

Professional Services Agreement for IT Services

2018-35



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Timothy Daubert
Councilmember Luis Collazo
Councilmember Caesar Mestre
Councilmember Marilyn Ruano
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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THIS AGREEMENT made this 3rd day of October in the year 2018 ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Lansight Technology, LLC, hereinafter called the "Contractor," having a principal office at 299 Alhambra Circle, Suite 319, Coral Gables, FL 33134.

RECITALS

WHEREAS the Town of Miami Lakes issued RFP 2018-35 for IT Services on July 30, 2018; and

WHEREAS, Contractor submitted its Proposal in response to the RFP by the proposal deadline; and

WHEREAS, the Contractor's Proposal was selected as the highest-ranked proposal by an Evaluation Committee charged with reviewing and ranking all responsive proposals received in response to the RFP; and

WHEREAS, the Town has requested the Contractor to provide information technology consulting and support services ("Services"); and

WHEREAS, the Contractor has the necessary expertise to provide the requested Services and has agreed to provide said Services.

WITNESSETH, that the Town and the Contractor, for the considerations herein set forth, agree as follows:

SECTION A. GENERAL TERMS & CONDITIONS

A1. Definitions

- a. Agreement** means this instrument, as may be amended from time to time, all change orders, directives, payments and other such documents issued under or in connection with this instrument.
- b. Additional Services** means any work/services defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.
- c. Attachments** means the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.
- d. Basic Services** means the services that are expressly stated in the scope of work/services or those services so closely related in character as to be reasonably inferred to be included within the scope of work/services.
- e. Change Order** means a written document ordering a change in the Agreement price or time, or a material change in the Services to be rendered.
- f. Contractor** means the person, firm, entity, or corporation, which has entered into the Agreement to provide Services to the Town.
- g. Cure** means remedial action taken by the Contractor to correct Service, performance, deliverables, or other contractual requirements that are not in compliance with the Agreement.

- h. Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Services or compliance with the Agreement after receipt of a Notice to Cure from the Town identifying such deficiencies.
- i. Days** means calendar days unless specifically stated otherwise.
- j. Errors** means Services or work product prepared by the Contractor that are not correct or are incomplete, which results in the need for revision or re-issuance of the Services performed or developed based on the Services provided for under this Agreement.
- k. Project Manager** means the Town's designee who will manage and monitor the Services to be performed under this Agreement.
- l. Scope of Service(s)/Work** means the activities, tasks, objectives, deliverables, and completion of work provided for under this Agreement.
- m. Services or Work** mean all necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Agreement to provide the Scope of Service(s)/Work.
- n. Town Council** means the legislative body of the Town of Miami Lakes.
- o. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- p. Town or Owner** means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the owner of a Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town, as the owner, as a party to this Agreement. For purposes of this Agreement, "Town" without modification means the Town Manager.
- q. Work Order** means a document approved and issued by the Town authorizing the performance of Additional Services to be provided by the Contractor.
- r. Work Order Proposal** means a document prepared by the Contractor, at the request of the Town for Services to be provided by the Contractor.

A2. General

A2.01. Authority of the Town's Program Manager

The Town Manager hereby authorizes the Program Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to the providing of the Programs in accordance with the Agreement. The Program Manager shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town.

All interpretations and recommendations of the Program Manager shall be consistent with the intent of the Agreement. All interpretations of the Agreement shall be issued by the Town's Procurement Manager, which shall be binding upon the Contractor.

A2.02. Standard of Care

Contractor is solely responsible for the technical accuracy and quality of its Services. Contractor must perform due diligence, in accordance with best industry practices, performing the Services under this Agreement. Contractor will be responsible for the professional quality, technical accuracy and coordination of all reports, and other documents furnished by the Contractor under this Agreement. Contractor must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, documents, or other Services.

A2.03. Subcontractors

Contractor is not permitted to subcontract any of the Services under this Contract without the prior written consent of the Town Manager or designee.

In the event subcontracting is permitted, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Proposal submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Town Manager or designee.

A2.04. Taxes

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

A2.05. Change Orders

The Town reserves the right to order changes which may result in additions to or reductions in the Agreement and which are within the general scope of the Agreement and all such changes shall be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town and the Agreement.

Any changes to the Agreement must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

A2.06. Work Orders

When the Town Manager has determined to utilize Contractor for additional services or for services in connection with a specific project, the Town Manager will request in writing, a Work Order Proposal from the Contractor based on the proposed Scope of Services provided to the Contractor in writing by the Town Manager. The Contractor, the Town Manager, and others if appropriate, may have preliminary meetings, if warranted, to further define the Scope of Services and to resolve any questions. The Contractor will then prepare a Work Order Proposal following the format provided by or acceptable to the Town, indicating the proposed Scope of Services, total time for performance, time for performance of each task, phase or deliverable, staffing including proposed hours per individual and/or classification, proposed fees, Subcontractors, and

deliverable items and/or documents. The Town, at its sole discretion may provide the Contractor with a standardized Work Order Proposal Form to be used for all requests.

