

RESOLUTION NO. 21-016

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING AN EMERGENCY PROCUREMENT FOR THE INSTALLATION OF ACCESS CONTROL SYSTEMS AT GARRISON BIGHT DINGHY DOCK AND LIVEBOARD BATHHOUSE FACILITIES BY MINUTEMAN SECURITY TECHNOLOGIES, AS PROVIDED FOR UNDER SECTION 2-797(2) OF THE CODE OF ORDINANCES, IN A TOTAL AMOUNT OF \$58,283.54; AUTHORIZING NECESSARY BUDGET TRANSFERS; PROVIDING FOR AN EFFECTIVE DATE ,

WHEREAS, in January 2021 the TruPortal access control system, which had provided secure access to the Dinghy Dock, Liveboard and Transient bathhouse facilities, stopped functioning; and

WHEREAS, TruPortal Access Solutions stopped providing service and equipment support, and the Adobe interface the system relied upon was discontinued in January 2021, so the access system requires full replacement; and

WHEREAS, without a functioning access system, the restroom facilities must be left unlocked, which poses a security risk for tenants and the City; and

WHEREAS, City staff had been researching access control providers, with the intention of replacing the system in FY 22, but in the interests of tenant safety, it became necessary to replace the system immediately; and

WHEREAS, the City Manager acted without delay, using emergency powers authorized under Section 2-797(2) of the City's Code of Ordinances, and executed an Emergency Procurement on January 28, 2021, to authorize and procure new access control systems from MinuteMan Security Technologies to remedy the clear and present threat to public property and the welfare of tenants at Garrison Bight; and

WHEREAS, Section 2-797(2) of the City's Code of Ordinances requires the City Commission to ratify such emergency purchases at its next scheduled meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That an emergency task order for MinuteMan Security Technologies is hereby ratified pursuant to section 2-797(2), in an amount not to exceed \$58,283.54 for installation of access control systems at the dinghy dock and the liveaboard/transient bath houses at Garrison Bight.

Section 2: That a transfer of funds in the amount of \$58,283.54 from Garrison Bight Reserves account 413-7552-575-9803 into the Repairs and Maintenance Account Nos. 413-7551-575-4600 (liveaboard & transient bathhouses - \$31,558.70) and 413-7554-575-4600 (dinghy dock bathhouse - \$26,724.84) for this project is hereby authorized.

Section 3: That the City Manager or designee is authorized to execute any necessary documents to effectuate the purchase and installation of the access control systems.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 17th day of February, 2021.

Authenticated by the Presiding Officer and Clerk of the Commission on 18th day of February, 2021.


Filed with the Clerk on February 18, 2021.

Mayor Teri Johnston	<u>Yes</u>
Vice Mayor Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Gregory Veliz, City Manager

FROM: Karen Olson, Deputy Port and Marine Services Director

Cc: Patti McLauchlin, Assistant City Manager
Doug Bradshaw, Port & Marina Services Director

DATE: January 28, 2021

SUBJECT: Ratify Emergency Procurement Award to MinuteMen Security Technologies

ACTION STATEMENT:

Ratification of Emergency Declaration and budget transfer for the procurement of the City Marina's Access Control System to MinuteMen Security Technologies in the amount of \$58,283.54 pursuant to Subpart A, Chapter 2, Article VII, Division 3, Subdivision 2, Sec. 2-797 of the City of Key West Code of Ordinances executed by the Assistant City Manager on January 28, 2021.

BACKGROUND:

City Marina at Garrison Bight has three restroom/ shower facilities, the dinghy dock bathhouse, the liveaboard bathhouse and the transient showers/ restrooms located in the new Dockmaster building. These facilities were controlled by an access control system manufactured by TruPortal Access Solutions. This system allowed us to control and monitor use of the facilities by distributing card keys to the users. As of late 2019/early 2020 TruPortal is no longer providing services or equipment.

The access control systems at the dinghy dock and liveaboard bathhouses started having issues in early spring of 2020 but we were able to scavenge parts from other locations to keep them up and running. We have been researching new systems to budget for the upcoming fiscal year.

PURPOSE & JUSTIFICATION:

In early January 2021 the Adobe interface for the Truportal system shut down rendering the City Marina's access control system useless. Not having access control to our facilities requires the City to leave the restrooms unlocked which is not in the best interest of our tenants or the City. We have worked diligently to come up with a system that will fit our needs, is upgradeable and can integrate with the Key West Historic Seaport and City Hall. We consider this an emergency and are asking that we move this forward as expeditiously as possible per Section 2-797(2): *Emergency procurement* as there exists a "clear and present threat to public health, property, welfare, safety".

Key to the Caribbean - Average yearly temperature 77° F.

MEMORANDUM

With written approval first from Mark Finigan, Finance Director, followed by Patti McLauchlin, Assistant City Manager, verbal approval was given to MinuteMen Security Technologies to proceed with the equipment purchase. Staff then followed through with a formal Declaration of Emergency approval for issuance of purchase order. We anticipate the equipment to be shipped the week of February 9th followed by installation.

