unless otherwise provided by law, any and all original designs, drawings, line drawings and specifications reports, computer disks, 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. Copies of all drawings and specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by the regulations of the Florida state authorities governing the practice of Contractors) of any drafts, work papers, samples, prototypes, models, sketches, conceptual or schematic drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which are the subject of this Agreement, regardless of the state of completion of the work, and regardless of the source (collectively, Contractor's "Work") that Contractor has retained in his possession.

**17.2** All Contractor's Work other than one set of original design drawings, line drawings, specifications, and prepared by the Contractor shall be the property of the City and may be used by the City as the City sees fit. The original physical drawings and specifications retained by the City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared.

**17.3** To the fullest extent permitted by Federal and Florida law, Contractor hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights regarding Contractor's scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent rights being transferred to the City that are related to the Contractor's scope of work performed on the Project.

**17.4** In addition, to the fullest extent permitted by Federal and Florida law, Contractor agrees to require its sub-Contractors, vendors, architects, engineers and other professional trades who perform services for the Project to transfer to the City all of their copyright, trademark, and patent rights related to their scope of work performed on the Project. Prior to the commencement of any scope of work and also at the conclusion of the Project, Contractor agrees to have its sub-Contractors, vendors, architects, engineers and other professional trades sign any and all further documents deemed necessary by the City to protect the copyright, trademark and patent

rights being transferred to the City that are related to their scope of work performed for the Project.

**17.5** Contractor agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent the City's prior written consent, and further agrees not to reuse same for any purpose without the City's prior written consent. Contractor expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, who may reuse them as it sees fit. Upon the completion or termination of Contractor's involvement on a given Project, any and all documents, information or use rights provided to the Contractor for purposes of or in connection with the Contractor's performance of this Agreement in connection with that Project, or otherwise related to the Project, shall be returned to the City, without Contractor retaining any copies except that Contractor retain copies of documents or information furnished by the City which were influential in Contractor's production of the Work, so long as the Contractor holds same in confidence and does not disseminate them or share them with any other third parties.

**17.6** The City recognizes that Electronic Form Documents are not intended to be used for the work, are not Contract Documents under the terms of the Contract, may be revised by others without the knowledge or consent of the Contractor, and, when plotted, may result in variances or corrupt other files of the user. The City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Contractor will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display, all indices of the Contractor's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Contractor.

**17.7** All finished or unfinished documents, including but not limited to detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the City or furnished by Contractor pursuant to any Project Agreement shall become the property of the City, whether the Specific Project for which they are made is completed or not, and shall be delivered by Contractor to City within 10

calendar days after receipt of written notice requesting delivery of said documents. In no event shall the Contractor use or permit to be used any of the documents without the City's prior written authorization.

**17.8** All subcontracts for the preparation of reports, studies, plans, drawings, specifications or other data entered into by the Contractor for this Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the City.

**17.9** All final plans and documents prepared by the Contractor shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

## **ARTICLE 18** **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

**18.1** 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 ordinances as they may be amended from time to time.

**18.2** 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.

**18.3** The knowing employment by Contractor or its Subcontractors or Subcontractors 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 19** **INSURANCE**

**19.1** Contractor shall furnish to the City of Miramar, 2300 Civic Center Place, Miramar, Florida 33025, before the commencement of Work, certificates of insurance and all required endorsements that indicate the insurance coverage has been obtained and meets the requirements set forth in the General Conditions and the following:

- Commercial General Liability:  
\$1,000,000 each occurrence, \$2,000,000 general aggregate;
- Professional Liability: \$1,000,000;
- Products and Complete Operations Aggregate: \$2,000,000;
- Personal Injury and Advertising Injury: \$1,000,000;
- Bodily Injury, \$1,000,000 each person, \$1,000,000 each occurrence;
- Property Damage, \$500,000 each occurrence or combined single limit of \$1,000,000 each occurrence;
- Automobile Liability: \$1,000,000 combined single limit per accident;
- Workers Compensation and Employers Liability: \$1,000,000 each accident, \$1,000,000 each employee for injury by disease, \$1,000,000 aggregate for injury by disease.

**19.2** 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.

## **ARTICLE 20** **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. 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 21** **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 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 delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her 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 delivery of Services, be excluded from participation in, be denied any Services, or be subject to discrimination under any provision of the General Conditions.

## **ARTICLE 22** **COSTS AND ATTORNEY FEES**

If either City or Contractor is required to enforce the terms of this Agreement 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 court costs and reasonable attorney's fees.

## **SECTION 23** **CONFLICT-OF-INTEREST**

**23.1** 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 Subcontractors utilized by Contractor in completion of the Work tasks under this Agreement.

**23.2** 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 24** **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 25** **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 26** **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 27** **NOTICES**

All notices or other communications required under this Agreement shall be in writing and shall be given by Electronic Mail Transmittal, hand-delivery, 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: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Telephone: [REDACTED]  
Fax: [REDACTED]  
Email: [REDACTED]

### **TO THE CITY OF MIRAMAR:**

ATTN: Dr. Roy L. Virgin, City Manager  
CITY OF MIRAMAR  
2300 Civic Center Place  
Miramar, Florida 33025  
Telephone: (954) 602-3115  
Fax: (954) 602-3672  
Email: [rvirgin@miramarlfl.gov](mailto:rvirgin@miramarlfl.gov)  
**WITH A COPY TO:**

City Attorney  
Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, FL 33311  
Telephone: (954) 768-9770  
Email: [miramarcityattorney@apnwplaw.com](mailto:miramarcityattorney@apnwplaw.com)

