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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 16, 2014

Agenda Item No. 14(A)(4)

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Agreement between Miami-Dade County and International Players Championship, Inc. for Electrical, Telephone, and Audio System Upgrades at Crandon Park Tennis Center

Resolution No. R-1137-14

Recommendation

It is recommended that the Miami-Dade County Board of County Commissioners (Board) adopt the attached resolution authorizing execution of an agreement (Attachment A to the Resolution) between Miami-Dade County (County) and International Players Championship, Inc. (IPC) for electrical, telephone, and audio system upgrades at the Crandon Park Tennis Center. It is also recommended that the Board of County Commissioners (Board) waive competitive bidding procedures for the purchase of goods and services pursuant to Section 2-8.1 of the County Code and Section 5.03(D) of the Home Rule Charter to select IPC as the County's developer to undertake the upgrades to the systems and to allow IPC to purchase the system upgrades without competitive bidding.

Scope

The Crandon Park Tennis Center is located at 7300 Crandon Boulevard on Key Biscayne in Commission District 7, Commissioner Xavier L. Suarez; however, the park and the tennis center are assets of regional significance.

Fiscal Impact/Funding Source

The fiscal impact of this Agreement is a credit by the County to IPC not to exceed $284,712.87, and a contingency of $20,000.00 as against the 2015 and/or 2016 fee due to the County under the current license agreement for IPC to upgrade electrical, telephone, and audio systems at the Crandon Park Tennis Center.

Track Record/Monitor

IPC has operated the annual Miami Open tennis tournament at Crandon Park though a License Agreement with the County since 1986 and has provided a level of service that meets or exceeds the requirements of the agreement. This Agreement will be monitored and managed by the Parks, Recreation and Open Spaces Department's (PROS) Contract Manager Jon Seaman.

Delegated Authority

The County Mayor or Mayor's Designee is delegated the authority to exercise the provisions of this agreement, including expenditure of funds in the contingency account.

Background

The existing electrical, telephone, and audio systems at the Crandon Park tennis center are outdated and are insufficient to handle today's high speed digital data and transmission requirements. It is in the best interest of the County to waive competitive bidding pursuant to Section 5.03(D) of the Charter and Section 2-8.1(b) of the County Code to select IPC as the County's developer in order to have IPC replace the existing system equipment because: (a) IPC as the Tournament Operator is in a unique

position to determine and purchase the best equipment for the Tennis Center to service the tournament and other events; and (b) it results in lower costs to the County as IPC has agreed to relieve the County of the obligation and expense of maintaining and replacing these systems in the future. IPC has the technical expertise in managing the selection and installation of this infrastructure needed to support the internationally televised Miami Open tennis tournament. The scope of work is listed in Exhibit A of Attachment A and the Small Business Development project worksheets for Community Small Business Enterprise program contract measures is listed as Exhibit B. The County will install and remove the speaker poles on the stadium's 400 level on a yearly basis for the tournament and will maintain the main distribution frame "MDF" room to prevent damage to IPC's equipment. IPC will own the equipment listed as "owned by IPC" in Exhibit A, valued at $219,359.86.

The County entered into a license agreement with IPC in 1986 and amended the agreement two times, in 1988 and 1990. Under the terms of the current license agreement, PROS was required to provide the electrical, telephone and audio equipment and infrastructure and is required thereafter to also maintain it. This Agreement allows for IPC to use its own contractor to install new electrical, telephone, and audio equipment to the tennis center stadium and grounds and thereafter assume all maintenance and future replacement of the new systems. The credit amount to IPC will be determined after the installation of each phase is complete and the parties have examined all applicable contractor invoices and expenses, subject to audit by the County.

Attachments

Michael Spring, Senior Advisor
Office of the Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 16, 2014

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
✓	**Applicable legislation requires more than a majority vote (i.e., 2/3's ✓, 3/5's ____, unanimous _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
12-16-14

RESOLUTION NO. R-1137-14

RESOLUTION WAIVING COMPETITIVE BIDDING BY TWO-THIRDS VOTE OF THE MEMBERS PRESENT PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1 OF THE COUNTY CODE; APPROVING AN AGREEMENT WITH INTERNATIONAL PLAYERS CHAMPIONSHIP, INC. FOR ELECTRICAL, TELEPHONE, AND AUDIO SYSTEM UPGRADES AT CRANDON PARK TENNIS CENTER IN AN AMOUNT NOT TO EXCEED $284,712.87, AND A CONTINGENCY ACCOUNT OF $20,000.00 ALL TO BE PAID VIA A CREDIT TO THE 2015 AND/OR 2016 LICENSE FEE DUE TO THE COUNTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS AND ALL OTHER RIGHTS CONTAINED THEREIN, AND TO AUTHORIZE USE OF CONTINGENCY

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds that it is in the best interest of Miami-Dade County to waive competitive bidding by a two-thirds vote of the Board members present, pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1 of the County Code; approves an Agreement between Miami-Dade County and International Players Championship, Inc. (IPC) to replace electrical, telephone, and audio systems equipment at the Crandon Park Tennis Center in an amount not to exceed $284,712.87, and a contingency account of $20,000.00 all to be paid via a credit to the 2015 and/or 2016 license fee due to the County; in substantially the form attached hereto as Attachment A and

made a part hereof; and authorizes the County Mayor or Mayor's designee to execute same for and on behalf of Miami-Dade County, to exercise any cancellation and renewal provisions and other rights contained therein, and to authorize use of the contingency fund.