The Town Manager may accept the Work Order Proposal as submitted, reject the Work Order Proposal, or negotiate revisions to the Work Order Proposal. Upon successful conclusion of negotiations, the Contractor may be required to submit a revised final Work Order Proposal. If negotiations cannot be successfully completed, the Town Manager may terminate negotiations and may request a Work Order Proposal from another consultant under contract with the Town or secure such services through other means available to the Town. Upon approval of the Work Order Proposal the Town Manger will issue a written Work Order assigning the Project to the Contractor.

It is understood that a Work Order or Notice to Proceed may be issued under this Agreement at the sole discretion of the Town Manager and that the Contractor has no expectation, entitlement, right to or privilege to receive a Work Order and/or Notice to Proceed for any additional service or project. The Town reserves, at all times, the right to perform any or all Professional Services in-house, or with other private professional firms or to discontinue or withdraw any or all projects or tasks or to exercise any other choice allowed by law.

This Agreement does not confer on the Contractor any particular, exclusive or special rights to any additional service required by the Town. Outside of this Agreement, the Contractor may submit proposals and/or qualifications for any professional services, which the Contractor is qualified to perform, in response to any public solicitation issued by Town.

A2.07. Deletion or Modification of Services

The Town may during the term of the Agreement make modifications to the Services being provided. If the Contractor and the Town agree on modifications or revisions to any Services such changes shall be made through the execution of a change order executed by both parties.

A2.08. Independent Contractor

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

A2.09. Defense of Claims

Should any claim be made or any legal action brought in any way relating to the Work under the Agreement, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

A2.10. Coordination of Work

The Contractor shall perform all Services in a manner that will minimize disruption to Town's normal operations. Necessary disruptions should occur after normal Town working hours. Where this is not possible Services shall be scheduled and coordinated in advance with the Program Manager.

A2.11. Contract Extension

The Town reserves the right to require Contractor to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

A2.12. Invoicing

Contractor shall provide the Town with an invoice once per month for the Work performed in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Name and Type of Services,
- List of participants.
- Timeframe covered by the invoice
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

A3. Performance

A3.01. Performance and Delegation

The Services to be performed hereunder must be performed by the Contractor or Contractor's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Town Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any subcontractor.

A3.02. Removal of Unsatisfactory Personnel

The Project Manager or Town Manager may make written request to Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor to provide and perform Services pursuant to the requirements of this Agreement. The Contractor must respond to the Town within seven (7) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees working under this Agreement and not as employees of the Contractor or subcontractor.

A3.03. Contractor Key Staff

The parties acknowledge that Contractor was selected by the Town, in part, on the basis of qualifications of particular staff identified in Contractor's response to Town's solicitation, hereinafter referred to as "Key Staff". Contractor must ensure that Key Staff are available for Services hereunder as long as said Key Staff are in Contractor's employ. Contractor must obtain prior written acceptance of Project Manager to change Key Staff. Contractor must provide the Project Manager with such information, as may be necessary, to determine the suitability of proposed new Key Staff personnel. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A3.04. Time for Performance

The Contractor agrees to start all Services hereunder upon execution of the Agreement and complete each, task within the time stipulated in the Agreement. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time shall not be cause for any claim by the Contractor for extra compensation.

A3.05. Method of Performing the Services

The apparent silence of the Agreement as to any detail, or the apparent omission from them of a detailed description concerning any Services to be performed, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Agreement shall be made upon that basis.

A3.06. Protection of Property, Utilities, and the Public

The Contractor shall protect public and private property from damage or loss arising in connection with the providing the Services and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property of the Town or private property, which may be caused by Contractor.

A3.07. Labor Materials, Equipment, and Sales

Contractor shall provide for all labor, materials equipment, supplies, consumables, transportation and other incidental items necessary to provide the Services. The Town at its sole discretion may have purchase equipment or materials to be used under this Agreement, such as hardware, software, and similar items or have the Contractor purchase the equipment on behalf of the Town.

A4. Default

A4.01. General

If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon

written notice to Contractor, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Contractor while Contractor was in default must be immediately returned to the Town. Contractor understands and agrees that termination of this Agreement under this section does not release Contractor from any obligation accruing prior to the effective date of termination. The Town, at its sole discretion, may allow the Contractor a specified time to correct a default.

A4.02. Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

- (i) Contractor fails to obtain or maintain the required insurance.
- (ii) Contractor fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.
- (iii) Contractor fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

A4.03. Time to Cure Default; Force Majeure

Town through the Town Manager will provide written notice to Contractor as to a finding of default, and Contractor must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Contractor provides written justification deemed reasonably sufficient.

Should any such failure on the part of Contractor be due to a condition of Force Majeure as the term is interpreted under Florida Law, then the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

A5. Termination of Agreement

A5.01. Town's Right to Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon thirty (30) days' written notice. Upon termination of this Agreement, documents, analysis, materials, and/or reports, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Contractor will be paid for the Services performed and accepted, provided that said documentation is turned over to the Project Manager or Town Manager within ten (10) business days of termination.