FINANCIAL IMPACT:

This was an unbudgeted expense for the dinghy dock bathhouse \$26,724.84 and the liveboard/transient bathhouses \$31,558.70. Funds in the total amount of \$58,283.54 were transferred from Reserves.

RECOMMENDATION:

Staff recommends ratification from the Commission to MinuteMen Security Technologies in the amount of \$58,283.54 pursuant to Sec. 2-797, Emergency Procurement for the City Marina's Access Control System and authorizing the budget transfer.



THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EMERGENCY DECLARATION

To: Patti McLauchlin, Assistant City Manager

Cc: Gregory Veliz, City Manager
Doug Bradshaw, Port Director
Mark Finigan, Finance Director

From: Karen Olson, Deputy Director Port and Marine Services

Date: January 28, 2021

Action Statement: Request approval of Patti McLauchlin, Assistant City Manager, to award an emergency procurement for the City Marina's Access Control System to MinuteMen Security Technologies in the amount of \$58,283.54

Ordinance:

Pursuant to Subpart A, Chapter 2, Article VII, Division 3, Subdivision 2, Sec. 2-797 of the City of Key West Code of Ordinances, the Emergency Procurement procedure the City Manager may make emergency procurement to approve contractual services where the cost exceeds \$50,000 when there exists a present threat to public health, property, and safety or other substantial loss to the City.

Background:

City Marina at Garrison Bight has three restroom/ shower facilities, the dinghy dock bathhouse, the liveaboard bathhouse and the transient showers/ restrooms located in the new Dockmaster building. These facilities were controlled by an access control system manufactured by TruPortal Access Solutions. This system allowed us to control and monitor use of the facilities by distributing card keys to the users. As of late 2019/early 2020 TruPortal is no longer providing services or equipment.

The access control systems at the dinghy dock and liveaboard bathhouses started having issues in early spring of 2020 but we were able to scavenge parts from other locations to keep them up and running. We have been researching new systems to budget for the upcoming fiscal year.

Justification:

In early January 2021 the Adobe interface for the Truportal system shut down rendering the City Marina's access control system useless. Not having access control to our facilities requires the City to leave the restrooms unlocked which is not in the best interest of our tenants or the City. We have worked diligently to come up

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MEMORANDUM

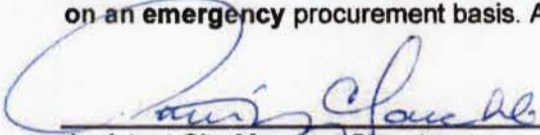
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Financial Impact:

These are unbudgeted expenses for the dinghy dock bathhouse \$26,724.84 and the liveaboard bathhouse \$31,558.70. We request approval to transfer necessary funds in the total amount of \$58,283.54 from City Marina at Garrison Bight Reserves.

Recommendation:

Staff recommends Patti McLauchlin, Assistant City Manager, approve the procurement for the City Marina's Access Control System to MinuteMen Security Technologies in the amount of \$58,283.54 on an emergency procurement basis. And approve necessary budget transfer.


Assistant City Manager Signature

1/28/2021
Date

Karen Olson

From: Patti McLauchlin
Sent: Saturday, January 23, 2021 4:23 PM
To: Karen Olson
Subject: Re: KWB Access Control Cost

i am
i did ask David to make sure he was involved and that the equipment was able to interstate with city hall
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Patti mcl

On Jan 23, 2021, at 3:41 PM, Karen Olson <kolson@cityofkeywest-fl.gov> wrote:

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(305)809-3803

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Can we proceed?

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Sent: Thursday, January 21, 2021 3:58 PM
To: Patti McLauchlin <pmclauchlin@cityofkeywest-fl.gov>; Mark Finigan <mfinigan@cityofkeywest-fl.gov>
Cc: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>
Subject: RE: KWB Access Control Cost

Patti/ Mark –

Below is the cost for the access control system at City Marina. We would like to proceed as an emergency procurement as we did with the Key West Bight. We will immediately follow up with an after-the-fact procurement approval through the City Commission. This will require a budget transfer from the City Marina's reserve account. Can we proceed?

Dinghy Dock Bathhouse - \$26,724.84

Dockmaster & LAB Bathhouse - \$31,558.70

Total Cost for City Marina \$58,283.54

Karen Olson
Deputy Director
Port & Marine Services
(305)809-3803

From: Patti McLauchlin <pmclauchlin@cityofkeywest-fl.gov>
Sent: Thursday, January 14, 2021 12:05 PM
To: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>; Mark Finigan <mfinigan@cityofkeywest-fl.gov>
Cc: Karen Olson <kolson@cityofkeywest-fl.gov>
Subject: RE: KWB Access Control Cost

Proceed per our discussion yesterday!