The foregoing resolution was offered by Commissioner **Audrey Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**absent**
Daniella Levine Cava	**aye**	Jose "Pepe" Diaz	**aye**
Audrey M. Edmonson	**aye**	Sally A. Heyman	**aye**
Barbara J. Jordan	**aye**	Jean Monestime	**aye**
Dennis C. Moss	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**	Juan C. Zapata	**absent**

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of December, 2014. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

ATTACHMENT A

Agreement for Electrical, Telephone and Audio System Upgrades

This Agreement for Electrical, Telephone and Audio System Upgrades ("Upgrades Agreement") is made this _____ day of _____, 2014, between Miami-Dade County, a political subdivision of the State of Florida (the "County") and International Players Championships, Inc. ("IPC" and jointly with the County referred to herein as the "Parties").

WHEREAS, on July 15, 1986, the Parties entered into a License Agreement (as amended from time to time, the "License Agreement") to create a major tennis complex in Crandon Park and to have IPC host and operate a major tennis tournament therein every year for the term of the License Agreement; and

WHEREAS, on June 7, 1988, the Parties entered into the First Amendment to the License Agreement, and on November 6, 1990, the Parties entered into the Second Amendment to the License Agreement to, among other things, allow the IPC to operate and conduct a major tennis tournament at the Crandon Park Tennis Center each year during the term of that license agreement ("Tournament Agreement"); and

WHEREAS, on November 19, 2013, pursuant to Resolution No. R-937-13, the Board of County Commissioners of Miami-Dade County ("Board") approved, subject to the satisfaction of certain conditions precedent, new and modified agreements with IPC for, among other things, the development of additional facilities at the Crandon Park Tennis Center and to extend the term of IPC's tennis tournament held therein ("New Agreements"); and

WHEREAS, the New Agreements provide that any improvements or infrastructure erected on the Crandon Park Tennis Center after the effective date of the New Agreements shall be thereafter maintained, repaired and upgraded by IPC at its sole cost and expense; and

WHEREAS, the New Agreements are not yet effective as the conditions precedent to the effectiveness of the Board's resolution and validity of the New Agreements have not all taken place and the Parties are therefore still, as of the effective date of this Agreement, operating in all respects pursuant to the terms of the Tournament Agreements; and

WHEREAS, the County agreed in the Tournament Agreement to maintain the Crandon Park Tennis Center and certain specific facilities and infrastructure therein; and

WHEREAS, IPC desires to replace the telephone, paging and stadium speaker equipment and infrastructure and upgrade the electrical system to the food court area all as more specifically set forth in the scope of work set forth as Exhibit "A" attached hereto ("Work"), to take ownership of certain of the equipment purchased as part of the Work, and to assume the maintenance responsibilities of the new systems, thereby relieving the County of the maintenance responsibilities in the future as provided herein; and

WHEREAS, therefore, notwithstanding anything contained to the contrary in the Tournament Agreements and the New Agreements, the Parties desire to enter into this Upgrades Agreement in order to provide for the undertaking of the Work by IPC and to provide for IPC's maintenance, repair and, if necessary, replacement of all such systems replaced and purchased as part of the Work until the expiration or termination of the Tournament Agreement in accordance with its provisions or, if and upon the effectiveness of the New Agreements, until the expiration of the New Agreements; and

WHEREAS, the Board, pursuant to Resolution No. R- [ ] has waived competitive bidding procedures for the selection of IPC as its developer and the purchase of goods and services from IPC and in order to allow IPC to own certain equipment and systems purchased with County funds; and

WHEREAS, terms of this Upgrades Agreement will relieve the County of maintaining and replacing the Work in the future in accordance with the terms set forth herein,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Section 1. **Parties, Effective Date and Term:** The parties to this Upgrades Agreement are IPC and the County and this Upgrades Agreement confers no benefits on any third parties and creates no third party beneficiaries. This Upgrades Agreement shall take effect after execution by both parties and shall remain in effect until the expiration or termination of the Tournament Agreement in accordance with its provisions or, if and upon the effectiveness of the New Agreements, then until the expiration of the New Agreements.

Section 2. **Effect of this Upgrades Agreement:** This Upgrades Agreement is merely intended to apply to the replacement and upgrades to be undertaken as part of the Work.

In addition to the Work, the County shall be responsible to install speaker poles on the 400 level of the Tennis Stadium at Crandon Park on a yearly basis in connection with the Tournament and shall protect the facility within the Tennis Stadium referred to as the "MDF" room from water damage, excluding floods, so as to not cause damage to the equipment therein. This Upgrades Agreement is intended to be supplementary to the Tournament Agreement and, if and upon their effectiveness, to the New Agreements. This Upgrades Agreement does amend and supersede those terms, provisions and covenants of the Tournament Agreement that require the County to maintain and repair the equipment and infrastructure at the Crandon Park Tennis Center as specifically and particularly set forth in the Tournament Agreement. To the extent that there is any conflict between any specific term or provision of the Tournament Agreement and any specific term or provision of this Upgrades Agreement, the terms of this Upgrades Agreement shall prevail and control. To the extent that there is any conflict between any specific term of provision of the New Agreements and this Upgrades Agreement, this Upgrades Agreement shall prevail and control. Except as specifically modified herein, all terms and conditions of the Tournament Agreement remain in full force and effect, and all rights and obligations of the Parties thereunder remain unchanged.