A5.02. Contractor's Right to Terminate

The Contractor shall have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within thirty (30) days from the date of the Town's receipt of a written statement from Contractor specifying its breach of its duties under this Agreement.

A5.03. Termination Due to Undisclosed Lobbyist or Agent

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm,

other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

For the breach or violation of this provision, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A5.04. Fraud & Misrepresentation

The Town may terminate this Agreement with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, conflicts of interest, or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

A5.05. Funds Availability

Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

A6. Documents and Records

A6.01. Ownership of Documents

All documents, analysis, materials, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, including all electronic digital copies, will be considered works made for hire and are the property of the Town, without any restriction or limitation on their use. Upon expiration or termination of the Agreement the Contractor must turn over all records, documents and data, whether used or not used, including electronic data as required under Florida Statute 119.0701(d). Contractor is to keep copies of all such records, documents, or data for its records. However, this Article will continue in full force and effect after the expiration or termination of this Agreement.

A6.02. Delivery upon Request or Cancellation

Failure of the Contractor to promptly deliver all such documents in the possession of the Contractor, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Contractor until Contractor delivers all such documents. Contractor will have no recourse from these requirements.

A6.03. Nondisclosure

To the extent allowed by law, Contractor agrees not to divulge, furnish, or make available to any third person, firm, or organization any information or documentation related to this Agreement, without Town Manager's prior written consent, or unless incident to the proper performance of the Contractor's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Contractor hereunder, and Contractor must require all of its employees, agents and Subcontractors comply with the provisions of this paragraph. Contractor will be entitled to limited use of the information and documents related to this Agreement, which will be used for the sole purpose of marketing to generate new business clients.

A6.04. Access to and Review of Records

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Agreement. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

A6.05. Maintenance of Records

Contractor will keep adequate records and supporting documentation, which concern or reflect its Services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by Contractor for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours. The Contractor agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Contractor.

Contractor shall also comply with the following requirements of the Florida Public Records Law including:

- (i) Contractor must keep and maintain all public records required by the Town in order to perform services under this Agreement.
- (ii) Upon request from the Town's custodian of public records, Contractor shall provide the Town with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (iii) Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the contract if the Contractor does not transfer the records to the Town.
- (iv) Upon completion of the contract, Contractor shall transfer, at no cost, to the Town all public records in the possession of the Contractor, or keep and maintain public records required by the Town to perform the service under this contract. If the Contractor transfers all public records to the Town upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS VIA PHONE (305) 364-6100 x

1138; EMAIL CLERK@MIAMILAKES-FL.GOV; OR MAIL AT TOWN OF MIAMI LAKES, 6601 MAIN STREET, MIAMI LAKES, FL 33014.

A7. Insurance

The Contractor must not start Services under this Agreement until the Contractor has obtained all insurance required hereunder and the Town Manager has approved such insurance. Should the Contractor not maintain the insurance coverage required in this Agreement, the Town may cancel this Agreement or, at its sole discretion, must purchase such coverage and charge the Contractor for such coverage purchased.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

A7.01. Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A7.02. Verification of Insurance Coverage

The Contractor must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Contractor. Contractor must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Contractor must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within thirty (30) days of the change. Contractor must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A7.03. Forms of Coverage

A7.03-1. Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

A7.03-2. Comprehensive Automobile & Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

A7.03-3. Workers' Compensation Insurance

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation. Should the Contractor be exempt from Florida's Worker's Compensation insurance requirement the Contractor must provide documentation from the State of Florida evidencing such exemption.

A7.04. Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor. Contractor must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

A7.05. Certificate of Insurance

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fourteen (14) days of notification of an award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

A7.06. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. For Services provided at Royal Oaks Park and Miami Lakes Optimist Park the Miami-Dade County Public School System shall also be named as an additional insured. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

A8. Contract Disputes & Mediation

A8.01. Claims

Any claim shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within ten (10) days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town's Procurement Manager, unless said individual allows additional time for submission. The written notice must be accompanied by Contractor's written notarized statement that any adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Agreement. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

Delays may include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

Contractor shall not be entitled to an compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

A8.02. Resolution of Disputes

Contractor understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Contractor to notify the Procurement Manager in writing of the dispute. Contractor must, within five (5) calendar days of the initial notification, submit all supporting documentation to the Procurement Manager. Failure to submit such notification and documentation will constitute a waiver of protest by the Contractor. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the dispute the Contractor may submit an appeal of the Procurement Manager's finding in writing within five (5) calendar days to the Town Manager. Failure to submit such an appeal of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Contractor will not be entitled to seek judicial relief unless:

- i. it has first received the Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) calendar days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of ninety (90) calendar days has expired where the Town Manager's decision is subject to Town Council approval; or
- iii. Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A8.03. Mediation – Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the Agreement, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis. The Contractor agrees to include such similar contract provisions with all Subcontractors and/or independent contractors and/or contractors retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

In an effort to expedite the conclusion of any litigation, the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A8.04. Continuing the Services

Contractor shall continue to provide the Services during all disputes or disagreements with Town. No Services shall be delayed or postponed pending resolution of any disputes or disagreements.

