



CITY OF CORAL GABLES

405 Biltmore Way
Coral Gables, FL 33134
(305) 460-5102

Finance Department / Procurement Division
Request for Special Procurements/Bid Waiver
(Not to exceed \$100,000 for supplies and services, \$25,000 for construction)

Section 2-691 The City Manager shall be authorized to grant special procurements/bid waivers for supplies and services in the amount not to exceed \$100,000 and on construction contracts not to exceed \$25,000 subject to public notice requirements in accordance with administrative regulations. All other contracts shall be made only when authorized by the city commission upon the written recommendations of the city manager.

PART I: Department/Vendor Information

Table with 6 columns: Division/Department, Police, Dept. Contact, Requisition No., Suggested Vendor, Value. Includes handwritten signature and date for Krizia McGraw.

PART II: Explanation (Supporting documentation must be attached)

Table with 2 columns: Special/Bid Waiver Procurement, Explanation. Contains detailed text regarding evidence storage requirements and vendor selection.

Handwritten signature of Department Head over a horizontal line.

Department Head Signature

Handwritten date 12/9/19 over a horizontal line.

Date

Horizontal line for City Manager or Designee signature.

City Manager or Designee

Horizontal line for Date.

Date



Proposal

Quote #: Q-26108-1
 Drawing Ver: 320597 1G REVISED
 Date: 12/9/2019
 Expires On: 3/31/2020

Patterson Pope

Remit To:
 10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Install To

Fernando Figueredo
 City of Coral Gables - Police Department
 2801 Salzedo Street, 4th Floor
 Miami, FL 33134
 (305) 460-5551
 ffigueredo@coralgables.com

Bill To

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brad Ostiguy	bostiguy@pattersonpoppe.com		Net 10

Prices are based on Floor plans 320597 1G dated October 8, 2019, and multiple meeting and revisions with the end users.

Price is based on Miami-Dade County Contract #RTQ-00439. The items that are not on the contract are discounted the same as the contract items.

Prices include installation, during normal business hours, freight, local delivery, trash removal and warranty.

1,200 totes for General Evidence & 600 for Drug Evidence are included.

Sales tax is NOT included.

A schedule of values to be determined.

Sub Total:	\$322,484.00
Estimated Total Tax:	
Grand Total:	\$322,484.00

Important Quote Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order for each individual accepted quote.

Please provide sign off on final drawings and indicate color choices on your PO.

Signature below indicates acceptance of this proposal and of the attached terms and conditions

Signature: _____ Effective Date: ____/____/____
 Name (Print): _____ Title: _____

Please sign and email to Brad Ostiguy at bostiguy@pattersonpoppe.com.

THANK YOU FOR YOUR BUSINESS!

Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.

2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.

3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).

4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.

5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.

6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*

7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.

Date

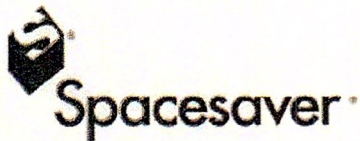
CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # _____

SPACE MADE SIMPLE



Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin, USA 53538-2798
Tel: 920-563-6362 | Fax: 920-563-2702
www.spacesaver.com

November 19, 2019

RE: Spacesaver Representation in Florida
Coral Gables Public Safety Project

To Whom It May Concern:

Spacesaver distributes its products through a network of Area Contractors. Each Spacesaver Area Contractor under obligation and contract is required to sell, service and install Spacesaver High Density Mobile Storage Systems, compact shelving and storage products in their given Primary Area of Responsibility. Patterson Pope has sole authority of these responsibilities in the state of Florida.

Spacesaver specifies that all installations must be performed by factory trained and certified technicians. I confirm that Patterson Pope is the only Spacesaver authorized installation / service technicians certified to install, service, move or add on to any new or existing Spacesaver system in their primary area of responsibility. Any existing Spacesaver system must be moved by a factory trained and certified Spacesaver installer in order to maintain its warranty and the availability of parts.

No other party other than Patterson Pope is authorized, trained or certified (which is contingent on activating and maintaining warranty) to conduct Spacesaver work in this territory. Please also note that the warranty is void if work is done by others and no other company can purchase replacement or upgrade parts for the Spacesaver systems.

We are pleased to have this firm represent Spacesaver and to have their experienced staff available locally to address your product and service needs. Spacesaver Corporation thanks you for your interest in our products and services.

Sincerely,

SPACESAVER CORPORATION

A handwritten signature in blue ink that reads 'Mark Haubenschild'.

Mark Haubenschild
President/CEO



Storage Solved®

Spacesaver Corporation is a subsidiary of Krueger International, Inc.