Section 3. **Capital Project Manager:** A Project Manager ("PM") shall be assigned by the Miami-Dade County Parks, Recreation and Open Spaces Department (the "Department") to represent Miami-Dade County in the oversight of the Work.

Section 4. **Scope and Ownership of Work:** In consideration for: (a) the total sum of $284,712.87, to be paid as set forth in Section 11 herein; and (b) ownership, from the date of purchase, of the equipment set forth in Exhibit "A" attached hereto, IPC agrees to undertake and complete the Work and to maintain, repair and replace, as necessary, any component of the Work as more specifically set forth in Section 13 of this Agreement. The Work shall be completed on or before April 1, 2016. Any and all systems, equipment and any other materials or assets whatsoever purchased by IPC as part of the Work and/or paid for by the County via the credit to the License Fee (as that term is defined in the Tournament Agreement), other than those specifically set forth in Exhibit "A", shall be owned by the County. Notwithstanding the foregoing, during the term of this Upgrades Agreement, any and all equipment, systems, fixtures and/or infrastructure installed and purchased as part of the Work must remain at all times at the Crandon Park Tennis Center. Further, the County shall have full, complete and absolute access and use of all equipment, systems, fixtures and/or infrastructure installed and purchased as part of the Work. IPC shall not be permitted, without the prior, written approval of the County Mayor or Mayor's designee, to remove from the Crandon Park Tennis Center any equipment, systems, infrastructure, and/or fixtures purchased and/or installed as part of the Work during the term of this Upgrades Agreement, whether or not such equipment, facilities infrastructure and/or fixture is owned by IPC or the County.

Section 5. **Differing Site Conditions:** IPC shall immediately (within 72 hours of discovery), and before such conditions are disturbed, notify the PM of unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Upgrades Agreement ("Differing Site Conditions").

IPC and the County will jointly and promptly investigate the conditions, and if such conditions are confirmed to be Differing Site Conditions and cause an increase in the cost of, or the time required for, performance of any part of the work; IPC and the County will jointly make a decision to: (1) agree to fund the increased cost of the work jointly, by IPC or by the County, or (2) stop all work and restore the site to the previously existing conditions.

If the County is not given notice prior to the conditions being disturbed, IPC will be deemed to have waived their right to assert a claim for additional time and compensation arising out of such Differing Site Conditions.

Section 7. **Sequencing of Work:** The timing and sequence of the Work shall be properly scheduled, coordinated with the Department and limited so as to not adversely or materially impact normal Park and Department operations and visitor access is not impeded. IPC shall work closely with the Department in scheduling and engaging in the Work so as not to disrupt Park events, including but not limited to Special Events (as such term is defined in the County's Implementing Order 8-3). Where conflict may occur, the Department shall solely

make the determination as to IPC's right to continue the Work and the desirability of temporarily halting or continuing activity by IPC.

Section 8. **Design and Installation:** IPC must submit the proposed design, systems replacement plans, specifications, schedule and cost estimate for review to the PM within 4 weeks of the date of execution of the Upgrades Agreement.

IPC shall schedule a meeting with the PM prior to mobilization to share the project schedule. The completion of the Work shall be in accordance with the reviewed plans, shall be undertaken in accordance with Applicable Laws and shall be completed in accordance with the approved schedule. For purposes of this Upgrades Agreement, Applicable Laws shall include, but not be limited to, any law, statute, code, ordinance, administrative order, charter, resolution, order, rule, regulation, or judgment of any governmental authority now existing or hereafter enacted or issued, including the County's Community Small Business Enterprise programs, responsible wages and benefits as set forth in Section 2-11.16 of the County Code, the County's First Source Hiring Program as set forth in Section 2-2113 of the County Code, the Sustainable Buildings Program, Chapter 119 of the Florida Statutes regarding public records laws, the State of Florida and the County's Prompt Payment laws, and the County's Inspector General requirements.

During the installation phase, the PM may visit the site to review the progress of the Work to ensure conformity with the plans. Any conversation or discussions with the vendors by the PM need to be in coordination with IPC. In addition to regular construction meetings, IPC shall schedule and coordinate a 100% substantial completion walk-thru meeting with the PM. The PM shall provide input to the punch-list items and shall coordinate with IPC for the final acceptance of the Work once all Work has been completed and all permits have been approved and closed by all regulatory agencies having jurisdiction.

IPC shall be responsible for any damage, loss, action, costs caused by IPC's Work.

Upon completion of the Work, IPC shall, at its cost, deliver one copy of all "as built" drawings and a CADD file in compliance with the Department's CAD Standards, accurately reflecting the new systems installations, its supporting infrastructure, and any other required improvements at the Park. IPC shall also submit a copy of all operating manuals for the installed equipment.

