RESOLUTION No. 18-119

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, PURSUANT TO SECTION 2-321 OF THE CITY CODE OF ORDINANCES, WAIVING THE COMPETITIVE BID PROCESS AND APPROVING THE PURCHASE OF FLOOR MATS FROM SIGNATURE SYSTEMS GROUP FOR AN AMOUNT NOT TO EXCEED \$29,553.70; APPROVING A BUDGET TRANSFER IN THE AMOUNT OF \$29,553.70 FROM PARKS & RECREATION ACCOUNT No. 001.90005.500650 TO THE PARKS & RECREATION ACCOUNT No. 001.90005.500640; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, since the opening of Doral Legacy Park in August of 2017, the facility has been utilized several occasions for various events all which have utilized the gym space inside of the community center; and

WHEREAS, in an effort to ensure that the wood floor in the gym is not damaged during these events, the City had reached out to U.S. Southern Command and requested to utilize their floor mats to protect the floor and prevent damages caused by foot traffic, stages, tables, and chairs; and

WHEREAS, the transporting of the floor mats from their location to Doral Legacy Park has presented logistic issues and requires a lot of staff time. In addition, the City of Doral ("City") does not have priority use of the floor mats as they are the property of U.S. Southern Command; and

WHEREAS, due to the increasing number of future events which will take place in the gym at Doral Legacy Park, the City feels that it's in the best interest of the City to purchase its own floor mats to store onsite in order to protect the wood flooring during these events; and WHEREAS, section 2-321 of the City of Ordinances authorizing the waiver of competitive bidding, upon the recommendation of the City Manager that it is in the City's best interest to do so due to the nature of the good and/or services; and

WHEREAS, staff researched and obtained five (5) quotes from vendors who provide floor mats and found the quote provided by Signature System Group to be the lowest, most responsive, responsible bidder, which provides the floor mat system desired by the City based on the needs for Doral Legacy Park; and

WHEREAS, the City Manager has recommended waiver of the competitive bid process given the nature of the mat system provided by Signature Systems Group and the additional research conducted by staff on alternative systems; and

WHEREAS, staff respectfully requests the approval to purchase floor mats to be utilized for the gym at Doral Legacy Park from Signature Systems Group for an amount not to exceed \$29,553.70.; and

WHEREAS, staff is also requesting approval to transfer funds in the amount of \$29,553.70 from account 001.90005.500650 to account 001.90005.500640 for the purchase of the floor mats.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

<u>Section 2.</u> <u>Waiver; Approval & Authorization.</u> Pursuant to section 2-231 of the City Code of Ordinances, and upon the recommendation of the City Manager, the competitive bidding process is waived in the favor of Signature System Group for purchase

of floor mats for Doral Legacy Park. The Purchase of said floor mats from Signature System Group in an amount not to exceed \$29,553.70, pursuant to the attached, quote, which is incorporated herein and made a part hereof, is approved. The transfer of funds in the amount of \$29,553.70 from the Parks & Recreation Account No. 001.90005.500650 to the Parks & Recreation Account No. 001.90005.500640 is approved.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Rodriguez who moved its adoption.

The motion was seconded by Councilmember Mariaca and upon being put to a vote, the

vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Ana Maria Rodriguez	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 8 day of August, 2018.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST: CONNIE DIAZ, CMC CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL

WEISS, SEROTA, HELPMAN, COLE, & BIERMAN, P.L. CITY ATTORNEY

EXHIBIT "A"



1201 LAKESIDE PARKWAY, STE 150 | FLOWER MOUND, TX 75028 | signaturecorp.com

City of Doral

Issued Wed Jun 13, 2018 Expiration Date Sat Jun 23, 2018 Account Terms PREPAID BILL TO: City of Doral 8401 Northwest 53rd Terrace Miami, FL 33166, US

BILLING CONTACT: Andrew Lopez 786-368-1079

QUOTE #:20085629

SHIP TO: City of Doral 8401 Nw 53rd Ter Miami, FL 33166, US

SHIPPING CONTACT: Andrew Lopez 786-368-1079

PRODUCT	PRODUCT LINE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
100461	CARPETDECK	CARPETDECK 2 TILE, 2M X 1M, GRAY Discount Approved by JP*	615	41.50	25,522.50
100468	TRANSPORT CARTS	CART, TRANSPORT, CARPET DECK, 43"X80" 70-100 tiles / Cart; Discount Approved by JP*	7	420.00	2,940.00
900006	FREIGHT OUTBOUND	FREIGHT	1	1,091.20	1,091.20
			Subtotal		29,553.70
			Grand Total (USD)		29,553.70

FREIGHT INFORMATION

Delivery Option :	Delivery
Loading Dock? :	Yes
Limited Access :	Yes
What Are The Delivery Hours? :	8a-3p
Property Type :	Business

ADDITIONAL INSTRUCTIONS:

*** Delivery Date to be determined by customer. There will be no charge for storage prior to Delivery.***

PREPARED BY:

Jeffrey Press (212) 203-8624

PLANNED SHIP DATE: REQUESTED DELIVERY DATE:

Page 1 of 2



1201 LAKESIDE PARKWAY, STE 150 | FLOWER MOUND, TX 75028 | signaturecorp.com

jpress@signaturecorp.com

QUOTE ACCEPTANCE FORM

Signature	
Name	
Title	
Date	

REMIT TO:

Signature Systems Group PO Box 776370 Chicago, IL 60677-6370

TERMS AND CONDITIONS

Placing an Order: a) Quotations are valid for up to 30 days. If quotes are 31 days or older, please call to ensure that prices have not changed. b) Shipping may be longer during peak season.

Order Payment: a) We accept hard-copy Purchase Orders from schools and municipalities in the U.S. b) To qualify for Net 30 terms, please complete and send in the Credit Application. c) We accept all major credit cards, including: Visa, MasterCard, American Express and Discover.

Shipping: a) Unless you select your own shipper, we will choose the best shipper based on your order, destination and delivery time. b) At the time you place the order, we will provide our best estimate for delivery times. c) Please inspect all freight shipments before signing. Failure to note damages on a freight bill may result in a denied damage claim.

Return Policy: a) Defective products will be exchanged promptly. b) Product damaged in transit and or shorted: we will exchange/replace products that were damaged in transit providing that we are made aware of the damage or shortage at the time of delivery. Important: Customer must note on bill of lading, in the presence of the driver, that product was received in a damaged condition or if there is a shortage. If possible, please take digital photos to provide visual proof of damage. Without a notation of damage we are unable to file a claim against the shipping carrier and may be unable to provide replacement. c) We accept returns of unused and undamaged non-defective product within 10 business days. There is a minimum 15% restocking fee and the customer is responsible for all round-trip freight charges. After product has been inspected and the return has been approved, we will issue a refund in the same form that we received payment (i.e. if you paid by credit card, we will issue a credit card refund, etc.). We cannot accept returns of used product. Customer must carefully repack materials in a manner suitable for return shipment without damage. Customer is responsible for any damage incurred during return shipment. d) We are not able to accept returns on custom orders.

Cancellation Policy: We reserve the right to charge a cancellation fee of the greater of \$200 or 1% of the invoice price for any canceled order prior to shipment. Orders canceled after shipment is subject to our Return Policy.

Pickups: It is possible to pickup product directly from our warehouses. All pickups must be arranged at least one day in advance of pickup date. Please note: customers that pickup in their own vehicle (vs. common carrier) are required to pay applicable sales tax