

C7 X A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND INTEGRATED SECURITY SYSTEM, INC., PURSUANT TO ITQ 2019-109-ND PURCHASE OF INSTALLATION, AND MAINTENANCE OF AXIS BRAND CLOSED-CIRCUIT TELEVISION CAMERA EQUIPMENT IN THE AMOUNT OF \$24,468.43 FOR THE INSTALLATION OF ADDITIONAL AXIS BRAND CLOSED-CIRCUIT TELEVISION CAMERA EQUIPMENT FOR THE 17TH STREET PARKING GARAGE, AND INCREASING THE TOTAL CONTRACT AMOUNT TO \$692,483.44; AND FURTHER, AUTHORIZING THE CITY CLERK AND INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1.

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Rickelle Williams, Interim City Manager

DATE: June 26, 2024

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND INTEGRATED SECURITY SYSTEM, INC., PURSUANT TO ITQ 2019-109-ND PURCHASE OF INSTALLATION, AND MAINTENANCE OF AXIS BRAND CLOSED-CIRCUIT TELEVISION CAMERA EQUIPMENT IN THE AMOUNT OF \$24,468.43 FOR THE INSTALLATION OF ADDITIONAL AXIS BRAND CLOSED-CIRCUIT TELEVISION CAMERA EQUIPMENT FOR THE 17TH STREET PARKING GARAGE, AND INCREASING THE TOTAL CONTRACT AMOUNT TO \$692,483.44; AND FURTHER, AUTHORIZING THE CITY CLERK AND INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1.

RECOMMENDATION

It is recommended that the Mayor and City Commission approve the Resolution authorizing the Administration to amend the contract between the City of Miami Beach and Integrated Security System, Inc.; and further, authorizing the Interim City Manager and the City Clerk to execute a final Agreement upon successful negotiations by the Administration.

BACKGROUND/HISTORY

On May 8, 2019, the City Commission adopted Resolution 2019-30814, authorizing the City Manager to negotiate agreements with Axis Communications, Inc. and its authorized channel partners to establish a pool of vendors for the purchase, installation, and maintenance of Axis brand closed-circuit television camera equipment.

On October 1, 2021, the City of Miami Beach entered into a contract with Integrated Security System, Inc. ("ISS") via Resolution 2019-30814 for the purchase, installation, and maintenance of Axis brand closed-circuit television camera equipment for the 17th street parking garage in the contract amount of \$668,015.01.

ANALYSIS

The Public Works Department's Sanitation Division requested ISS to update the original scope to include additional Axis brand closed-circuit television camera equipment on the 17th Street parking garage to include the Sanitation facilities area, priced at \$24,468.43. The installation of this additional video surveillance equipment will be an extension for the newly installed system in this garage and due to its strategic location, will allow the Public Works Sanitation Department personnel to monitor and surveillance their facility in this building.

The Miami Beach Police Department has assisted Public Works with the review of the cost proposal and determined it to be fair and reasonable. ISS will integrate the additional scope of work into the recently completed areas, allowing the continuity of extended warranty and maintenance of the complete system. As such, the administration recommends approving the

additional fund request in the amount of \$24,468.43 to expeditiously complete this work.

LOBBYIST DISCLOSURE

In accordance with Resolution No. 2023-32857, adopted by the City Commission on December 13, 2023, the following information has been provided by the Administration.

1. 1. Was the Agenda Item initially requested by a lobbyist, which, as defined in code Sec. 2-481, includes a principal engaged in lobbying? No.
2. 2. If so, specify name of lobbyist(s) and principals(s): Not Applicable

FISCAL IMPACT STATEMENT

Contracted Service – Installation of Axis brand closed-circuit television camera equipment on 17th Street Parking Garage in the amount of \$24,468.43.

FINANCIAL INFORMATION

Public Works Sanitation Account 17th Street Garage. Account 435-0430-000325-29413-511-00-00-00

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the Resolution authorizing the Administration to approve Change Order No. 1; and further, authorizing the Interim City Manager and the City Clerk to execute a final Agreement upon successful negotiations by the Administration.