IPC's contractor/vendor/installer shall warrant that the Work/equipment be free from faulty materials and workmanship for a period of not less than one (1) year from the Date(s) of Final Acceptance for each of the three items of Work listed in Section 11 ("Warranty Period"). For the purposes of this Upgrades Agreement, the Date(s) of Final Acceptance is defined in Section 11. IPC shall provide copies of all warranties to the PM upon completion of the work. Within 30 days after the one (1) year Warranty Period, IPC shall at the County's request schedule a walk-thru of the Work with the PM and the installer, to inspect all systems and ensure its intended functionality and life expectancy.

Section 9. **IPC's Installer:** IPC will select and use experienced and appropriately licensed and insured contractors and installers and its own funds to undertake the Work. The Board of County Commissioners ("Board"), pursuant to Resolution No. R[ ] has waived competitive bidding procedures for the purchase of goods and services pursuant to Section 2-8.1 of the County Code and Section 5.03(D) of the Home Rule Charter in order to select IPC as its developer for the Work, so that IPC can purchase all materials, equipment, fixtures, and supplies needed to complete the Work, and in order to allow IPC to select installer(s) for the Work at the Tennis Center at Crandon Park and so that IPC can select and purchase the equipment and systems that it believes, in consultation with, and after approval by, the Department as long as they are in good standing with Miami-Dade County, are necessary.

Prior to selecting a contractor for the electrical scope of work, IPC shall obtain and the contractor shall meet the Community Small Business Enterprise (CSBE) goals established by the County's Review Committee under the County's CSBE Program – 100% Set-Aside, as (See Exhibit B) enacted under the County's Ordinance 97-52, as amended, and codified in Section 10-33.02 of the County Code; and Administrative Order 3-22, as amended. The Lessee/Licensee shall cause the contractor to comply with the County's Resolution No. R-138-10, which mandates that the work of CSBE firms be identified in the Schedule of Values ("SOV"); and the requirements of Resolution No. R-1386-09 pertaining to sub-contracting. The Contractor shall submit its Schedule of Intent ("SOI") for approval prior to commencing construction, and comply with the reporting requirements of the CSBE Program. For purposes of this Agreement, SOV is defined as a detailed breakdown of each lump sum bid item in the bid form indicating a complete breakdown of labor and material for all categories of work - shall include such items as building permit, mobilization, insurance, contractor administration, supervision, etc. The SOV shall be used as the basis to determine monthly progress payments. For purposes of this Agreement, the SOI is defined as a listing of all Small Business Enterprise ("SBE") sub-contractors that will be utilized for scopes of work on the Project (form SBD 400).

The contractors and installers shall not discriminate against any employee or applicant for employment in the performance of the Upgrades Agreement with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicap except when based on bona fide occupational qualifications; or because of marital status, race, color, religion, national origin or ancestry. All installation contracts/subcontracts shall include: (a) the above non-discrimination provisions; (b) provisions requiring all installation contractors/subcontractors to comply with Applicable Laws, including but not limited to, the County's Community Small Business Enterprise programs (CSBE, CBE and SBE), responsible wages and benefits as set forth in Section 2-11.16 of the County Code, the County's First Source Hiring Program as set forth in Section 2-2113 of the County Code, the County's Sustainable Buildings Program, Chapter 119 of the Florida Statutes regarding public records laws, the State of Florida and the County's Prompt Payment laws, the County's Inspector General requirements set forth herein; and (c) the indemnification provisions in substantially the form set forth in this Upgrades Agreement requiring all installation contractors/subcontracts to hold the County harmless and to indemnify the County for any and all losses resulting from their actions.

Section 10. **Insurance Requirements:** IPC shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the IPC or its employees, agents, servants, partners principals or subcontractors. IPC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. IPC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by IPC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as provided under Section 10 of this Agreement.

The IPC shall furnish to Miami Dade County, Park, Recreation and Open Space Department, 275 NW 2nd Street, Suite 407, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage insuring IPC has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of IPC as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage and a general aggregate of $2,000,000. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Work, in an amount not less than $1,000,000 combined single limit each accident for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Section 11. **Payment for Work:** Once the County has verified that all of the Work has been completed by IPC for each of the three items of Work listed below in accordance with the terms and conditions of this Upgrades Agreement, all regulatory agencies having jurisdiction over the Work, and all Applicable Laws, including those regarding building, zoning, environmental and otherwise ("Date(s) of Final Acceptance"), then the County shall notify IPC via written correspondence executed by the Department's Director that IPC is authorized to deduct the amounts listed below from its License Fee (as that term is defined in the Tournament Agreement) due to the County for: (a) to the extent the Work is completed on or before April 1, 2015, the 2015 tennis tournament hosted by IPC at the Crandon Park Tennis Center; or (b) to the extent the Work is completed after April 1, 2015 and before April 1, 2016, for the 2016 tennis tournament hosted by IPC at the Crandon Park Tennis Center. IPC's maintenance obligations under this Upgrades Agreement for each of the three items of Work listed below shall commence when the County has delivered to IPC the County's written confirmation of that credit to the License Fee for each of the three items of Work listed below.