A8.05. Stop Work Order

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Services due to any conflict or potential conflict with Town operational requirements, storm related events, or other similar circumstances. The Town, where possible will make every effort to provide at minimum of forty-eight (48) hours advanced notice.

A8.06. Set-offs, Withholding, & Deductions

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

A8.07. Time in Which to Bring Action Against the Town

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or

based upon the Agreement by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Agreement, or if the Agreement is terminated under the provisions of the Agreement unless such action is commenced within six (6) months after the date of such termination by the Town.

A9. Miscellaneous

A9.01. Indemnification

The Contractor will hold harmless, defend, and indemnify the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Contractor or its employees, agents, or subcontractors. The Contractor will pay all claims and losses of any nature whatsoever in connection therewith in the name of the Town when applicable, and will pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Contractor's obligation under this paragraph will not be limited in any way by the agreed upon the Agreement value, or the Contractor's limit of, or lack of, sufficient insurance protection and applies to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Contractors, its agents, servants, or representatives.

The Contractor's obligation to indemnify the Town shall survive the expiration or termination of this Agreement.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Agreement.

A9.02. Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Contractor and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach of any provision of this Agreement.

A9.03. Severability

In the event any provision of the Agreement is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Agreement in its entirety. An election to terminate the Agreement based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

A9.04. Nonexclusive Agreement

Contractor Services under this Agreement are to be provided on a nonexclusive basis and the Town, at its sole discretion and right, may engage other firms to perform the same or similar Service, provided, however, that the Town will first notify the Contractor that the Town has

engaged such similar Service and that the duties performed or Service provided, to the extent they may conflict between the Contractor and those other firms engaged, are delineated by the Project Manager so that the Contractor and those similarly engaged are clear as to their responsibilities and obligations.

A9.05. Successors and Assigns

The performance of this Agreement must not be transferred, pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, or an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder requiring prior Town approval.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Contractor's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Contractor will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/ Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

A9.06. No Waiver

Town and Contractor agree that each requirement, duty, and obligation set forth in the Agreement is substantial and important to the formation of the Agreement and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Agreement shall not be deemed a waiver of such provision or modification of the Agreement. A waiver of any breach of a provision of the Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement.

A9.07. Applicable Law and Venue

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Contractor's duties to indemnify the Town where Contractor must pay the Town's reasonable attorney's fees.

A9.08. Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended and at the place last specified; and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For Town of Miami Lakes:

Alex Rey
Town Manager
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

For Contractor:

Antonio Gomez
Lansight Technology, LLC.
8835 SW 107 Avenue Suite 373
Miami, Florida 33176
tony@lansight.com

With a copy to:

Thomas Fossler
Procurement Manager
At the same address as above
fossler@miamilakes-fl.gov

A9.09. Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction will be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement includes the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A9.10. Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Contractor and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A9.11. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

A9.12. Compliance with Laws

Contractor must comply with all applicable laws, codes, ordinances, rules, regulations, and resolutions, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. This includes the Contractor maintaining in good standing all required licenses, certificates, and permits as required to perform the Services.

A9.12-1. Non-Discrimination

Town warrants and represents that it does not and will not engage in discriminatory practices and that there must be no discrimination in connection with Contractor's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status, or national

origin. Contractor further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A9.12-2. ADA Compliance

Contractor must affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor, or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines, and standards. Additionally the Contractor must take affirmative steps to insure nondiscrimination in employment of disabled persons.

A9.13. No Partnership

Contractor is an independent contractor. This Agreement does not create a joint venture, partnership, or other business enterprise between the parties. The Contractor has no authority to bind the Town to any promise, debt, default, or undertaking of the Contractor.

A9.14. Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A9.15. Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for the services and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, or change in regulations, upon thirty (30) days' notice. The Contractor shall be entitled to discontinue Services, which may include uncompleted hearings, without any recourse by the Town if the funding is not available to pay for Services not yet begun. In any event, the Town acknowledges that it will pay for Services performed that have been properly authorized by the Project Manager.

A9.16. Third-Party Beneficiary

Contractor and the Town agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third-party under this Agreement.

A9.17. No Estoppel

Neither the Town's review, approval, or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Contractor will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Contractor's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

A9.18. Force Majeure

The Town and Contractor will be excused from the performance of their respective obligations under the Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental

authority, delay or failure or shortage of any type of equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Article for a period in excess of two (2) months, provided that in extenuating circumstances, the Town may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure.

The following circumstances shall not constitute Force Majeure:

- a. Economic hardship
- b. Inclement weather except as permitted by Florida law

A9.19. Town May Avail Itself of All Remedies

The Town may avail itself of each and every remedy stated in the Agreement or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

END OF SECTION

SECTION B. SPECIAL TERMS & CONDITIONS

B1. Scope of Service

The following summarizes the responsibilities and services to be provided to the Town in the area of information technology ("IT") support services. The Town's intention is for the Contractor to provide comprehensive IT support services to the Town, which may require changes in operating procedure and hardware/software support as technology progresses over the course of this contract. **The Scope of Services shall not be deemed to be all-inclusive and changes may be made from time to time, as authorized by the Town Manager or Project Manager, due to changes in technology or the IT service requirements by the Town.**

B1.01. Initial Assessment

The Contractor shall assess the documents listed below and conduct a survey of the Town's IT inventory and infrastructure to verify the accuracy of the documents.