Applicable Area

South Beach

Is this a “Residents Right to Know” item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Police

Sponsor(s)

Co-sponsor(s)

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	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	1.00	EACH	\$668,015.01	\$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.



Confidential Proposal

Prepared For:

*City of Miami Beach
and
Roland Aragunde*

City of Miami Beach - 17th Street Garage Additional Cameras_Rev1

Location:

614 17th Street

Miami Beach, FL, 33139

Proposal Number: 16103-3-0-23375

The data contained within the pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this

Integrated Security Systems
1876 North West 7th Street
Miami, FL, 33125
Phone 305-324-8800
Support 888.670.2226
www.TeamISS.com

FL EF-001199
DCRL 001&002
NC 2290-CSA
SC: BAC13489

Prepared By:

Jose Avendano

Account Executive

Phone: (305)-341-4623

javendano@teamiss.com



Proposal Number: 16103-3-0-23375
05/09/2024

Roland Aragunde
City of Miami Beach
614 17th Street
Miami Beach, FL 33139

RE: City of Miami Beach - 17th Street Garage Additional Cameras_Rev1

Dear Roland,

Thank you for the opportunity to participate in the Project for City of Miami Beach - 17th Street Garage Additional Cameras_Rev1.

Integrated Security Systems (ISS) is a leading systems integration company specializing in complex, technology driven security system solutions. We are a dedicated, dynamic and driven company of security professionals focused on delivering cutting edge, engineered systems.

ISS employs a design build approach and provides detailed, engineered device plans and drawings, system risers, details and point-to-point matrices for every project. ISS brings direct experience in providing the highest quality engineering, project management, installation and IT based support services. For our support and maintenance clients we offer a 24/7, 365-day help desk support. We can remote dial in for help desk support and real time instant response times.

Please do not hesitate to contact me should you have any questions or if I may be of assistance in any way. We thank you, once again, for the opportunity and we look forward to working with you and your team
With Kind Regards,

Jose Avendano
Account Executive
javendano@teamiss.com
(305)-341-4623
(305)-394-3920

Scope Of Work

Customer Details:

Site: 614 17th Street Miami Beach, FL 33139

Billing: 1700 Convention Center Drive 3rd Floor Miami Beach, FL 33139

Contact: Roland Aragunde (305) 673-7776 Ext. 37 RolandAragunde@miamibeachfl.gov

Proposal to add 7 new cameras to existing system as per customer's request. The additional cameras will be installed at locations described in provided sketch using EMT raceway and CAT 6 cable to IDF #8, and existing PoE switch spare ports will be utilized.

New cameras will be routed via existing LAN to existing Milestone NVR, the additional 7 cameras will increase system bandwidth and reduce video storage time to existing NVR.

CLIENT RESPONSIBILITIES

Client is responsible for, and must provide the following items:

- 110VAC Power if required.
- Provide access to work areas during installation time.

NOTES:

- Tax excluded.
- Proposal does not include Federal Wage System and/or Prevailing Wages.
- Permits process and fees included. Allowance of \$1,000.00 in the event fees exceed allotted amount then balance will be included with final invoice.
- All work will be done to code specifications and occur during normal ISS business hours.
- ISS's Standard One-Year Warranty on parts and labor provided is included in this proposal. However, warranty does not include damages due to owner negligence, vandalism, or acts-of-god. Any damages caused by the above will be billed at ISS's published parts and labor rates and will only proceed with written authorization.
- *Customer/Contractor shall not delay any progress payment or final payment to ISS if ISS's work cannot be fully completed due to deficiencies of work performed or provided by the Customer or other Contractors. In this event, ISS shall be paid based on percentage of work completed by ISS*



Proposal Number: 16103-3-0-23375

05/09/2024

Bill of Material

Customer Details:

