

MIAMI BEACH

Finance - Accounts Payable
1700 Convention Center Drive
Miami Beach FL, 33139

PHONE
305-673-7590

HOURS
Monday - Friday
8:30 am - 5:00 pm
payables@miamibeachfl.gov

CONTRACT

Page 1 of 1

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

Contract #	19-30814
Department	POLICE SUPPORT SERVICES
Type	BID WAIVER
Sub Type	

Vendor Number: 4035

INTEGRATED SECURITY SYSTEMS INC.
1876 NW 7TH ST
MIAMI, FL 33125
JAVENDANO@TEAMISS.COM

CONTRACT INFORMATION	
Start	10/25/2021
Award	
Project	26100
Percent Complete	0.00
Completion Date	
Days - Original	123
Days - Modified	0
Days - Revised	123

RETAINAGE	
Cap	\$0.00
Retained to Date	\$0.00
Remaining	\$0.00
Liquidated	\$0.00
Permanently Withheld	\$0.00
Unrelieved	\$0.00
Completion Starting Percentage	0.00%
Completion Ending Percentage	100.00%
Percent to Retain	0.00%

CONTRACT DESCRIPTION	ORIGINAL AMOUNT	REVISED AMOUNT	LIQUIDATED AMOUNT	REMAINING AMOUNT
17TH ST PARKING GARAGE SURVELLIANCE SYSTEM	\$668,015.01	\$668,015.01		\$668,015.01

LINE #	ITEM	QTY	UOM	UNIT PRICE	AMOUNT
1		1.00	EACH	\$668,015.01	\$668,015.01
19-30814 for 17th Street Parking Garage Surveillance System Account 486-0461-069357-27-418-528-00-00-00-26100 in the amount USD 668,015.01					

Total Original	\$668,015.01
Total Revised	\$668,015.01
Total Liquidated	\$0.00
Total Contract Balance	\$668,015.01
Total Available	\$668,015.01