Patti McLauchlin
Assistant City Manager, City of Key West
305-809-3944

From: Doug Bradshaw <dbradshaw@cityofkeywest-fl.gov>
Sent: Thursday, January 14, 2021 12:04 PM
To: Mark Finigan <mfinigan@cityofkeywest-fl.gov>; Patti McLauchlin <pmclauchlin@cityofkeywest-fl.gov>
Cc: Karen Olson <kolson@cityofkeywest-fl.gov>
Subject: KWB Access Control Cost
Importance: High

Patti/Mark,

As discussed our access control systems at both marinas are completely down both because of software that cannot be fixed and hardware that is either old and can't be upgraded (truportal is out of business) or the need to add automation to manual push bars in order for access control to be installed. Basically we are having to completely start over at both marinas which was not expected this budget year. Not having access control to our facilities (bathroom/showers/laundry) allows them to become a free for all which is never good. Karen and I have worked diligently to come up with a system that we believe will fit our needs, is upgradeable, and the manufactures that supply the parts will be around for a while. We have a handle on the costs and system that needs to be installed at KWB. We are working on City Marina at Garrison Bight which will be significantly higher than KWB because of the number of doors and facilities. We consider this an emergency and are asking that we move this forward as expeditiously as possible per Section 2-797(2): *Emergency procurement*. The city manager may make emergency procurement of commoditieswhen there exists a clear and present threat to **public health, property, welfare**, safety.....

For KWB we believe the cost will breakdown as follows:

Equipment: \$15,000
Materials for installations: \$2,100
Labor: \$9,000

Total estimated cost is \$26,100

We are working with Sanibel Glass and Mirror and Minutemen Security Technologies. They both are willing to order parts and schedule installation without the benefit of a purchase order if need be.

Thanks,

Doug Bradshaw
Port and Marine Services Director
201 William St
Key West, FL
305-809-3792



PURCHASING ORDINANCE EXCEPTION RECORD

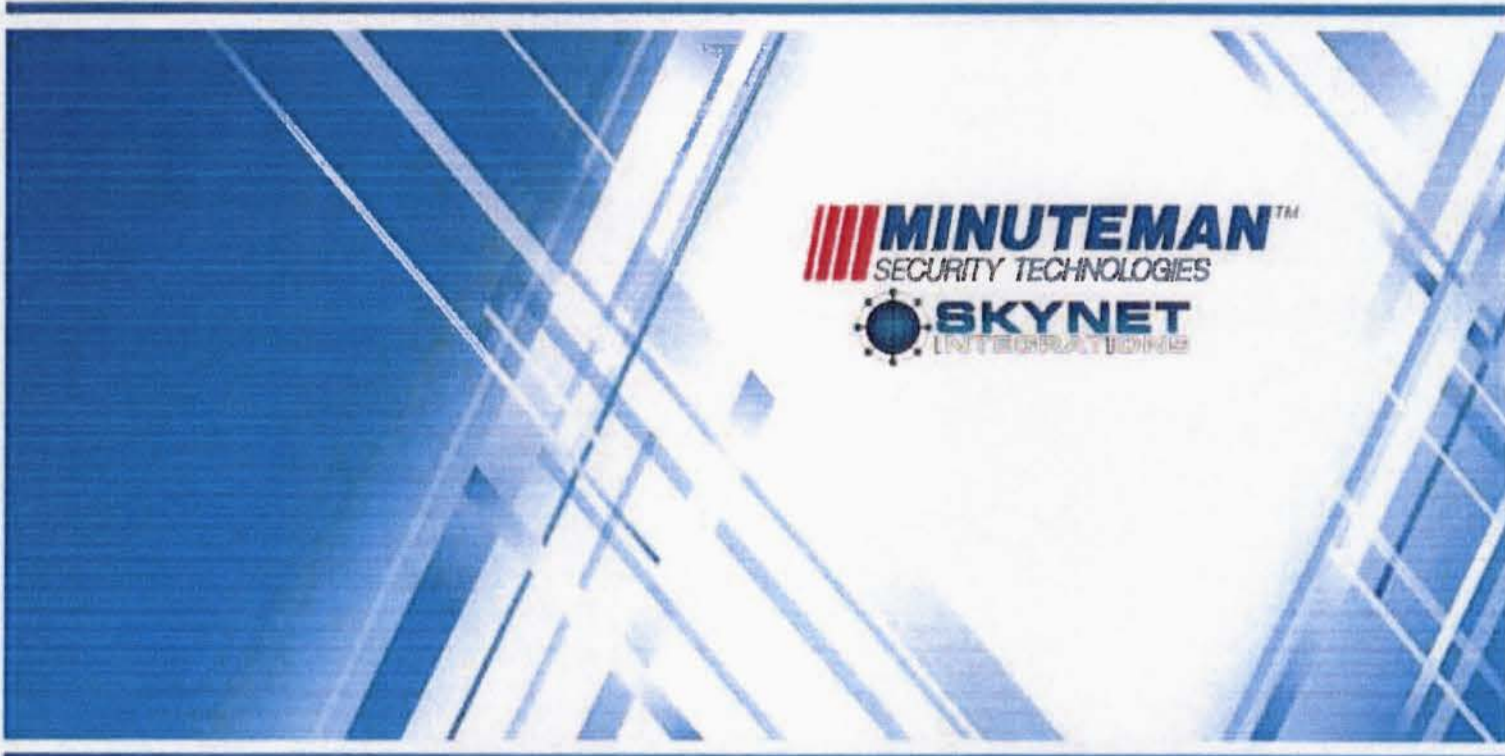
Department PORT & MARINE SERVICES
 Requisition PR015004
 Item CITY MARINA ACCESS CONTROL SYTEM@BATH HOUSES
 Vendor V0011555 MINUTEMAN SECURITY TECHNOLOGIES
 Cost \$58,283.54