Site: 614 17th Street Miami Beach, FL 33139

Billing: 1700 Convention Center Drive 3rd Floor Miami Beach, FL 33139

Contact: Roland Aragunde (305) 673-7776 Ext. 37 RolandAragunde@miamibeachfl.gov

Estimate

QTY	Description	Unit Price	Ext. Price
2	Axis P3265-LVE Outdoor 2MP Dome Camera w/ IR Deep	\$775.86	\$1,551.72
1	Axis 4MP dome w/ IR & deep learning	\$537.61	\$537.61
4	Axis Panoramic Camera	\$1,003.74	\$4,014.96
1,500	Cable, CAT6, 24Awg, 4-Pairs, Plenum, Blue Jacket	\$0.51	\$765.00
1	Axis T94T01D Outdoor Pendant Kit, P32XX Series	\$60.37	\$60.37
1	Axis T91E61 Wall Mount	\$50.15	\$50.15
1	Axis TQ1601-E Conduit Back Box for Wall Mount	\$60.37	\$60.37
4	Axis T94N02D Pendant Kit	\$70.62	\$282.48
4	T91B51 Ceiling Mount	\$121.79	\$487.16
7	Milestone XProtect Corporate Device License (DL)	\$347.05	\$2,429.35
7	Milesto One Year Care Plus for XProtect Corporate	\$63.37	\$443.59
1	Axis T94C01U Universal Mount	\$39.90	\$39.90

Financial Summary

Total Equipment:	\$10,722.66
Total Labor (\$115.00 x 98 Hours):	\$11,270.00
Total Permit Process and Fees:	\$2,316.19
Total Freight:	\$159.58

Purchase Price, Excluding taxes: \$24,468.43

.Note: The above price does not include sales tax

Terms & Conditions of Sale

1. SERVICES:

- Integrated Security Systems shall install, service, and warranty the system(s) as designed by Integrated Security Systems and approved by Customer, in accordance with Integrated Security Systems' Proposal (attached).

2. INSTALLATION CHARGES:

- The Customer agrees to pay Integrated Security Systems, its agents or assigns, the installation charge and, if applicable, the maintenance, and/or lease charge as listed in the Proposal, subject to the terms and conditions as listed in the Proposal and Sales and Service Agreement.

3. INSTALLATION, MAINTENANCE, SERVICE:

- a. Customer hereby authorizes and empowers Integrated Security Systems to perform or cause to be performed the work necessary to fulfill the terms of this Agreement, including but not limited to installation, maintenance, inspection, testing, and repair of the systems on its premises. Such work shall be performed in a workmanlike manner in accordance with Integrated Security Systems' standard practices and shall be completed in accordance with a mutually agreed upon schedule, unless stated otherwise in the Proposal. The obligation of Integrated Security Systems to provide service related to the maintenance of the system pertains solely to the items specified in the Bill of Materials as listed in the Proposal. Integrated Security Systems is not obligated to maintain, repair, service, replace, operate or assure the operation of any device, system, or property belonging to Customer or to any third party to which such specified systems or components are attached, unless specifically agreed upon in the Proposal.
- b. In order to protect Customer from losses resulting from, damage to, or destruction of Integrated Security Systems', Customer shall include such systems in the coverage provided in its liability and fire insurance policies. Integrated Security Systems will provide service availability in accordance with the coverage requirements listed in the Proposal and defined under "coverage type" while the equipment is located on the premises upon which it was installed.
- c. The service to be provided is intended to keep the equipment in, or restore the equipment to, good working order. Unscheduled, on-call remedial maintenance, is also to be provided by Integrated Security Systems under this Agreement as necessary. Service provided by Integrated Security Systems under this Agreement does not assure against, nor does Integrated Security Systems assume any liability for, interruptions in operation of the equipment covered by this Agreement. When covered by our Full Service Agreement, the service also includes preventative maintenance based upon the specific needs of the individual equipment as determined by Integrated Security Systems. Customer agrees for the existence of this contract, and for a period of 5 years following the end of this contract, not to employ, attempt to hire, retain, engage or otherwise consult with any current or former employees of ISS with regard to any of the work that is, will, or has been provided to Customer by ISS.