- i. Hardware Inventory & Primary Responsible Party
- ii. Network Diagram

B1.02. General Responsibilities

- a. **General Onsite Support & Minimum Staffing Hours** – Contractor shall provide at least one staff member to provide onsite support during regular business hours, Monday through Friday from 8:30am to 5:00pm, excluding holidays observed by the Town. This staff member must remain on premises at all times during regular business hours except for a thirty (30) minute break for lunch and two fifteen (15) minute breaks during the day. Staff member presence must comply with the then-current policy for regular Town staff attendance policy. On-call after hours and weekend support shall be available at all times with a response time for critical issues of no more than 30 minutes. Critical issues include, but are not limited to, down email servers/service, essential application failures, major disruptions in services to the public, or other technology disruptions deemed critical by the Town.
- b. **After Hour Meetings** – Contractor shall provide onsite support for every Town Council meeting, every Planning & Zoning Board meeting, and Committee/Guest presentation as needed. Regular Town Council meetings take place the 1st Tuesday of every month and Planning & Zoning Board meetings take place once per month on a date agreed to by the Board. Specific meeting schedules are available on the Town's website. Contractor shall be responsible for audio volume control and setup for any presentations during these meetings. Contractor's staff member must remain on premises to provide support until the conclusion of each meeting. The Town anticipates approximately fifty (50) after hour meetings per year.
- c. **Town's IT Liaison/Representative/Consultant** – Contractor shall act as the IT subject matter expert and attend any meetings as directed by the Town Manager or his/her designee during regular business hours. Adequate notice of meetings will be provided by Town staff to ensure a qualified representative from the Contractor attends such meetings.
- d. **Document Retention** – Act in accordance with Florida's Open Government and Public Records laws regarding electronic document retention. See the State of Florida's General Records Schedule GS1-SL for State and Local Government Agencies for reference. Contractor shall assist the Town Clerk with public records requests on an as-needed basis.

- e. **Backup and Maintenance Services** – Contractor must ensure scheduled, preventive maintenance for equipment and data is promptly performed and documented.
- f. **Emergency Response** – Contractor shall provide emergency technical, communication, and IT support services in the event of emergency situations per the direction of the Town Manager or his/her designee in such situations.
- g. **Telecommunications**- Contractor shall manage all voice communication devices, platforms, and systems. The communications system includes but is not limited to: network/security/VoIP for Cisco telecommunication devices, support management of VoIP phones, the voice mail systems and the Town’s automated call flow. Proposer is responsible for providing data to mobile devices including PDAs, tablets, notebooks or other devices not specifically identified.
- h. **Website Support** – The Town is in the process of training departmental power users to manage content in the Town’s Joomla website. The Contractor shall support these power users as-needed in coordination with the Town’s Website Administrator.

B1.03. Network Administration Services

Scope of activity includes routine monitoring of all Town network equipment including switches, firewalls, routers, and other security devices including the Cisco voice and related devices. Proposer shall be responsible for primary installation of new equipment and maintenance of printers, network copiers/scanners, etc. Monitor network performance and capacity management services. This activity includes the oversight, supervision, and management of all of the Town's Wi-Fi public hot spots.

Server Administration Services - Manage computer network and associated hardware, software, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Setup new users and edit or remove existing users on server. Monitor server performance and capacity management services. Management of user log-ins and security.

Cybersecurity - Maintenance of virus detection programs on Town servers, email, and all other Town computers and laptops. Perform security audits as requested and notify Town personnel immediately of suspected breaches of security or instruction detection.

B1.04. Helpdesk, Software & Applications Support

Perform basic support functions including installing PCs, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops and desktops for standard applications, and identifying and correcting hardware problems and performing advanced troubleshooting. Support all Town mobile devices and applications (PDA, smart phone, iPad, tablets etc.) in coordination with service providers and technical support offered by vendors or manufacturers. Troubleshoot day-to-day IT operations for end users.

Software/Third-Party Applications Services- Scope of activity includes oversight, management, and support of the Town’s applications as described in Exhibit B, under Descriptions of Current Software & Hardware. Proposer may leverage third party application support to facilitate troubleshooting.

B1.05. Professional Services and Strategic Planning

Contractor will be responsible for development of long-term strategic plans (Information Technology Master Plan), Business Continuity/Disaster Recovery (BC/DR) plans, Cybersecurity Plan, solicitations for major IT system purchases, or other professional Information Technology services will be assigned on a work order basis. Detailed project specifications, deliverables and financial information pertaining to professional services will be negotiated prior to the issuance of a work order. Work Orders must be authorized by the Town Manager or his/her designee.