When a department is seeking an exemption form the competitive requirements of small purchases (commodities and/or contractual services where the value is \$50,000 or less), such purchase may be made upon completion by the department of the Purchase Ordinance Exception Record, pursuant to City of Key West Code of Ordinance Section 2-797 Exemptions.

- Sole Source Procurement (CKW 2-797) (1)
- Emergency Procurement (CKW 2-797) (2)
- Purchases & Acquisitions under Federal/State/Local Govt. (CKW 2-797) (3)
- Exempt Contractual Services (CKW 2-797) (4)(b)

Other:
 With ACM approval, staff made an emergency Procurement for replacement of the City Marina's failed access control system(see attached).

Department Director [Signature] Date 1-25-21
 Purchasing _____ Date _____
 Finance Director _____ Date 1.25.21
 Asst City Manager [Signature] Date 1-26-21
 City Manager [Signature] Date 1.27.21



We have prepared a quote for you

Dinghy Dock Bathhouse/Docks Access Control Upgrade

Quote # 007452
Version 2

Prepared for:

City of Key West

Doug Bradshaw
dbradshaw@cityofkeywest-fl.gov

Equipment

Qty	Manufacturer	Model	Description
1	Software House	USTAR-GCM	Istar Ultra Gcm Board
2	Software House	USTAR-ACM	Istar Ultra AcM Board Supports Up To 8 Readers
1	Life Safety Power	FPO150/250-2C82D8E8S	Access Control Power System, Flexpower, 16 Door
9	MST	misc-s	40KTKS-00-000000 Hid Signo 40k Card Reader/Keypad Access Device
2	Ubiquiti	NBE-5AC-16(US)	Nanobeam Airmax Ac Cpe, 5Ghz Radio, 16DbI, Gigab
1	MST	misc-s	Misc Security Installation Materials

Scope of Work

MST will update the system at Dinghy Dock Bathhouse/Docks.

MST will install new wiring, readers and panels. Reuse the existing locking hardware. If hardware needs to be replaced this can be done at an additional cost.

MST will program into the New SiteServer at the Dockmasters Building.

5910 Benjamin Center
Suite 120
Tampa, Florida 33634
<https://www.minutemanst.com>
(813) 618-5888



Dinghy Dock Bathhouse/Docks Access Control Upgrade

Prepared by:

Florida Office

Josh Scholl
813-618-5888
Fax (813) 618-5888
jscholl@minutemanst.com

Prepared for:

City of Key West

201 William St
Key West, FL 33040
Doug Bradshaw

dbradshaw@cityofkeywest-fl.gov

Quote Information:

Quote #: 007452

Version: 2

Delivery Date: 01/21/2021

Expiration Date: 02/18/2021


Quote Summary

Description	Amount
Equipment	\$13,561.20
Cabling & Infrastructure	\$1,960.00
Installation Supplies & Materials	\$2,402.52
Labor	\$8,352.00
	Subtotal: \$26,275.72
	Shipping: \$449.12
	Total: \$26,724.84

Taxes, shipping, handling and other fees may apply. The included taxes, shipping, and handling on this proposal are estimates only and subject to change if actual costs differ. We reserve the right to cancel orders arising from pricing or other errors.

5910 Benjamin Center
Suite 120
Tampa, Florida 33634
<https://www.minutemanst.com>
(813) 616-5886



 **Sales Agreement T&C's**



We have prepared a quote for you

**Liveaboard Bathhouse/Dockmaster Access Control
Upgrade**

Quote # 006883
Version 3

Prepared for:

City of Key West

Doug Bradshaw
dbradshaw@cityofkeywest-fl.gov

Equipment

Qty	Manufacturer	Model	Description
1	Software House	USTAR-GCM	Istar Ultra Gcm Board
1	Software House	USTAR-ACM	Istar Ultra AcM Board Supports Up To 8 Readers
1	Life Safety Power	FPO150/250-2C82D8E8S	Access Control Power System, Flexpower, 16 Door
1	Life Safety	FPO75/150-C8D8E4S	8 Door Software House Pro Specific, 12V & 24V,
1	Life Safety	FPO75/150-C4D8PE2	Flexpower, 4 Lock, 8 Auxillary Outputs, Class 2
1	Software House	ESTAR004-RM	Istar Edge 4-Reader, Supports Four Readers, With
1	HES	1006CLB-12/24D-630	1006 Electric Strike 630 With 3 Opt. Plates
1	MST	MISC-S	Lock allowance
8	MST	MISC-S	40KTKS-00-000000 Hid Signo 40k Card Reader/Keypad Access Device
1	Minuteman	MISC-SKY	Misc Security Installation Materials
2	Ubiquiti	NBE-5AC-16(US)	Nanobeam Airmax Ac Cpe, 5Ghz Radio, 16Dbi, Gigab

Scope of Work

MST will update the systems at Liveaboard Bathhouse and Dockmaster

The Bathhouse will have 5 doors with new panel, wire and readers.