$29,100.00 for the Food Court Electrical Upgrades

$122,141.57 for the Telephone System Upgrades

$133,471.30 for the Audio System Upgrades

Section 12. **Contingency Fund for Additional Work:** The County has set aside $20,000.00 ("Contingency Fund") that is available to the County, to be used in its sole and absolute discretion, for any unanticipated shortfalls, additional systems, upgrades, equipment or infrastructure that were not contemplated within the original scope of the Work but which the County may desire IPC to undertake ("Additional Work"). To the extent that the County desires to have IPC undertake any Additional Work (and IPC is willing to undertake such Additional Work), the County will negotiate the price for such Additional Work with IPC in an amount not to exceed the amount in the Contingency Fund and IPC shall not commence to undertake such Additional Work until the same has been first approved in writing by the Director of the Department. The County shall pay for Additional Work in the same manner that it will pay for the Work.

Section 13. **On-going Maintenance and Repairs:** IPC shall undertake, make or cause to be made, and pay for, all upkeep, maintenance and repairs (including preventive maintenance) of any and all fixtures, infrastructure, systems and equipment installed as part of the Work and shall replace, if and when necessary, any systems, fixtures, infrastructure or equipment installed as part of the Work that may thereafter become damaged or otherwise unusable, except IPC shall not have any obligation to repair or replace systems and equipment which are damaged due solely to the negligence of the County or a County vendor. IPC agrees and acknowledges that, notwithstanding over any provision to the contrary contained in any prior agreement, including the Tournament Agreement, the County shall be relieved of any obligations to IPC to maintain, repair, replace or upkeep in any way the systems, equipment, infrastructure, and/or fixtures (conduit, wiring, switches, equipment, hardware, software, and ancillary items) installed and/or replaced by IPC at the Crandon Park Tennis Center and any other equipment, systems and infrastructure installed as part of the Work.

Section 14. **Inspector General:** Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, IPC shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Upgrades Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. The terms of this provision apply to IPC, its officers, agents, employees, subcontractors and assignees. Nothing contained in this Section shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of IPC in connection with this Upgrades Agreement. The terms of this Section are neither intended nor shall they be construed to impose any liability on the County, IPC or any third parties.

Pursuant to Section 2-1076 of the County Code, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and Applicable Laws. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of IPC and its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to IPC from the Inspector General or IPSIG retained by the Inspector General, IPC shall make all requested records and documents available to the Inspector General of IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in IPC's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Upgrades Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposal and agreements from and successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Section 15. **Indemnification:** IPC shall indemnify, defend and hold harmless the County, and its officers, employees, attorneys, agents and instrumentalities from and against any claim, loss, damage, liability, cost or expense, including reasonable attorneys' fees, directly arising out of (a) any breach, default or misrepresentation by IPC under this Upgrades Agreement or (b) any personal or bodily injury, including death, to any person and destruction of property resulting from the negligent performance (or failure to perform) by IPC of the Work;

provided, however, that the foregoing indemnification shall not extend to those claims, losses, damages, liabilities, costs or expenses asserted against or suffered by the County (or its officers or employees) which are due solely to the negligent acts or omissions of the County (or its officers or employees).

Section 15. **Public Records**: Pursuant to Florida Statutes 119.0701(2), IPC agrees to comply with Florida's public records law, specifically to: (a) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Florida Statutes Chapter 119.07, et seq., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of IPC upon termination of the Upgrades Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

International Players Championship, Inc.

By: _____
ADAM BARRETT

Date: 11/6/14

Metropolitan Miami-Dade County
By Its Board of County Commissioners

By: _____
Mayor

Date: _____

EXHIBIT A

Scope of Work

Electrical

IPC will undertake the following project to upgrade electrical system located North of Food Court. Install a new 400 amp waterproof switch, build a stand to support new switch, run conduit to the existing FPL transformer. Engineering drawing, permit application and site restoration is included under the scope of work. IPC will maintain this new electrical panel yearly.

Miami-Dade County will continue to be responsible for granting permission on permit application as well as approving the FPL transformer tie-in and coordination of FPL.

Cost: $29,100.00

Telephone System

IPC will undertake the following project to replace the existing telephone system in the stadium and site. Install a ShoreTel or similar VOIP system, two hundred and twenty-seven phones, software, licensing, wiring, equipment testing, installation of new rack system in Main Distribution room and disposal of the old system. IPC will maintain the equipment, handsets distribution, collection and storage per year.

Cost: $122,141.57

Audio System

IPC will undertake the following project to replace the existing system in the stadium. Install new equipment in the Headend room, twenty-eight speakers on the 400 level, seventy-two suite level awning speakers, eleven Media speakers, sixteen Player area speakers, microphones, pole brackets, wiring, yearly installation, testing and removal and storage. IPC will maintain audio system yearly.