B2. Term

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town. The Town shall have the right, at its sole option, to renew the Agreement for two (2) additional one (1) year periods, or any portion thereof. In the event the Town exercises such right, all terms and conditions, and requirements of the Agreement, including all costs, shall remain the same as specified in the Agreement and apply during the renewal period(s).

B3. Additional Services

A Work Order must be issued for any Additional Services performed under the Agreement. Work Orders may be issued based on cost per task, hourly rates, unit costs, or time and materials depending on the type of Work to be performed. The hourly rates contained in the Agreement shall be used for basis for determining the cost for any Additional Services. Where an hourly rate is not included in the Agreement, new hourly rates will be negotiated to the mutual satisfaction of both parties and added to the Agreement for any future Additional Service requests.

Upon identifying Additional Services to be performed on an as-needed basis, the Program Manager will notify the Contractor of the required Additional Services. This notification will include the following:

- A Work Order for Work to be performed based on pre-established pricing.
- A request for a Work Order Proposal for review by the Program Manager

B4. Compensation

For services rendered, the Town shall pay the amounts identified in Exhibit A – Fee Schedule, as may be amended from time to time, which is incorporated into and made a part of this Agreement.

B5. Management of Staff

The Contractor shall manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the Performance Standards. Such management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision.

The Contractor's Project Manager shall have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Services under this Contract.

The Project Manager shall be responsible for the performance of all of the Services and shall be the primary contact with the Town. The Project Manager shall be available to discuss Agreement matters and performance issues with the Program Manager during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. The Contractor shall provide to the Program Manager contact information (i.e. phone, email address, cell phone) for the Project Manager, who shall be available twenty-four hours, seven days a week to be able to respond to emergencies.

B6. Background Checks

Contractor shall comply, at its own cost, with the Town's Administrative Order 07-01, requiring the Contractor to conduct background investigations for all instructors, employees, or volunteers prior to the Licensees use of the Property under this Agreement.

Contractor shall not allow any employee, who does not meet the above stated requirements to provide any Service at the Town's facilities under this Agreement.

An affidavit indicating all applicable staff have passed the background check, which must be received prior to the commencement of the Services or a new staff person starting work. A new Affidavit shall be required on an annual basis.

B7. Reports

Contractor shall provide written reports to the Program Manager on a monthly basis providing a breakdown of work performed. The specific format and details shall be determined by the Program Manager. At a minimum the reports shall include the following:

- a. Number and nature of service tickets received, open, closed and pending
- b. Number of emergencies, brief description of the emergency and status of the emergency
- c. Breakdown of maintenance performed
- d. Detail of upgrades performed
- e. Identify any obstacles preventing Contractor from performing any Services or Work Orders pursuant to this Agreement

On a quarterly basis the Contractor shall provide the Program Manager a report of ongoing issues, recommendations for improvements, with associated costs, and anticipated or potential issues that may or will need to be addressed.

B8. Ownership of Work Product

All Services and rights to work produced, developed or acquired by Contractor under this Agreement, including ownership of any copyrights to work produced under this Agreement shall be transferred to and become exclusive property of the Town, and all materials developed or acquired under the Agreement shall be delivered to the Town prior to the termination date of the Agreement. Contractor acknowledges that the compensation paid under this Agreement is due consideration for transfer of ownership of any copyrights for work produced under this Agreement.

B9. Response Times

Time is of the essence with regards to performance or response to special/emergency requests for service. Contractor shall meet or exceed the following response times:

- a. Service Tickets - Contractor shall respond to service tickets within thirty (30) minutes during normal working hours.
- b. Emergencies
 - 1. During normal working hour Contractor shall respond within ten (10) minutes to resolve the issue
 - 2. After 5:00 pm Contractor shall respond remotely within one hour to resolve the issue. If the issue cannot be resolved remotely the Contractor shall be on site within two (2) hours to resolve the issue.

B10. Hurricane or Disaster Services

The Contractor shall provide Services to the Town on a “first priority” basis in the event of a potential or actual public emergency or disaster such as a hurricanes, tornados, fires or other similar acts or circumstances. The Town will rely on Contractor for the protection and recovery of its IT infrastructure both before and after the emergency or disaster event.

Pre-disaster Services shall include but not be limited to:

- a. Assisting in securing and protecting all hardware and software to mitigate any potential adverse impacts.
- b. Backing-up and remotely storing all data.

Post emergency/disaster services shall include but not be limited to:

- a. Assisting in restoring all hardware and software.
- b. Confirming the status of and access to existing data, and restoring any lost data
- c. Work with the Program Manager to identify and damage equipment, or software and developing a plan of action to restore, replace or correct such damage as necessary.
- d. Assist in developing any reports required for insurance, FEMA, or others to recover costs.

Contractor shall provide Emergency Response IT services as specified in the Town’s Hurricane Plan.

B11. Key Personnel

The Contractor may assign, reassign and substitute personnel at any time. In the event it becomes necessary for the Contractor to substitute key personnel, such substitution will take place in consultation with the Program Manger and will be made upon the Program Manager’s prior written approval, which will not be unreasonably withheld.