The Dockmaster will have 3 doors with new panel and wiring. The gate and the Maintenance Shop will get new hardware and the other door will use existing hardware. If this needs to be replaced it will be an additional cost.

5910 Benjamin Center
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(813) 618-5888



Liveboard Bathhouse/Dockmaster Access Control Upgrade

Prepared by:

Florida Office

Josh Scholl
813-618-5888
Fax (813) 618-5888
jscholl@minutemanst.com

Prepared for:

City of Key West

201 William St
Key West, FL 33040
Doug Bradshaw

dbradshaw@cityofkeywest-fl.gov

Quote Information:

Quote #: 006883

Version: 3
Delivery Date: 01/23/2021
Expiration Date: 02/28/2021

Quote Summary

Description	Amount
Equipment	\$16,501.68
Cabling & Infrastructure	\$1,470.00
Installation Supplies & Materials	\$2,250.89
Labor	\$10,800.00
	Subtotal: \$31,022.57
	Shipping: \$536.13
	Total: \$31,558.70

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Yes, there is comparable system – LENEL

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Importance: High

Patti/Mark,

As discussed our access control systems at both marinas are completely down both because of software that cannot be fixed and hardware that is either old and can't be upgraded (truportal is out of business) or the need to add automation to manual push bars in order for access control to be installed. Basically we are having to completely start over at both marinas which was not expected this budget year. Not having access control to our facilities (bathroom/showers/laundry) allows them to become a free for all which is never good. Karen and I have worked diligently to come up with a system that we believe will fit our needs, is upgradeable, and the manufactures that supply the parts will be around for a while. We have a handle on the costs and system that needs to be installed at KWB. We are working on City Marina at Garrison Bight which will be significantly higher than KWB because of the number of doors and facilities. We consider this an emergency and are asking that we move this forward as expeditiously as possible per Section 2-797(2): *Emergency procurement*. The city manager may make emergency procurement of commoditieswhen there exists a clear and present threat to public health, property, welfare, safety.....

For KWB we believe the cost will breakdown as follows:

Equipment: \$15,000
Materials for installations: \$2,100
Labor: \$9,000

Total estimated cost is \$26,100

We are working with Sanibel Glass and Mirror and Minutemen Security Technologies. They both are willing to order parts and schedule installation without the benefit of a purchase order if need be.

Thanks,

Doug Bradshaw
Port and Marine Services Director
201 William St
Key West, FL
305-809-3792



We have prepared a quote for you

**Dinghy Dock Bathhouse/Docks Access Control
Upgrade**

Quote # 007452
Version 2

Prepared for:

City of Key West

Doug Bradshaw
dbradshaw@cityofkeywest-fl.gov

Equipment

Qty	Manufacturer	Model	Description
1	Software House	USTAR-GCM	Istar Ultra Gcm Board
2	Software House	USTAR-ACM	Istar Ultra Acm Board Supports Up To 8 Readers
1	Life Safety Power	FPO150/250-2C82D8E8S	Access Control Power System, Flexpower, 16 Door
9	MST	misc-s	40KTKS-00-000000 Hid Signo 40k Card Reader/Keypad Access Device
2	Ubiquiti	NBE-5AC-16(US)	Nanobeam Airmax Ac Cpe, 5Ghz Radio, 16Dbi, Gigab
1	MST	misc-s	Misc Security Installation Materials

Scope of Work

MST will update the system at Dinghy Dock Bathhouse/Docks.

MST will install new wiring, readers and panels. Reuse the existing locking hardware. If hardware needs to be replaced this can be done at an additional cost.

MST will program into the New SiteServer at the Dockmasters Building.

Dinghy Dock Bathhouse/Docks Access Control Upgrade

Prepared by:

Florida Office

Josh Scholl
813-618-5888
Fax (813) 618-5888
jscholl@minutemanst.com

Prepared for:

City of Key West

201 William St
Key West, FL 33040
Doug Bradshaw

dbradshaw@cityofkeywest-fl.gov

Quote Information:

Quote #: 007452

Version: 2
Delivery Date: 01/21/2021
Expiration Date: 02/18/2021


Quote Summary

Description	Amount
Equipment	\$13,561.20
Cabling & Infrastructure	\$1,960.00
Installation Supplies & Materials	\$2,402.52
Labor	\$8,352.00
Subtotal:	\$26,275.72
Shipping:	\$449.12
Total:	\$26,724.84

Taxes, shipping, handling and other fees may apply. The included taxes, shipping, and handling on this proposal are estimates only and subject to change if actual costs differ. We reserve the right to cancel orders arising from pricing or other errors.

