

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
INTERMEDIA TOUCH, INC.
FOR
PURCHASE AND CONFIGURATION OF INTERACTIVE KIOSKS**

THIS AGREEMENT, dated as of the 13 day of April, 2017, is made between Intermedia Toch, Inc. a Florida corporation, (hereinafter the "Consultant"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for purchase and configuration of two(2) interactive kiosks for City facilities(the "Project"); and

WHEREAS, the City desires to engage the Consultant to perform the services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 The Consultant shall furnish professional services to the City as set forth in the Scope of Services..
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through September 30th, 2017, unless earlier terminated in accordance with Paragraph 8. The City Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.

3. Compensation and Payment.

- 3.1 The Consultant shall be compensated in the following manner:

Fifty percent(50%) deposit and fifty percent(50%) upon delivery and acceptance of kiosks and operational content management solutions, however, total payments to Consultant shall not exceed \$49,690.00, without the prior written approval of the City. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

4.2 Any sub-consultants used on the Project must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the City.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit B. The insurance carrier shall be qualified to do business in the

State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys' Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this

Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

- 12.2 The provisions of this section shall survive termination of this Agreement.
- 12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edward A. Rojas
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Daniel A Espino, Esq.
City Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce De Leon Boulevard, 7th Floor
Coral Gables, FL 33134

For The Consultant: Cristina Miller
President & CEO
Intermedia Touch, Inc.
2600 NW 75 Avenue, Suite 200
Miami, FL 33122

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this

Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the 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.

23. **Prohibition of Contingency Fees.**

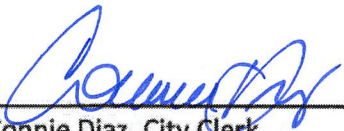
23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

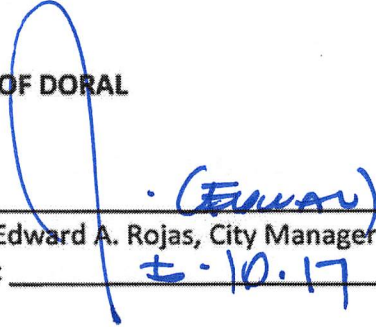
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its President & CEO, whose representative has been duly authorized to execute same.

Attest:



Connie Diaz, City Clerk

CITY OF DORAL

By: 

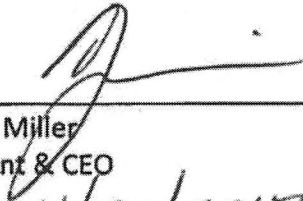
Edward A. Rojas, City Manager
Date: 4-10-17

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Weiss Serota Helfman Pastoriza Cole & Bonsike, PL
City Attorney

INTERMEDIA TOUCH INC.

By: 

Cristina Miller
President & CEO
Date: 4/22/2017

EXHIBIT

"A"

Scope of Services

SEE ATTACHED PROPOSAL 0316-058.1



PROPOSAL 0316-058.1

ITB# 2017-05 INTERACTIVE SIGNAGE SOLUTIONS

INTERMEDIA TOUCH INC
2600 NW 75 Avenue, Suite 200
Miami, FL 33122
www.intermediatouch.com



March 21, 2017

Dear City of Doral,

We are very excited and welcome the opportunity to work on your digital signage and content needs for the City of Doral. We have studied the materials you supplied and listened to your requests and now have a better understanding of what needs to be done to accomplish your goals.

The following documents proposal summarizes the key points of our previous discussions and serve as an outline assist you in evaluating your options:

- Hardware
- Software
- Training
- Terms and Conditions
- Maintenance and Support

Project activities will include evaluating, planning, developing and deployment. All of these can be managed by Intermedia Touch along with a point of contact from your team. Our work will be outlined in phases with associated content needs and launch dates.

We will devote every effort to ensuring the highest caliber of deliverable and look forward to working with you.