Cost: $133,471.30

Letter of Agreement Outline

Item	Location	Descriptive	Vendor	Cost	
1. Electrical	Food Court	Current power is insuffucient	Superior	29,100.00	
				29,100.00	
2. Telephone System	Stadium and site	Replace all phones	Black Box	105,151.00	OWNED BY IPC
		Additional wiring	Fisk	5,000.00	Estimate - hourly work
		Removal of wiring and disposal of equipment	Fisk	4,000.00	Estimate - hourly work
		Sales tax		7,990.57	
				122,141.57	
3. Sound & Calling Systems	Stadium	Headend room upgrading	Trident	21,897.98	OWNED BY IPC
		400 level		65,601.70	OWNED BY IPC
		Awning Speakers		18,485.74	OWNED BY IPC
		Media room		1,498.00	
		Media Center/Dining		1,053.95	
		Photo Lounge/Locker room		690.15	
		TV Press room		1,632.71	
		Player lounge 3rd floor		1,165.23	OWNED BY IPC
		Player Dining		2,294.78	OWNED BY IPC
		Player Holding		2,409.43	OWNED BY IPC
		Gym		2,354.00	OWNED BY IPC
		Hawkeye		655.86	
		Yearly installation and removal of exisiting speakers		5,000.00	Estimate per year
		Sales tax		8,731.77	
				133,471.30	
			Total	284,712.87	
		Contingency		20,000.00	

25-Nov-14

FORMAL PROPOSAL

MIAMI BUSINESS TELEPHONE CORP.

4933 SW 74 COURT MIAMI FL 33155

PHONE: (305)669-6164

FAX: (305) 669-5422

SERVING SOUTH FLORIDA SINCE 1988!

WWW.MIAMIBUSINESSTELEPHONECORP.COM

EMAIL: SERVICE@MIAMIBUSINESSTELEPHONECORP.COM

Proposal Submitted To: SONY IMG TENNIS ATT: CATHY STOCK	**Phone:** 305-446-2200	**Date:** 9/23/14
Street Address: 1500 DOUGLAS ROAD, SUITE 230	**Quote / Job Number:** SC201435	
City, State, Zip Code: CORAL GABLES FL 33134	**Contract / Job :** New 400 Amp Disconnect Switch located on the North side of North Parking Lot.	

We hereby submit specifications and estimates for:

This quote $29,100 is for the following description of work:

Add one 400 AMP waterproof disconneot switch 120/208Volt 3 phase, 4 wire adjacent to the existing switches located in the north area of the existing parking lot. Build a stand to support the new swltch adjacent to the existing, and re-label all switches 1 of 4, 2 of 4, 3 of 4 and the new 4 of 4 - run one 3 ½" PVC pipe from the new 400 AMP disconnect switch underground to the existing FPL transformer pad with 4 #500 MCM THHN CU Wire.

Engineering drawings and permit are included.

As per a previous meeting with FPL – It is ok to proceed with this work from their transformer pad.

Payment to be made as follows: 30% down and balance upon completion.

All Material is guaranteed to be as specified. All work To be complete in a workmanlike manner according to Standard practices and all EIA/TIA code. Any changes Must be requested in writing and are not included in This proposal. This signed quote is a contractual Agreement once duly executed, no other contract shall Supersede this agreement. Cancellation penalty of 15% is Mandatory and non refundable. Customer signature below is full acceptance of all terms.

Signature: _____

Name: **Nestor Collantes, Qualifier**

Note: This proposal may be withdrawn by MBT if not accepted within 15 business days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. MBT is authorized to do the work as specified and as the customer, I will facilitate all required access in order to complete the work. I agree to make all payments as specified above.

Signature: _____ Date: _____

Print Name: _____

BLACK BOX

7/7/2014

IMG

Stadium

Qty	SKU	Description	Unit	Extended
		ShoreGear Switches in Coral Gables to support stadium:		
3	10260	ShoreGear 90 - 1U half width, Max Capacities - 90 IP phones, 4 Analog exts, 8 LS trunks	$ 1,932	$ 5,795
4	10322	ShoreGear T1k - 1U half width, PRI	$ 2,254	$ 9,017
1	10321	ShoreGear 24A - 1U full width, Max Capacities - 24 Analog extensions	$ 1,932	$ 1,932
4	10223	Kit, rack mounting tray, for ShoreGear Switch 1U half width	$ 76	$ 302
		ShoreTel Licenses:	$ -	$ -
1	29152	ShoreTel 14.2 Software	$ -	$ -
300	40005	Personal Access License	$ 384	$ 1,151
3	40006	Operator Access License	$ 129	$ 10,320
80	30035	Extension & Mailbox License	$ 90	$ 15,351
170	30039	Extension-only License	$ 319	$ 319
1	30044	Additional Site License	$ 642	$ 642
1	21020	Distributed Voice Services License (Backup Voice Mail)	$ 133	$ 16,226
		ShoreTel Instruments:	$ 207	$ 13,455
122	10495	IP Phone IP 420	$ 238	$ 9,520
65	10496	IP Phone IP 480	$ 448	$ 897
40	10497	ShorePhone IP480G	$ 8	$ 33
2	10429	ShoreTel IP Phone 655 with anti-glare screen	$ 8	$ 41
4	10304	ShoreTel Voice Mail Quick Reference, Doc. Pack, Qty 25	$ 10	$ 39
5	10502	ShoreTel 420 IP Phone Quick Reference, Doc. Pack, Qty 25	$ 20,111	$ 20,111
4	10503	ShoreTel 480/480g IP Phone Quick Reference, Doc. Pack, Qty 25		Included
		ShoreTel and Black Box Services:		
1		ShoreCare Partner Support - Five Years		Included
		Black Box Five Year Labor Warranty		
		Black Box Installation including; Data base collection, Setting and programming the system in a customer supplied rack, Software installation on a customer supplied server, placement and testing of instruments, Adm and user training for the duration of the warranty or maintenance.		Included