5910 Benjamin Center
Suite 120
Tampa, Florida 33634
<https://www.minutemanst.com>
(813) 618-5888



 [Sales Agreement T&C's](#)



We have prepared a quote for you

**Liveboard Bathhouse/Dockmaster Access Control
Upgrade**

Quote # 006883
Version 3

Prepared for:

City of Key West

Doug Bradshaw
dbradshaw@cityofkeywest-fl.gov

Equipment

Qty	Manufacturer	Model	Description
1	Software House	USTAR-GCM	Istar Ultra Gcm Board
1	Software House	USTAR-ACM	Istar Ultra Acm Board Supports Up To 8 Readers
1	Life Safety Power	FPO150/250-2C82D8E8S	Access Control Power System, Flexpower, 16 Door
1	Life Safety	FPO75/150-C8D8E4S	8 Door Software House Pro Specific, 12V & 24V,
1	Life Safety	FPO75/150-C4D8PE2	Flexpower, 4 Lock, 8 Auxiliary Outputs, Class 2
1	Software House	ESTAR004-RM	Istar Edge 4-Reader, Supports Four Readers, With
1	HES	1006CLB-12/24D-630	1006 Elecric Strike 630 With 3 Opt. Plates
1	MST	MISC-S	Lock allowance
8	MST	MISC-S	40KTKS-00-000000 Hid Signo 40k Card Reader/Keypad Access Device
1	Minuteman	MISC-SKY	Misc Security Installation Materials
2	Ubiquiti	NBE-5AC-16(US)	Nanobeam Airmax Ac Cpe, 5Ghz Radio, 16Dbi, Gigab

Scope of Work

MST will update the systems at Liveaboard Bathhouse and Dockmaster

The Bathhouse will have 5 doors with new panel, wire and readers.

The Dockmaster will have 3 doors with new panel and wiring. The gate and the Maintenance Shop will get new hardware and the other door will use existing hardware. If this needs to be replaced it will be an additional cost.

Liveaboard Bathhouse/Dockmaster Access Control Upgrade

Prepared by:

Florida Office

Josh Scholl
813-618-5888
Fax (813) 618-5888
jscholl@minutemanst.com

Prepared for:

City of Key West

201 William St
Key West, FL 33040
Doug Bradshaw

dbradshaw@cityofkeywest-fl.gov

Quote Information:

Quote #: 006883

Version: 3
Delivery Date: 01/23/2021
Expiration Date: 02/28/2021

Quote Summary

Description	Amount
Equipment	\$16,501.68
Cabling & Infrastructure	\$1,470.00
Installation Supplies & Materials	\$2,250.89
Labor	\$10,800.00
Subtotal:	\$31,022.57
Shipping:	\$536.13
Total:	\$31,558.70

Taxes, shipping, handling and other fees may apply. The included taxes, shipping, and handling on this proposal are estimates only and subject to change if actual costs differ. We reserve the right to cancel orders arising from pricing or other errors.

5910 Benjamin Center
Suite 120
Tampa, Florida 33634
<https://www.minutemanst.com>
(813) 618-5888



▶ Sales Agreement T&C's



CITY OF KEY WEST
 P.O. BOX 1409
 KEY WEST, FL 33041-1409
 PHONE: 305-809-3700

PURCHASE ORDER NO.
P.O. : 093349
01/28/2021

VENDOR #: V0011555
VENDOR: MINUTEMAN SECURITY TECHNOLOGIES INC
ADDRESS: 1 CONNECTOR ROAD
 ANDOVER, MA 01810

SHIP TO: KEY WEST BIGHT
 CITY OF KEY WEST
 201 WILLIAM STREET
 KEY WEST, FL 33040

VENDOR EMAIL: jscholl@minutemanst.com

BILL TO: CITY OF KEY WEST - ACCOUNTS PAYABLE
 PO BOX 1409
 KEY WEST, FL 33041

VENDOR PHONE:
VENDOR FAX:

THE P.O. # MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENCE

SPECIAL INSTRUCTIONS

DELIVER BY	REQUISITION #	REQUISITION DATE	REQUISITIONED BY
	PR015004	01/25/2021	Debra Gartenmayer
FOB	ACCOUNT NUMBER	PROJECT NUMBER	TERMS
KEY WEST, FL			45 Days from Receipt of Invoice

ITEM #	QUANTITY	UNIT	DESCRIPTION/ARTICLE OF SERVICE	UNIT COST	EXT. COST
0001	1.00	DL	DINGHY DOCK BATHHOUSE ACCESS CONTROL SYSTEM	\$26,724.84	\$26,724.84
0002	1.00	DL	DOCKMASTER & LAB BATHHOUSE ACCESS CONTROL SYSTEM	\$31,558.70	\$31,558.70

TOTAL PURCHASE AMOUNT: \$58,283.54

AUTHORIZED SIGNATURE
FLORIDA SALES TAX EXEMPT NUMBER
 85-8012621608C-5

ABOVE REFERENCED ORDER NUMBER IS TO BE
 REFERENCED ON ANY DOCUMENT RELATING TO
 THIS ORDER.