Sincerely,

Cristina Miller
President & CEO
Intermedia Touch Inc.

www.intermediatouch.com
Proposal 0317-058.1, ITB#2017-05

Table of Contents

Project Quotes..... 3

 Hardware 3

 Software : 22MILES License Fees 5

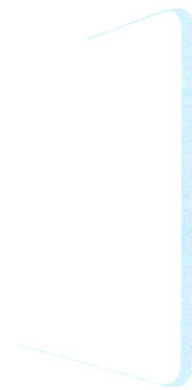
Maintenance & Support..... 9

Payment Terms and Conditions..... 10



PROJECT QUOTES

Hardware: 70" Interactive Outdoor Extreme Kiosk (Available in White or Black)



Qty	Model#	Description	Unit Price	Total
2	CUSTOM	70" Interactive Outdoor Kiosk – Exterior Extreme Features: Kiosk Computer: Industrial Motherboard Model: H61 CPU: Intel i3,3.3Ghz RAM:DDRIII 4GB Hard Disk: 500G HDD Integrated Net Card, Sound Card, Graphic Card 2 RS-232 Ports,6 USB Ports, 1 VGA,1 10/100M Net Port US standard power supply Monitor: 70" High Brightness Display Industrial display TFT LCD monitor Brand: L.G, SAMSUNG or Innolux monitor Brightness: 1500cd/m2 Contrast: 800:1 Max. Resolution: 1920x1080 Surface Hardness: Mohs' hardness rating of 7 Force<100G; Response Time: less than 10ms Touch Screen: Vandal-proof 6 points IR touch screen Material: Heat tempered glass with thickness 6mm Resolution: 4096'4096 Deviation of error: <2mm Light Transmittance: ≥ 92% Surface Hardness: 7 Mohs scale Lifetime :50,000,000 times at one single location Response time: less than 16 ms Touch activation force: 10-100g Cooling: Smart air conditioner , auto temperature detection and control Operating System: Windows 7, Trial Version Packing: Bubble Foam, Carton, EPE foam,Sturdy wooden case Warranty: 3 Years Shipping: Included	\$ 19,040.00	\$ 38,080.00
2	CUSTOM	Custom Wrapping	\$ 1,025.00	\$ 2,050.00
2	IBR600	Cradlepoint Compact Router	\$ 690.00	\$ 1,380.00
1	MISC	Peripherals, Tools & Accessories	\$ 500.00	\$ 500.00