Investment Five Year Warranty: **$ 105,151**

Plus sales tax

Presented by Paul Feller - Black Box - valid for 60 days

TRIDENT
AUDIOVIDEO

Estimate

Date	Estimate No.
6/10/2014	5092

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

Project

Qty	Description
	Headend Room / Services / Integration
2	Equipment Rack
1	Small Form Factor PC
1	LCD Monitor/Keyboard/Mouse
1	8ch Power Amplifier
1	Modular audio input card for NION® Series audio processing products. Includes 8 balanced mic/line analog inputs
1	Modular audio output card for NION Series audio processing products Includes 8 balanced line level analog outputs
1	Misc hardware/panels/cable/connectors
1	LABOR
1	Programming
1	Engineering
1	Project Management
	Sales Tax

Total USD 21,897.98

Signature _____

15547 SW 11 Ct Terrace Miami, FL 33196
Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT AUDIOVIDEO

Estimate

Date	Estimate No.
6/10/2014	5081

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

Project

Qty	Description
16	Quasi three-way, 70 Hz - 18 kHz, 85° H x 85° V LF 1 x 8" carbon fiber, LF/MF 1 x 8" carbon fiber HF 1 x 1" compression driver 250W RMS, 600W PGM, 4 ohm Black enclosure, yoke mounting bracket included with 70V Transformer
12	Three-way, 50 Hz - 18 kHz, 90° H x 40° V LF 1 x 12" carbon fiber, MF 1 x 2" M200, HF 1 x 1" compression driver 200W RMS, 500W PGM, 4 ohm Black enclosure w/ 70V Transformer
6	Pole Mount Bracket, Single or Dual Loudspeakers with Pan Capability
1	Pole Mount Bracket Banding, 100 Feet
12	26-3/4" long stainless steel yoke mounting kit for W2-312 (black)
1	Misc Hardware/connectors/boxes/cable
1	Installation
1	Project Management
1	Engineering
1	Audio System Tuning/Equalization/Adjustment
	Sales Tax

Total	USD 65,601.70

Signature _____

15547 SW 110th Terrace Miami, FL 33196
Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT
AUDIO

6/10/2014 5091

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

		Awning Speakers
[illegible]	40	5¼" 2-Way Weather Resistant Speaker System with 70V 30W Transformer
	32	4" 2-Way Weather Resistant Speaker System with 70V 16W Transformer
	1	LABOR
		Misc Hardware
		Sales Tax

USD 18,485.74

Signature _____

[illegible]
Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT
AUDIO VIDEO

Estimate

Date	Estimate No.
6/10/2014	5086

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

Project

Qty	Description
	Media Room
3	Mic Plate
2	Line Out Audio Plate
1	LABOR
	Misc Hardware
	Sales Tax

Total USD 1,498.00

Signature _____

155 NW 11th Street Miami, FL 33136
Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT AUDIO

6/10/2014 5088

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

	Media Center / Media Dining
2	Mic Plate
1	LABOR
1	Misc Hardware
	Sales Tax

USD 1,053.95

Signature .....

Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT AUDIO

6/10/2014 5087

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

	Photo Lounge / Locker	
1	LABOR	
1	Misc Hardware	
	Sales Tax	

USD 690.15

Signature _____

Tel: 786-235-6075 / Fax: 786-358-6730 / Email: Info@tridentav.com

TRIDENT AUDIO

6/10/2014 5085

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

	5 TV Press Room
2	5¼" 2-Way Weather Resistant Speaker System with 70V 30W Transformer
1	LABOR
1	Misc Hardware
	Sales Tax

USD 1,632.71

Signature _____

Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT
AUDIOVIDEO

Estimate

Date	Estimate No.
6/10/2014	5090

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

Project

Qty	Description
	Citibank Room
1	Outdoor PZM Microphone
1	LABOR
1	Misc Hardware
	Sales Tax

Total	USD 1,165.23

Signature _____

15547 SW 110th Terrace Miami FL 33196
Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT AUDIO

6/10/2014 5082

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

		Player Dining Area
IMG I	7	4" 2-Way Weather Resistant Speaker System with 70V 16W Transformer
	1	Mic Plate
	1	LABOR
		Misc Hardware
		Sales Tax

USD 2,294.78

Signature _____

Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

TRIDENT
AUDIO

6/10/2014 5083

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

		Player Holding Area
[illegible]	4	5¼" 2-Way Weather Resistant Speaker System with 70V 30W Transformer
	1	Mic Plate
	1	LABOR
	1	Misc Hardware
		Sales Tax

USD 2,409.43

Signature _____

[illegible]
Tel: 786-235-8075 / Fax: 786-358-6730 / Email: Info@tridentav.com

TRIDENT
AUDIOVIDEO

Estimate

Date	Estimate No.
6/23/2014	5093

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

Project

Qty	Description
	Exercise Gym
8	Ceiling Speaker 70v with tile bridge
1	LABOR
	Misc Hardware
	Sales Tax