** THIS PURCHASE ORDER IS ISSUED PURSUANT TO THE CITY OF KEY WEST PURCHASE ORDER TERMS AND CONDITIONS SPECIFIED ON THE PAGES TO FOLLOW. **

CITY OF KEY WEST PURCHASE ORDER TERMS AND CONDITIONS

1. **AGREEMENT:** Except as provided in Paragraph 22 below, this purchase order, including these terms, conditions, the referenced bid package, and the specifications hereto, constitute the sole and entire agreement between the parties hereto (hereinafter "Agreement" or "Purchase Order"). Seller's acceptance of this Agreement is limited to the terms and conditions hereof and written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance, notwithstanding Seller's proposal or terms additional to or different from those set forth in this Agreement. The Seller's quotation is incorporated in and made a part of this Agreement only to the extent of specifying the nature and description of the goods and services ordered and then only to the extent that such items are consistent with the other terms of this Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any of the terms or conditions hereof. The Buyer is the City of Key West, Florida, (hereinafter referred to as the "City" or "Buyer").
2. **TIME IS OF THE ESSENCE:** Failure to perform services or deliver goods of the quality and quantity and within the time limit(s) specified by this Purchase Order shall, at the option of the City, relieve it of any obligation to accept and pay for such goods or services, including any undelivered shipments of goods. Upon failure to deliver as specified, the City may buy like goods or services elsewhere and charge the Seller with any increased cost or other loss incurred thereon, pursuant to applicable law, unless defective shipment of goods, or performance of defective services, as applicable, is agreed to by the City in writing. Any failure by the City to exercise its option with respect to any shipment of goods or performance of services shall not be deemed to constitute a waiver with respect to subsequent shipments of goods or performance of services. This provision is not in lieu of, and the City does not waive any remedies provided by law.
3. **WARRANTY:** With respect to services, Seller warrants unto the City that Seller has the competence and abilities to complete the services set forth herein. Seller will perform the services with due and reasonable diligence consistent with sound professional practices. With respect to goods, Seller warrants to City (a) that the goods shall be of the quality specified or of the test grade of their respective kinds if no quality is specified; shall conform to the specifications, drawings, samples and other descriptions contained herein, and to representations made by Seller or its representatives; be fit for City's particular purpose; and (b) that at the time the goods are accepted by the City, the goods shall have been produced, sold, delivered, and furnished in compliance with all applicable Federal and State laws, including but not limited to the Consumer Product Safety Act, the Federal Occupational Safety and Health Act, the Fair Employment Practices Act nature whether rightful or otherwise of any person, corporation, partnership or association.
4. **MODIFICATIONS:** This Agreement can be modified or rescinded only in writing and if signed by both parties, or their duly authorized agents.
5. **WAIVER:** The failure of the City to enforce any provision of this Agreement or exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in full force.
6. **CITY OPTIONS:** City reserves the right to change specifications and delivery dates. Any difference in price required by such changes shall be equitably adjusted and the Agreement shall be modified in writing accordingly. City further reserves the right to terminate all or part of the work to be performed pursuant to this Agreement. In such event, City shall be liable only for materials or work done within the authorization of this Agreement. In no event shall City be liable for incidental or consequential damages by reason of such termination.
7. **INDEMNIFICATION:** Seller agrees to protect, indemnify, save and hold harmless City, its elected and appointed officials, officers, attorneys, and employees, from and against all losses, costs and expenses and from and against all claims, demands, suits and actions for damages, losses, costs, attorneys fees, expenses and from and against all liability awards, judgements, and decrees of whatsoever nature for any and all damages to property of the City or others of whatsoever nature for any and all damages to property of the City or others of whatsoever nature and for any and all injury to any person (including death) arising out of or resulting from negligence of Seller, breach of this Purchase Order in the performance of services or the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the Purchase Order, specifications of other data, or from the breach of any express or implied warranty.
8. **AGREEMENT:** The City is relying on this representation and warranty to issue this Purchase Order. Seller agrees to hold harmless and to defend City against any claims of patent or copyright infringement occasioned by the manufacturer, sale or use of material supplied under this Purchase Order and to indemnify City, and its elected and appointed officials, officers, attorneys, and employees, against any damages occasioned by such claims whether justified or unjustified.
9. **INSPECTION:** City shall have a reasonable time after delivery or performance within which to inspect the goods or services. Goods rejected will, at Seller's expense, be returned to Seller or otherwise disposed of as Seller shall reasonably request. The cost of inspection of goods or services rightfully rejected shall be charged to the Seller. If reasonable inspection disclosed that part of the goods received or services performed are defective or nonconforming, City shall have the right to cancel any unshipped portion of the order or unperformed portion of the services. Payment for the goods or services on this Purchase Order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that City may have against Seller. The making or failure to make any inspection of, or payment for acceptance of, the goods or services, shall in no way impair City's right to reject nonconforming goods or services, recover damages or exercise any other remedy to which City may be entitled, notwithstanding City's knowledge of the nonconformity, its substantiality or the ease of its discovery.