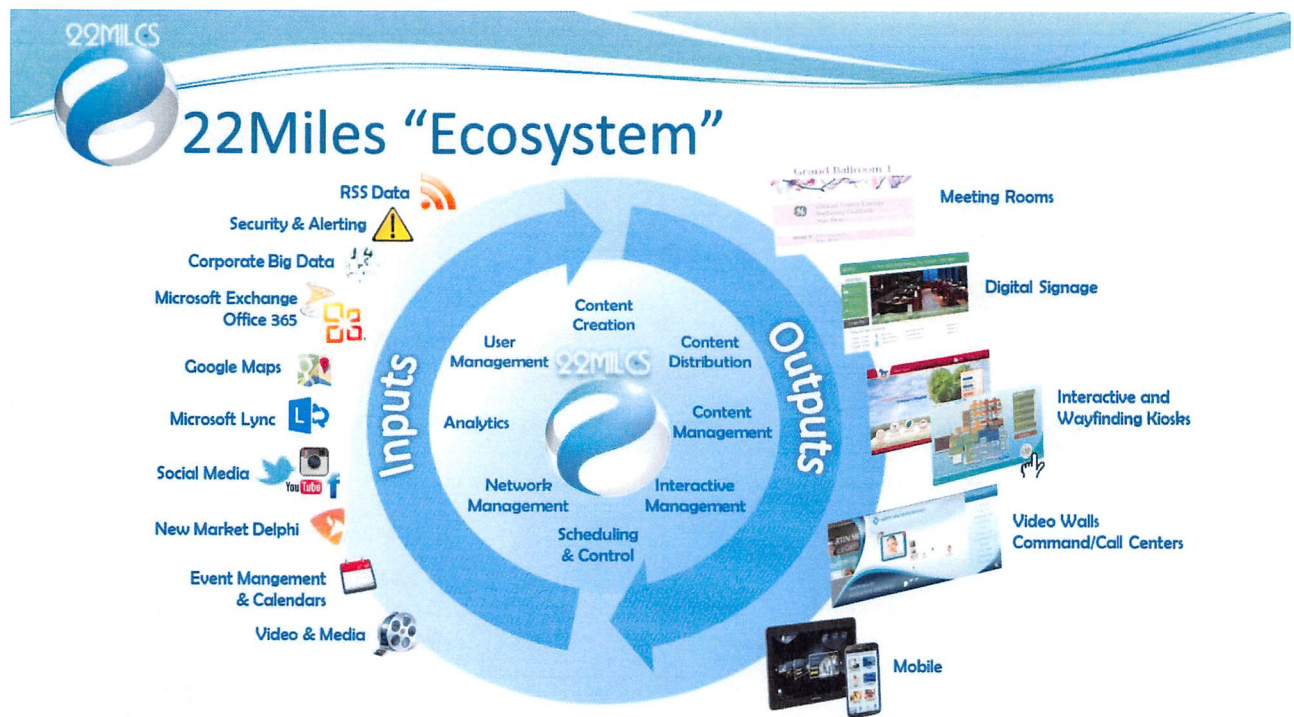
Total \$ 42,010.00*
50% Deposit Due \$ 21,005.00

Delivery:

Kiosk Available for delivery 12-16 weeks from receipt of deposit

*Sales Tax not included

Software: 22MILES Content Management System



Qty	Model#	Description	Unit Price	Total
1	Lic-SPCMS-CLD	<p>Publisher Cloud One time Fee</p> <p>Designer software for creating digital signage and interactive content. Includes easy-to-use Wayfinder Map development.</p> <p>Additional Features:</p> <ul style="list-style-type: none"> -Screen Layout Designer/Content Management System -Content update for individual or group kiosks; -Drag and drop to design/update your own Interactive Signage layout -Create slides, assign slides to players, and schedule -Free slide templates access in Template Center -Update Interactive Signage info, AdSign, events, feeds, media, and much more -Multi-level admin rights -System monitoring -Ready for system expansion -Map Designer/CMS for maps and hotspots -Drag and drop to update maps, places, rooms, routes, kiosk locations, facility icons, media, and much more -1st Year Software Maintenance & Technical Support Included 	\$ 2,495.00	\$ 2,495.00



Qty	Model#	Description	Unit Price	Total
2	LIC-TDPL-AD	<p>22Miles Interactive Unit License One time Fee</p> <p>Player software for digital signage and interactive content.</p> <p>Features</p> <ul style="list-style-type: none"> • Playout of rotating slides and support for images, video, flash and web content • Support for live data through XML and other third party databases and feeds • Group slides together and schedule • Widgets supported: Slideshow, RSS feeds, events, news, weather, photo/video. Album, twitter, QR codes and more • Multi-Touch Support • Unlimited buttons • Multi-Language Support • Screensaver Mode for when interactive content is idle • Interactive Google Map Interface with icons and popup info windows • First year software maintenance and technical support included • Optional additional year software maintenance \$ 255 	\$ 1,595.00	\$ 3,190.00
1	Lic-CM-Lite	<p>Content Manager Lite One time Fee</p> <p>Web-based Content Manager Lite for Cloud and Enterprise. Allows no-tech users to update content easily.</p> <p>Additional Features:</p> <ul style="list-style-type: none"> -Update text, images, assets, directory and other content; -Schedule content; -Manage kiosks 	\$ 295.00	\$ 295.00