Total USD 2,354.00

Signature _____

Tel: 786-235-8075 / Fax: 786-358-6730 / Email: Info@tridentav.com

TRIDENT AUDIO

6/10/2014 5089

Name/Address

IMG Worldwide
Cathy Stock/Justin Miller

	Hawkeye
1	5¼" 2-Way Weather Resistant Speaker System with 70V 30W Transformer
1	70v Volume Control Plate
1	LABOR
1	Misc Hardware
	Sales Tax

USD 655.86

Signature _____

Tel: 786-235-8075 / Fax: 786-358-6730 / Email: info@tridentav.com

EXHIBIT B

Small Business Development Division
Project Worksheet

Project/Contract Title: CRANDON TENNIS CENTER EXPANSION - FOOD COURT ELECTRICAL UPGRADE
Received Date: 09/11/2014
Project/Contract No: RPQ NO. 122623A
Funding Source: GENERAL
Department: PARKS & RECREATION
Resubmittal Date(s):
Estimated Cost of Project/Bid: $28,955.00
Description of Project/Bid: To establish a contract to upgrade food court electrical system to include: 400 amp waterproof switch with stand, conduit, and comply with permits requirements.

Contract Measures Recommendation

Measure	Program	Goal Percent
Level 1 Set Aside	CSBE	100.00%

Reasons for Recommendation

An analysis of the factors contained in Section VI A of Implementing Order 3-22 indicates that a Level 1 Set-Aside is appropriate on this contract.

CWP Not Applicable: Less than 250K

Trade Category: 238210-Electrical Contractors And Other Wiring Installation Contractors

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Electrical Contractors and Other Wiring Installation Contractors	CSBE	$28,955.00	100.00%	123
	Total	$28,955.00		

Living Wages: YES [ ] NO [X] Highway: YES [ ] NO [X] Heavy Construction: YES [ ] NO [X]
Responsible Wages: YES [ ] NO [X] Building: YES [ ] NO [X]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

CWP _____

SBD Director 9/15/14 Date

SBDR0090 v.20130116

Small Business Development Division
Project Worksheet

Project/Contract Title: CRANDON TENNIS CENTER EXPANSION - AUDIO SYSTEM **Received Date:** 09/11/2014
Project/Contract No: RPQ NO. 122623C **Funding Source:**
Department: PARKS & RECREATION GENERAL
Estimated Cost of Project/Bid: $138,471.00 **Resubmittal Date(s):**
Description of Project/Bid: To establish a contract to furnish and install a new audio system in headend room, 28 speakers on 400 level, 72 suite level awning speakers, 11 media speakers, 16 play area speakers, microphones, pole brackets, wiring, and testing.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CSBE	

Reasons for Recommendation

NO MEASURE due to the Proprietary nature of the equipment being selected by IPC (International Players Championships, Inc.)

CWP Not Applicable: Less than 250K

Trade Category: 238210-Electrical Contractors And Other Wiring Installation Contractors

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Electrical Contractors and Other Wiring Installation Contractors	CSBE			
		Total		

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ] **Building:** YES [X] NO [ ]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ **Tier 2 Set Aside** _____

Set Aside _____ **Level 1** _____ **Level 2** _____ **Level 3** _____

Trade Set Aside (MCC) _____ **Goal** _____ **Bid Preference** _____

No Measure _____ **Deferred** _____ **Selection Factor** _____

CWP _____

SBD Director 9/15/14 Date

DBDR0090 v.20130116

32

Small Business Development Division
Project Worksheet

Project/Contract Title: CRANDON TENNIS CENTER EXPANSION - TELEPHONE SYSTEM
Received Date: 09/11/2014
Project/Contract No: RPQ NO. 122623B
Funding Source:
Department: PARKS & RECREATION
GENERAL
Estimated Cost of Project/Bid: $127,142.00
Resubmittal Date(s):
Description of Project/Bid: To establish a contract to furnish and install ShoreTel VOIP System, 227 phones, software, licensing, wiring, equipment testing, new rack system, handset distribution, disposal of old phone system.

Contract Measures Recommendation

Measure	Program	Goal Percent
No Measure	CSBE	

Reasons for Recommendation

NO MEASURE due to the Proprietary nature of the Telephone System being selected by IPC (International Players Championships, Inc.)

CWP Not Applicable; Less than 250K

Trade Category: 238210-Electrical Contractors And Other Wiring Installation Contractors

Small Business Contract Measure Recommendation

Subtrade	Cat.	Estimated Value	% of Items to Base Bid	Availability
Electrical Contractors and Other Wiring Installation Contractors	CSBE			
		Total		

Living Wages: YES [ ] NO [X] **Highway:** YES [ ] NO [X] **Heavy Construction:** YES [ ] NO [X]
Responsible Wages: YES [X] NO [ ] **Building:** YES [X] NO [ ]

Responsible Wages and Benefits applies to all construction projects over $100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____

Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____

Trade Set Aside (MCC) _____ Goal _____ Bid Preference _____

No Measure _____ Deferred _____ Selection Factor _____

CWP _____

SBD Director 9/15/14 Date

DBDR0090 v.20130116