4. WARRANTY:

- a. The only warranty provided by Integrated Security Systems, is the limited warranty stated in the proposal, which shall not extend beyond the period stated in the proposal. Integrated Security Systems makes no other warranties, expressed or implied, of merchantability or fitness for a particular purpose. No responsibility is assumed for any incidental or consequential damages even if Integrated Security Systems has been advised of the possibility of such damages.
- b. The warranty will be voided if, during the warranty period, the Customer, Purchaser or End User connects to or interconnects with subsequent to the initial installation, devices not supplied or installed by Integrated Security Systems. The warranty will also be voided if warranted equipment is serviced by a non-Integrated Security Systems authorized organization.
- c. The warranty period shall commence when the Customer, Purchaser or End User has beneficial use of the system, or completion of system installation, whichever occurs first. Warranty does not apply to any product or installation which has been misused, abused or altered.

5. ACCESS:

- a. Integrated Security Systems' technicians shall have full and free access upon their arrival to the equipment covered under this Agreement to provide service thereon.

6. OWNERSHIP:

- a. For existing installations, the Customer represents that it is the owner of the equipment to be serviced under this Agreement, or, if not the owner, has authority from the owner to include such equipment under this Agreement.

7. DELAYS - INTERRUPTION OF SERVICE:

- a. Integrated Security Systems shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, other force majeure, loss of communication and or other signal transmission lines, or by any event beyond the control of Integrated Security Systems. Integrated Security Systems will not be required to furnish service to Customer while such interruption shall continue.

8. EQUIPMENT COVERED:

- a. Refer to attached Proposal or Equipment List as applicable.

9. OPERATION:

- a. Customer represents and agrees to properly test and set the system on every closing and to properly turn off the system on each opening (if applicable); to test any detection device, or other electronic equipment designated in the Proposal prior to setting the system for closed periods and to notify Integrated Security Systems promptly if such equipment fails to respond to the test; to use the equipment properly and follow proper operating procedures (if customer requires Integrated Security Systems service); if Integrated Security Systems representatives are sent to Customer's premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, to pay an additional service charge at the prevailing rate per occurrence; and that all walls, doors, skylight, windows or other elements of the premises as now constructed or to be constructed are or will be placed and maintained in such condition, at Customer's expense, as to permit proper installation and operation of the system(s).

10. EXCLUSIONS:

- a. Services to be provided by Integrated Security Systems pursuant to this Agreement do not include:
 - i. Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment with all facilities as prescribed by Integrated Security Systems and/or the equipment manufacturer, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in Rider "A" or the Proposal hereto.
 - ii. Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
 - iii. Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
 - iv. Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Integrated Security Systems' physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Integrated Security Systems equipment and devices not supplied by Integrated Security Systems.
 - v. Electrical work external to the equipment or accessories furnished by Integrated Security Systems.

11. ADDITIONAL CHARGES:

- a. Unless otherwise specified in the Proposal, service charges for the system are based upon coverage as specified in the "hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Integrated Security Systems' prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Integrated Security Systems' specific permission, nor permit the same by other Contractors.
- b. Any work performed by Integrated Security Systems to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Integrated Security Systems' prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Integrated Security Systems shall be corrected by Integrated Security Systems and paid for by Customer in accordance with Integrated Security Systems' prevailing rates.
- c. Integrated Security Systems shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement.