Qty	Model#	Description	Unit Price	Total
1	Svc-CFGREMOTE	4-hour Remote Configuration Service	\$ 450.00	\$ 450.00
1	Spt-TRNREMOTE	4-hour Online Training	\$ 950.00	\$ 950.00
1	Spt-MTs1VRTL	First Year Standard Software Warranty & Support	Included	Included
2	Svc-HOSTPLY1	1-year Non-Video Wall Cloud Hosting <small>Annual Recurring</small>	\$ 150.00	\$ 300.00

Total	\$ 7,680.00*
50% Deposit Due	\$ 3,840.00

Delivery
 Approximately 3 weeks from receipt of Deposit

*Sales Tax not included



Technical Support is included for the first 6 months of the project.

Optional: Maintenance & Support

Complete Care Support Plan

- Repairs & Troubleshooting**
 - Includes 4 hours (Non-Rollover)
- Maintenance**
 - Monthly site visit for systems performance Check
 - Documentation Updates
- Dust Cleaning (Internal Components)**
- 24/4 System Monitoring (Hardware)**
- Hardware Warranty Replacement Support**
 - Includes communicating with manufacturers on warranty replacement
- Response Time**
 - 4 hours
- Support Hours**
 - 24/7 Monday –Sunday All Day
- Travel Charge**
 - \$ 50.00 per visit
- On Call – Per Incident Support**
 - Rate \$ 85 per hour

Plan Sub-Total \$ 500.00 Monthly (3 Units)

Note: Service Calls not a Complete Care are billed at \$ 125.00 Per hour plus travel

Terms and Conditions

- Hardware Payment Terms: 50% Deposit , 50% upon delivery
- Integrator proposes to furnish Integration and materials complete in accordance with the above specifications
- 50% Deposit is non-refundable and commits the purchaser to the entirety of the project.
- Software Payment Terms: 50% Deposit , 50% upon approval
- Integrator proposes to furnish Integration and materials complete in accordance with the above specifications
- All prices are FOB Origin; Shipping, Handling and Traveling charges will be invoiced as incurred; All kiosks or large item orders will include crate costs to be incurred over all shipping costs.
- The method of payment of the Price by the Client to Intermedia Touch shall be by: Check, ACH Transfer, Wire Transfer or Credit Card. US domestic Credit Card payment subject to 3% processing fee. International Credit Card payment subject to at least 7% processing fee, which varies by country.
- Client is responsible for all taxes except those specifically billed by Intermedia Touch.
- Professional Services: Fixed Hour Service packages: The service package sections of the quote include all Creative and/or Professional Services needed for the project and are estimated to the best of our abilities at the time of the quotation. Services typically include layout/Slide Design, Map Design, Content Input, 3rd Party Software/Systems Integration, Software Customization, Software Installation, Configuration, Training, Project Management, and similar. Intermedia Touch quoted these services based on the project scope of work estimated with client provided information. Client is responsible to provide accurate information, correct content and feature specifications in order for Intermedia Touch to quote accurately. Intermedia Touch will inform Client in advance if additional cost might be involved upon change to the scope of work, continuous change order requests, or if it is determined inaccurate information provided from the outset. Hourly service package: Client will be billed based on actual hours of work performed.
- Travel expenses: Onsite setup, configuration, training or support is optional. Upon Client's prior approval, Client is responsible for travel expenses incurred by Intermedia Touch or 22MILES personnel. All expenses included in the quote are estimates and will be billed separately based upon actual expenses.
- Regular lead time is 6-8 weeks for software customization once all of requested information has been received; 6-8 weeks for content creation and creative services once all of the creative materials have been received; 2-3 weeks for media player hardware; 2-4 weeks for display hardware; 6-8 for interactive video wall hardware; 7-10 for kiosk enclosures once the design has been finalized; the final installation date will be determined once all of the creative materials have been received
- Additional miscellaneous materials may be needed to complete install. If these items are purchased by Intermedia Touch or 22MILES, client will be billed separately.