10. **TAXES:** The City government is a non-profit operation and not subject to tax.
11. **CONTINGENCIES:** Performance of any obligation under this Agreement may be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party) delays, prevents, restricts or limits the performance of this Agreement or the consumption, sale, use or end use of goods or services. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature and estimated duration of the suspension period. At City's option, either the Agreement period shall be extended by the term of any such suspension, or the total Agreement quantity hereunder shall be reduced by the quantity not delivered or performed during the term of such suspension, and, in either event, the Agreement shall otherwise remain unaffected. In such event that Seller's performance is suspended for more than sixty (60) days during the term hereof, City may, at its option, terminate this Agreement upon written notice to the Seller.
12. **PRICE PROTECTION:** Seller warrants that the price(s) set forth herein are equal to the lowest net price, and the terms and conditions of sale as favorable as the price(s), terms and conditions afforded by the Seller to any other customer for goods or services of compatible grade or quality during the terms hereof. Should City be able to purchase goods or services of the same or comparable quality from another source at a lower delivered cost then in effect, thereunder, and City gives Seller written notice hereto, City may purchase such goods or services from such other sources at such lower delivered cost unless within fifteen days of receipt by Seller of said notice, Seller meets such lower delivered cost for such quantity of goods or services. Any quantity of goods or services so purchased from another source by City shall be deducted from the total quantity offered on this Agreement, but the Agreement shall otherwise remain unaffected.
13. **PACKAGING AND CARTAGE:** No charge will be allowed for packing, boxing or cartage unless agreed upon at the time of purchase, but damage to any goods not packed to insure proper protection to same will be charged to Seller. City's order number and quantity shipped will be marked or tagged on each package. City's count will be accepted as final and conclusive on any shipment not accompanied by itemized packing slip. Delay in or non-receipt of packing lists, statements or invoices in the number of copies specified or errors or omissions of any of these will be just cause for withholding payment.
14. **HAZARD:** Seller shall notify City of any inherent hazard and applicable precautions and protective measures and provide any additional relevant information, including but not limited to Material Data Safety Sheets, for the goods being purchased herein.
15. **QUANTITY:** The quantities of goods or duration of services as indicated on the face hereof, must not be exceeded without prior written authorization from City. Excess quantities may be returned to Seller at Seller's expense.
16. **ASSIGNMENT:** No right or interest in this Agreement shall be assigned by Seller without the prior written permission of the City and no delegation of any obligation owed by either City or Seller shall be made without the prior written permission of either party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes.
17. **CHOICE OF LAW; VENUE:** The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event of any dispute under this Purchase Order, venue shall be in Monroe County, Florida for any state action and Key West, Florida for any federal action.
18. **PUBLIC RECORDS; RIGHT TO AUDIT RECORDS:** Written documents prepared by either the Seller or City in furtherance of this Agreement shall constitute a public record. Any such instrument maintained by Seller hereunder shall be delivered to the City upon request. The City shall also be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of this Agreement. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment under this Agreement unless a shorter period is otherwise authorized in writing by the City.
19. **FISCAL YEAR FUNDING APPROPRIATION:** (a) Specified Period. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by City Commission. (b) Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the purchase order shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.
20. **FAILURE TO EXECUTE PURCHASE ORDER:** Failure of the successful bidder to accept the Purchase Order as specified may be cause for cancellation of the award. In the event that the order is cancelled, the award may then be made to the second lowest responsive and responsible bidder, and such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom the bid award was made, or all bids may be rejected and made void by the City.
21. **INDEPENDENT CONTRACTOR.** The Seller shall perform the obligations of this Purchase Order as an independent contractor and under no circumstances shall it be considered as agent or employee of the City.
22. **SOVEREIGN IMMUNITY.** Nothing contained in this Purchase Order shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. The provisions of *768.28, Florida Statutes, and any other limitations or restrictions in the City's liability shall be deemed incorporated herein by this reference.
23. **INSURANCE.** If this Purchase Order requires the Seller to perform services on the City's premises or at any place where the City conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the City's Purchasing Manager. In circumstances where insurance is required by the City, Seller shall provide proof of insurance or insurance certificates with the City listed as an additional named insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.
24. **TAX EXEMPTION:** The City's Florida State Sales Tax Exemption Number is 85-8012621608CS and Federal tax ID Number is 59-6000346.
25. **ORDER OF PRECEDENCE:** When this PO is issued subsequent to the results of a request for quote, bid, or proposal, additional terms and conditions, if any, contained in the solicitation or resulting contract shall control.
26. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping address indicates a room number and/or inside delivery, it is the Vendor's responsibility to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods to FOB shipping point, Vendor agrees to prepay all shipping charges and route as instructed. No COD shipments will be accepted.