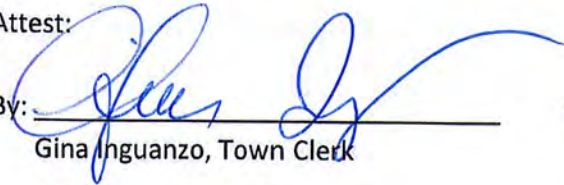
SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2018-35 made this 3rd day of October in the year 2018 in an amount not to exceed \$ 745,000.00 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Lansight Technology LLC, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.


Attest:

By: 
Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: 
Alex Rey, Town Manager

Legal Sufficiency:

By: 
Raul Gastesi, Town Attorney

Date: 10/3/18

Signed, sealed and witnessed in the presence of:

By: 

CONTRACTOR

Lansight Technology LLC
(Contractor's Name)

By: 
Name: Tony Gomez

Title: Managing Partner

Date: 8/23/2018

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, Lansight Technology, LLC, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

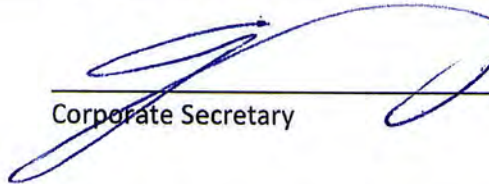
WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the Managing Partner
(type title of officer)

Tony Gomez
(type name of officer), is hereby authorized

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 23 day of August, 2018.


Corporate Secretary

(Corporate Seal)

EXHIBIT A – FEE SCHEDULE



PRICE PROPOSAL FORM

This Proposal is submitted on behalf of Lansight Technology, LLC, (hereinafter "Proposer")
located at _____
(Name of Proposer)

8835 SW 107th Ave, Suite 373, Miami, FL 33176, submitted on 08/24/2018
(Address) (Date)

to furnish all Work as stated in the RFP and Contract Documents for **RFP No. 2018-35 for**

IT Services

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Proposal Form is submitted as part of the Proposer's Proposal submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes.

Proposer has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Proposer has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Proposer acknowledges that the Town will rely on such statements, information, and representations in selecting a Proposer, and hereby grants the Town permission to contact any persons or entities identified in the RFP to independently verify the information provided herein.

No attempt has or will be made by the Proposer to induce any other person or firm to not submit a response to this RFP and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Proposer has had no contact with Town personnel regarding the RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Proposer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Proposer or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Proposer prior to submission of the Submittal, either directly or indirectly, to any other Proposer or competitor.



Proposer is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Proposer must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Proposer agrees, if this Proposal is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Proposal Form represents by signing, that he/she is duly authorized to sign on behalf of the Proposer and that all information and documents submitted in response to the RFP are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

PROPOSAL PRICE

Proposer's **TOTAL PROPOSAL AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.


Line Item	Task/Title	UM	Unit Price	Quantity	Total Price
1	Fixed Rate for General Onsite Support	Weekly	\$ 2,600	260	\$ 676,000
2	Fixed Rate for After Hour Meetings Support	EA	\$ Included	250	\$ Included
TOTAL PROPOSAL AMOUNT					\$ 676,000

Firm's Name: Lansight Technology, LLC

SSN or Federal ID No.: 82-3543217 Telephone No.: 305-992-0337

E-Mail Address: tony@lansight.com Facsimile No.: 305-445-8897

Town/State/Zip: Miami, FL 33176

Printed Name/Title: Tony Gomez / Manager Signature: 



ADDITIONAL SERVICES*

Line Item	Task/Title	UM	Unit Price
1	Emergency Response	Hourly	\$ 105
2	Network Administrator	Hourly	\$ 70
3	Helpdesk Technician	Hourly	\$ 35
4		Hourly	\$
5		Hourly	\$
6		Hourly	\$
7		Hourly	\$

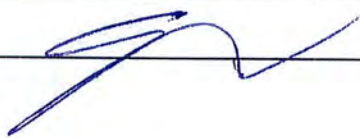
*Rates indicated in the table above shall be used to determine the cost of additional services issued via work order.

Firm's Name: Lansight Technology, LLC

SSN or Federal ID No.: 82-3543217 Telephone No.: 305-992-0337

E-Mail Address: tony@lansight.com Facsimile No.: 305-445-8897

Town/State/Zip: Miami, FL 33176

Printed Name/Title: Tony Gomez / Manager Signature: 

Weekly Breakdown				
Task	Unit	Unit Price	Quantity	Total Price
Helpdesk - Town Hall	Hourly	35	20	700
Helpdesk - Parks	Hourly	35	4	140
Procurement Support	Hourly	35	8	280
Audio / Visual Coverage	Hourly	50	5	250
Network Administration	Hourly	70	9	630
Director of IT Services	Hourly	75	8	600
				2600
Note: All A/V Requests are included in the weekly price.				
Note: Emergency Support is included in the weekly price with the exception of emergency events such as natural disasters, terrorist acts, etc... that require Alpha / Bravo type staffing. Such events will be billed at \$1,680 / day or \$105 / hour.				