- Prices are effective for 90 days from the date of this quote.
- 22MILES has copyrights and ownership to all 22MILES logos, trademarks, and developed software.
- Based on project requirements, and/or upon Clients' request, a Service Level Agreement (SLA) may be required to be signed prior to project initiation. If there's no SLA signed, the 22MILES standard warranty and support policy will apply.
- Limitation of Liability: In no event shall 22MILES or Intermedia Touch be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate the software/system.
- We will coordinate with other related trades, as required. Additional equipment required to achieve any Interface or Integration, unless specified in our proposal, can be made available as an above contract item.
- All equipment and materials remain the property of Integrator until paid in full.
- Legal interest commences 30 days after billing. Purchaser/Customer agrees to pay reasonable Attorney's fees upon default of payment. Finance charges of 1.5% will be charges monthly for past due balances.
- All return equipment is subject to a 25% restocking fee

All pricing, notes, payment terms and conditions are hereby accepted.



Signature

Typed or Printed Name

Title:

Date

Exhibit "B"

INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation Statutory- State of Florida

Employer's Liability

A. Limits of Liability	
\$1,000,000 for bodily injury caused by an accident, each accident	
\$1,000,000 for bodily injury caused by disease, each employee	
\$1,000,000 for bodily injury caused by disease, policy limit	

IV. Professional Liability/Malpractice/Errors of Omissions

A. Limits of Liability
Each Occurrence \$1,000,000

V. **Cyber Liability**

A. Limits of Liability
Each Occurrence \$1,000,000
Including Liability for Data Breach, Media Content, Privacy Liability
and Network Security.

VI. **Umbrella/Excess Liability (Excess Follow Form)**

A. Limits of Liability
Each Occurrence Included
Policy Aggregate Included

B. Endorsements Required
City of Doral listed as an additional insured
Excess Follow Form over all applicable liability policies herein
contained.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

RESOLUTION No.17-56

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID #2017-05 "INTERACTIVE SIGNAGE SOLUTIONS" TO INTERMEDIA TOUCH, INC.; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INTERMEDIA TOUCH, INC., SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, FOR THE PURCHASE AND CONFIGURATION OF TWO (2) INTERACTIVE KIOSKS FOR CITY FACILITIES, IN AN AMOUNT NOT TO EXCEED \$49,690.00, AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 12, 2017, the City of Doral (the "City") issued Invitation to Bid #2017-05 for "Interactive Signage Solutions" (the "ITB") for the purchase of information kiosks for City facilities; and

WHEREAS, in response to the ITB, three (3) bids were received by the advertised deadline, with all three meeting the bid criteria; and

WHEREAS, Intermedia Touch, Inc. was found to be a responsible and responsive bidder, providing the best interactive signs solution for the City; and

WHEREAS, staff has recommended the Mayor and City Council authorize the City Manager to enter into agreement Intermedia Touch, Inc. for the purchase of two (2) interactive kiosks for City Facilities, in an amount not to exceed \$49,690.00.

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.

Section 2. Approval of Award. Invitation to Bid #2017-05 “Interactive Sign Solution” is hereby awarded to Interactive Touch, Inc., subject to the entering into an agreement with the City on the same or substantially similar terms as presented in Interactive Touch, Inc.’s submittal, attached hereto as Exhibit “A”, which is incorporated and made a part hereof by this reference. The award of the ITB does not in and of itself vest Interactive Touch, Inc. with any contractual rights.

Section 3. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to procure two (2) interactive sign kiosks and corresponding software for City facilities in the amount of \$49,690.00. The City Manager is authorized to expend budgeted funds in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption.
The motion was seconded by Councilmember Rodriguez and upon being put to a vote,
the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Not Present at Time of The Vote
Councilwoman Christi Fraga	Yes
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 12 day of April, 2017.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



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