12. LIQUIDATED DAMAGES

- a. Integrated Security Systems' LIMITS OF LIABILITY: It is understood that Integrated Security Systems is not an insurer; that insurance for whatever reason or purpose and in whatever amount shall be obtained by Customer, if any is desired; that the sums payable hereunder to Integrated Security Systems by Customer are based upon the value of services offered and the scope of liability undertaken and such sums are not related to the value of property belonging to Customer or to others located on Customer's premises.
- b. Customer does not seek indemnity by this Agreement from Integrated Security Systems and specifically waives any rights for indemnity for any damages or losses caused by hazards to Customers, Invitees, Guests, or property. Integrated Security Systems MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEMS IT INSTALLS OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEMS AND SERVICES ARE DESIGNED TO DETECT. Customer agrees that Integrated Security Systems shall not be liable for any of Customer's losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed by this agreement or by negligent acts or omissions of Integrated Security Systems, its agents or employees. The Customer does hereby waive and release any rights of recovery against Integrated Security Systems that it may have hereunder.

12. LIQUIDATED DAMAGES (cont'd).

- c. It is agreed that it is impractical and impossible to fix actual damages which may arise from situations where there may be a failure of services provided, due to the uncertain value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert. Due to the inability of Integrated Security Systems to establish a causal connection between systems or service problems and Customer's possible loss, it is further agreed that if Integrated Security Systems should become liable for any losses or damages attributable to a failure of systems or services in any respect, its total liability to Customer shall be limited to \$250.00, which the Customer agrees is reasonable. The payment of this amount shall be Integrated Security Systems' sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer. No suit or action shall be brought against Integrated Security Systems more than one (1) year after the accrual of the cause of action therefore.
- d. Since it is agreed that the Customer retains the sole responsibility of the life and safety of all persons in the protected premises, and for protecting against losses to his own property or the property of others in the protected premises, Customer agrees to indemnify, defend and hold harmless Integrated Security Systems from any and all such claims and lawsuits including the payment of all damages, expenses, costs, and attorney fees incurred by Integrated Security Systems, its employees and agents, from and against all claims, lawsuits and losses, by persons not a party to this Agreement, against Integrated Security Systems for failure of its equipment or services in any respect, alleged to be caused by the improper operation of the system, whether due to malfunctioning or non-functioning of the system, or by the negligence, active or passive, of Integrated Security Systems.

13. RENEWAL:

- a. The Service Agreement portion of these conditions is self-renewing for the term provided herein and at the prices in effect as of the date of renewal unless modified or canceled by either party in writing not less than thirty (30) days prior to the expiration date of this Agreement.

14. TERMINATION/PAYMENT:

- a. Integrated Security Systems has the option to terminate this agreement for cause should any payment due from Customer to Integrated Security Systems remain overdue for a period of more than thirty (30) days. Should Integrated Security Systems elect to exercise such cancellation option, said exercise shall be in writing, sent by certified mail, return receipt requested, and such cancellation shall be effective upon receipt.

15. SUCCESSORS:

- a. The Agreement is not assignable by Customer except upon the written consent of Integrated Security Systems, which consent will not unreasonably be withheld.

16. ENTIRE AGREEMENT:

- a. This Agreement is to govern the providing of services by Integrated Security Systems to Customer as described herein. Nothing in this Agreement is to be construed as creating a lease or a leasehold agreement between the parties. This Agreement is not binding unless approved in writing by an authorized representative of Integrated Security Systems. If approval is not obtained, the only liability of Integrated Security Systems shall be to return to Customer the amount, if any, paid to Integrated Security Systems upon the signing of the Agreement by its Sales Representative.
- b. This writing, together with any individually signed acceptance of Proposals, rider, other attachments pertaining to this Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms and such Agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade what would supplement or conflict with its terms. This Agreement may only be amended in writing signed by both parties.

17. JURISDICTION:

- a. This Agreement will be governed by the laws of the State of Florida.

18. EXCLUSIONS:

- a. Permit and Processing fees are excluded from this proposal.
- b. 110 VAC.
- c. Network drops.
- d. System programming beyond initial programming required for system start and testing.