By: 
Procurement Director

Contract - Vendor Copy

Terms and Conditions

1. This purchase, blanket, or change order form properly signed by the Procurement Director or designee constitutes the entire agreement, unless there is a supporting agreement between the parties. Terms stated by Vendor in accepting or acknowledging this order shall not be binding unless accepted in writing by the City of Miami Beach, Florida (the City). Vendor may not transfer or assign this order without the City's prior written consent.
2. Vendor shall suitably pack, mark, and ship in accordance with any instruction from the City and the requirements of common carriers to secure the lowest transportation costs. Vendor shall be liable for any difference in freight charge or damage to the materials by its failure to comply therewith. Vendor will send the City a "Notice of Shipment" giving the number of the order, kind and amount of materials and route at or prior to time of shipment. All shipments shall include a packing slip.
3. Vendor shall render invoices as instructed on the face hereof immediately upon shipment or completion of order. Separate invoices must be rendered in duplicate for each order. All invoices must show our purchase or blanket order number. Invoices shall be in the same format as stated on the face hereof, or in the supporting agreement. Inaccurate invoices shall be rejected and shall not be considered rendered.
4. The City may return any materials which are defective, unsatisfactory, or of inferior quality or workmanship, or fail to meet specification or other requirements of this order. Such materials shall, unless accepted by the City, remain the property of Vendor and may be returned at Vendor's risk and expense, and Vendor shall reimburse the City for all prior payments therefor and/or costs incurred in connection with delivery or return of such materials.
5. Vendor warrants and represents that the materials will conform to the description and applicable specifications; shall be of good merchantable quality and fit for the known purpose for which sold; shall be free and clear of all liens and encumbrances and that Vendor has good merchantable title. This is in addition to any warranty or service guarantee given by Vendor to the City as provided by law.
6. Vendor shall comply, and has complied with all State, Federal and Local laws, regulations or order applicable to the purchase, manufacture, processing and delivery of materials, including but not limited to the Fair Labor Standards Act, of 1938, as amended; the provisions of Executive Order 10925.11114, and 11246, as amended, and any subsequent executive order relating to equal opportunity for employment on government contracts and all Rules and Regulations of the President's Committee on Equal Opportunity; the nondiscrimination clause contained in Section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by Secretary of Labor, all of which are incorporated herein by reference.
7. If Vendor shall default in any respect, or become insolvent, or if a petition in bankruptcy or insolvency is filed by or against Vendor under any State or Federal law, the City in addition to other rights or remedies, may terminate and cancel this order. A waiver of breach of any provision shall not be a waiver of any other breach of such provision or of any other provisions. The City shall not, in any event, be liable to Vendor for special, contingent, or consequential damages.
8. Delivery must be made within the time specified in this order. If the material is not delivered within such specified time, the City reserves the right to cancel the order or any part thereof. When terms of delivery are FOB Destination, Vendor shall pay all transportation charges, and when terms of delivery are FOB shipping point, freight charges shall be prepaid and added to invoice. All prices are considered FOB Miami Beach, Florida, unless otherwise indicated. The City will not be responsible for merchandise delivered to any destination other than that specified herein. Deliveries accepted 8:30 am to 4:30 PM. Monday through Fridays, except for holidays. Perishable material will be shipped so as to arrive at destination on Monday through Friday.
9. All communications and acknowledgements concerning this order must show this purchase or blanket order number and be directed to: The City of Miami Beach, City Hall Procurement Department, 1700 Convention Center Drive, Miami Beach, FL 33139.
10. Vendor shall defend any suit or proceeding brought against the City, its officers, agents, and/or employees based on a claim that the manufacture, sale, installation or the City intended use or resale of any of the materials covered constitutes infringement of any United States Letters Patent, now or hereafter issued, or violates any other proprietary interest (including copyrights, trademarks and trade secrets), if notified promptly in writing and given authority, information, and assistance (at Vendor's expense) for the defense of same: and Vendor shall pay all damages and costs, including attorney's fees, awarded against the City in such suit or proceeding. In the event the City is enjoined from use and/or resale of any of the materials covered by this order as a result of said suit or proceeding. Vendor shall (at its expense) expend all reasonable efforts to procure for the City the right to use and/or resell said materials. If Vendor cannot so procure the aforementioned right within a reasonable time, Vendor shall then promptly (at Vendor's expense): (1) modify said materials so as to avoid infringement of any patent or other proprietary interest, and (2) pay reinstallation costs in connection therewith, or (3) remove said materials and refund the purchase price and reimburse the City for the transportation and installation costs thereof. Vendor shall have the same obligations with respect to any claim for infringement of foreign patents or violation of other foreign proprietary interests if the City purchases hereunder for shipment to and for the use or resale in a foreign country and Vendor is so advised. This paragraph 10 shall constitute the sole agreement relating to liability for infringement or violation of proprietary rights unless expressly revised or revoked in writing.
11. Buyer's remedies, in the event of default by Vendor, shall be as provided by law, except as otherwise provided herein.
12. Each case or parcel must be labeled, showing the City's order number and complete description of contents. All barrels, boxes, bags, crates or other packages must be labeled with tag (linen tag preferred) securely fastened to packages, showing shipper's name and our order number. If not possible to attach tags, information must be printed on packages. Drop shipments and partials must be treated similarly.
13. If bid or contract terms, conditions and/or specification differ from those of this purchase or blanket order, the bid, contract or agreement shall take precedence.
14. Vendor shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this order.
15. Vendor, in connection with providing the above referenced Services/Products on behalf of the City of Miami Beach, Florida, agrees to indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Vendor, its officers, employees, agents, contractors, or any other person or entity acting under Vendor's control or supervision, in connection with, related to, or as a result of Vendor's performance under this Purchase Order. To that extent, Vendor shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys fees expended by the City in the defense of such claims and losses, including appeals.
16. This contract shall be construed and governed in accordance with the laws of the State of Florida and any dispute arising hereunder shall be resolved in a court of competent jurisdiction in Miami-Dade County, Florida. Vendor and City expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of, this Contract.
17. Call 305-673-7490/VOICE to request material in accessible format or information on access for persons with disabilities. For more information on ADA compliance please call 305-673-7080.