## **ARTICLE 28** **CITY'S OWN FORCES**

**28.1** 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.

**28.2** 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 29** **LIMITATION OF LIABILITY**

**29.1** 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.

**29.2** 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.

**29.3** 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 30** **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 31** **THIRD PARTY BENEFICIARY**

It is specifically agreed 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 32** **WARRANTY AND GUARANTEE**

Architect warrants that its Services are to be performed within the limits prescribed by City and with the usual thoroughness and competence of Architect's profession. Architect shall be responsible for technically deficient designs, reports or studies due to errors and omissions directly related to the Services provided by Architect pursuant to this Agreement for four years after the date of acceptance of the Services by City. Architect shall, upon the request of City, promptly correct or replace all Defective Work due to errors or omissions directly related to the Services provided by Architect pursuant to this Agreement at no cost to the City.

### **ARTICLE 33** **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 34** **HEADINGS AND INTERPRETATION**

Title and paragraph headings are for convenience only 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 binds 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 Contract Documents.

## **ARTICLE 36** **REAFFIRMATION OF REPRESENTATIONS**

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

## **ARTICLE 37** **SCRUTINIZED COMPANIES**

**37.1** 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.

**37.2** 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.

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

**37.4** 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 38** **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) is employed, an applicable certificate of competency or license issued to the Subcontractor(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 39** **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 40** **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 written below.

**CITY OF MIRAMAR:**

By: \_\_\_\_\_

City Manager

Dr. Roy L. Virgin

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

Denise A. Gibbs, City Clerk

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.



**RFP 25-03-16**  
**Exterior LED Screens For Cultural Arts**

Rank	Proposer Name	Rater # 1	Rater # 2	Rater # 3	Total
<b>1</b>	Koncept Systems, LLC	90	80	83	<b>253.00</b>
<b>2</b>	Smart Network Solutions Communications	67.11	71.11	73.11	<b>211.33</b>
<b>3</b>	Audio Visual Innovations, Inc.	51.8	65.8	61.8	<b>179.40</b>
<b>4</b>	Solarium Energy Corp	44.46	63.46	52.46	<b>160.38</b>
	i2 Visual, Inc	Non - Responsive			

Rater 1	MAX	Audio Visual Innovations, Inc.	i2 Visual, Inc.	Koncept Systems, LLC	Smart Network Solutions Communications	Solarium Energy Corp
Experience and Expertise	<b>30</b>	20		30	20	10
Resources and Methodology proposed to deliver the Scope of Services	<b>20</b>	10		20	15	10
Installation Plan and Project Timeline	<b>10</b>	5		10	10	5
Price	<b>15</b>	11.8		15	7.11	14.46
References	<b>15</b>	0		15	15	5
CBE/SBE Firms	<b>5</b>	0		0	0	0
Local Preference	<b>5</b>	5		0	0	0
	<b>100</b>	51.8		90	67.11	44.46

Rater 2	MAX	Audio Visual Innovations, Inc.	i2 Visual, Inc.	Koncept Systems, LLC	Smart Network Solutions Communications	Solarium Energy Corp
Experience and Expertise	<b>30</b>	25		26	27	24
Resources and Methodology proposed to deliver the Scope of Services	<b>20</b>	16		17	15	14
Installation Plan and Project Timeline	<b>10</b>	8		7	7	6
Price	<b>15</b>	11.8		15	7.11	14.46
References	<b>15</b>	0		15	15	5
CBE/SBE Firms	<b>5</b>	0		0	0	0
Local Preference	<b>5</b>	5		0	0	0
	<b>100</b>	65.8		80	71.11	63.46

Rater 3	MAX	Audio Visual Innovations, Inc.	i2 Visual, Inc.	Koncept Systems, LLC	Smart Network Solutions Communications	Solarium Energy Corp
Experience and Expertise	<b>30</b>	25		25	25	18
Resources and Methodology proposed to deliver the Scope of Services	<b>20</b>	15		20	18	10
Installation Plan and Project Timeline	<b>10</b>	5		8	8	5
Price	<b>15</b>	11.8		15	7.11	14.46
References	<b>15</b>	0		15	15	5
CBE/SBE Firms	<b>5</b>	0		0	0	0
Local Preference	<b>5</b>	5		0	0	0
	<b>100</b>	61.8		83	73.11	52.46

**TOTAL**

179.4

0

253

211.33

160.38

**NOTES ON  
RESPONSES**

Audio Visual Innovations, Inc.	i2 Visual, Inc.	Solarium Energy Corp
MISSING REFERENCES	DID NOT PROVIDE PRICING	PROVIDED ONLY ONE REFERENCE

## ***Project Name: Exterior LED Screens for Cultural Arts***

***Solicitation # RFP 25-03-16***

**Evaluation Meeting Date: July 22, 2025**

## *Cost*

$$\frac{\text{Lowest Price}}{\text{Proposed Price}} \times \text{Total Score}$$

	<i><b>Vendor Name</b></i>	<i><b>Total Proposed Fee</b></i>	<i><b>Price Points-</b></i>	<i><b>Total Points- (Out of 15 points)</b></i>
	<b>Koncept Systems, LLC</b>	\$425,373.02	15.00	15.00
	<b>Solarium Energy Corp</b>	\$441,203.00	15.00	14.46
	<b>Audio Visual Innovations, Inc.</b>	\$540,798.20	15.00	11.80
	<b>Smart Network Solutions Communications</b>	\$896,921.00	15.00	7.11

## Existing Signage



## Proposed Signage