Signature Page

CONTACT INFO: Roland Aragunde City of Miami Beach 1100 Washington Avenue Miami Beach, , 33139- 305-673-7776 Ext. 37 RolandAragunde@miamibeachfl.gov	BILL TO: 1700 Convention Center Drive 3rd Floor Miami Beach, FL, 33139
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Project: City of Miami Beach

Quote #: 16103-3-0-23375

Total System Investment:	\$24,468.43	Tax not included
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Remarks

Work will be scheduled upon the receipt of an authorized signature and purchase agreement. An invoice from Integrated Security Systems (ISS) will be submitted for of the project upon award for mobilization and equipment purchase. ISS will perform all work during normal business hours (8am - 5pm) Monday through Friday. Work requested outside of these days and times will be charged at the then current rates for overtime, premium time and Holiday Time.

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the proposal involving extra cost of material or labor will become an extra charge over the sum stated above. The proposal will become a binding agreement only after the acceptance by Customer and approved by an authorized employee of Integrated Security Systems. as evidence by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise, or condition on behalf of Integrated Security Systems. which is not expressed herein.

<input type="checkbox"/> Proposal Accepted: Integrated Security Systems, Inc. is authorized to proceed with the work as proposed.	Proposal Submitted by:
Company: _____ Signature: _____ Name: _____ Title: _____ Date: _____	Company: Integrated Security Systems, Inc Signature: _____ Name: _____ Title: _____ Date: _____

This proposal shall remain valid for 60 days from 05/09/2024

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA, AND INTEGRATED SECURITY SYSTEM, INC., PURSUANT TO ITQ 2019-109-ND PURCHASE OF INSTALLATION, AND MAINTENANCE OF AXIS BRAND CLOSED-CIRCUIT TELEVISION CAMERA EQUIPMENT IN THE AMOUNT OF \$24,468.43 FOR THE INSTALLATION OF ADDITIONAL AXIS BRAND CLOSED-CIRCUIT TELEVISION CAMERA EQUIPMENT FOR THE 17TH STREET PARKING GARAGE, AND INCREASING THE TOTAL CONTRACT AMOUNT TO \$692,483.44; AND FURTHER, AUTHORIZING THE CITY CLERK AND INTERIM CITY MANAGER TO EXECUTE CHANGE ORDER NO. 1.

WHEREAS, on May 8, 2019, Commission adopted Resolution 2019-30814, authorizing the City Manager to negotiate agreements with Axis Communications, Inc. and its authorized channel partners to establish a pool of vendors for the purchase, installation, and maintenance of Axis brand closed-circuit television camera equipment; and

WHEREAS, on October 1, 2021, the City of Miami Beach entered into a contract with Integrated Security System, Inc. via Resolution 2019-30814 for the purchase, installation, and maintenance of Axis brand closed-circuit television camera equipment for the 17th street parking garage, in the contract amount of \$668,015.01 (Total base bid \$607,286.37 and total owner's contingency \$60,728.64); and

WHEREAS, the Public Works Department, Sanitation Division, requested Integrated Security System, Inc. update the original scope to include additional Axis brand closed-circuit television camera equipment on the 17th street parking garage, priced at \$24,468.43; and

WHEREAS, the Police Department has assisted Public Works with the review of the cost proposal and determined it to be fair and reasonable. As such, the Administration recommends approving the additional fund request in the amount of \$24,468.43, a copy of which is attached to the City Commission Memorandum, in order to expeditiously complete this work.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission hereby approve Change Order No. 1 to the contract between the City and Integrated Security System, Inc., pursuant of ITQ No. 2021-109-ND Purchase Installation & Maintenance of Axis Brand Closed Circuit Television Camera Equipment in the amount of \$24,468.43 to furnish and install additional camera equipment for the 17th street parking garage, and increasing the total contract amount to \$692,483.44; and further, authorizing the City Clerk and Interim City Manager to execute Change Order No. 1.

PASSED and ADOPTED this _____ day of _____, 2024.

Steven Meiner, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6/17/2024

Date