EXHIBIT B – CONTRACTOR’S PROPOSAL



LANSIGHT TECHNOLOGY, LLC.

Information Technology Services
Town of Miami Lakes
RFP NO. 2018-35
Part A - Technical Component

Prepared by: Tony Gomez, Managing Partner – Lansight Technology, LLC.
August 20th, 2018



LANSIGHT CONSULTING, INC.

1. Company Declaration
 - a. Form CPD – Company Declaration (see next page for attachment)



Company Profile and Declaration

Solicitation Name: Information Technology Services

Solicitation Number: RFP NO. 2018-35

Submitted By: Lansight Technology LLC
(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

Antonio Gomez
(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

8835 SW 107th Ave, Suite 373
(Street Address)

Miami, FL 33176
(City/State/Zip Code)

tony@lansight.com
(Email Address)

305-992-0337
(Phone Number)

Declaration

I, Antonio Gomez hereby declare that I am the
Print Name

Managing Partner of Lansight Technology LLC
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

- 13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
- 14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami Dade County, State of Florida on 2018.

Signature 

Antonio Gomez
Print Name

Subscribed and sworn to before me this 8 day of August, 2018.

Signature 

Keith R Hoelzel
Print Name



KEITH R. HOELZEL
 MY COMMISSION # FF 965122
 EXPIRES: February 28, 2020
 Bonded Thru Budget Notary Services

(Notary Seal/Stamp)



LANSIGHT CONSULTING, INC.

2. Proposal Narrative

a. Narrative:

Lansight Technology, LLC (Lansight) is an Information Technology (IT) Service provider formed by the union of IT service providers Gomez Technology Solutions, LLC and Lansight Consulting Inc.

Gomez Technology Solutions and Lansight Consulting have been providing IT services to business and governmental organizations in South Florida, New York and the Bahamas since 2007 and 2002 respectively. The purpose of the merger was to augment staff as well as to provide employees with enhanced benefits (e.g. health coverage, retirement benefits, life/disability insurance, etc.).

Lansight has continued and built on Gomez Technology Solutions' successful support model of leveraging modern automated and remote management technologies; but not at the expense of a substantial onsite presence. This hybrid approach allows for service to be delivered with the efficiency of modern technology as well as the proficiency of dedicated, on premise personnel.

Lansight will allocate four fixed resources to the Town of Miami Lakes (TOML). The fixed resources will include the following:

1. Helpdesk Technician – Will server as tier 1 desktop support and provide backup Audio/Visual (A/V) coverage.
2. Network Administrator – Will serve as tier 1 desktop support, tier 1 network administration and primary A/V coverage.
3. Network Administrator – Will server as tier 2 desktop support and tier 2 network administration.
4. Director of IT - Will serve as backup tier 2 network administration and will provide project management and research on IT related projects and IT components of broader TOML projects.

The remaining Lansight staff members will be accessible to TOML as additional backups to the four dedicated resources as well as to augment skill sets in cases where specific subject matter needs warrant their individual expertise.



LANSIGHT CONSULTING, INC.

3. Qualifications of the Proposer

- a. Form CQQ – Company Qualifications Questionnaire (see next page for attachment)
- b. Form CR – Client Reference Form (see following pages for attachments)
- c. Copy of Florida Articles of Incorporation and Annual Reports (see following pages for attachments)
- d. Copy of DBPR Certificate (see following page for attachment)



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

1

a. Professional Licenses/Certifications (include name and license #)* Issuance Date

NA

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company: _____

a. FEIN/EIN Number: 82-3543217

b. Dept. of Business Professional Regulation Category (DBPR): General / Sales Tax Exempt

i. Date Licensed by DBPR: 01/10/2018

ii. License Number: 23-8017405952-0

c. Date registered to conduct business in the State of Florida: 01/01/2018

i. Date filed: 11/10/2017

ii. Document Number: L17000233526

d. Primary Office Location: 299 Alhambra Circle, Suite 319, Coral Gables, FL 33134

e. What is your primary business? Business IT Service Provider
(This answer should be specific)



f. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
Gomez Technology Solutions LLC	DBPR 23-8013723937-2	01/02/07
Lansight Consulting Inc.	DBPR 23-8012443130-1	08/20/02

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Gomez Technology Solutions, LLC		50% Ownership
Lansight Consulting Inc.		50% Ownership

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their signing authority (use additional pages/attachments if necessary)

Name	Title	Signatory Authority (All, Cost Up to \$Amount, No-Cost, Other)
Antonio Gomez	Managing Partner	All
Bismarck Canut	Managing Partner	All



4. Employee Information

- a. Total No. of Employees: 9
 - b. Total No. of Managerial/Admin. Employees: 2
 - c. Total No. of Trades Employees by Trade (Ex. 20 Systems Analysts; 5 Programmers; 2 Web Developers, etc.):
2 Network Engineers, 5 Network Administrators, 2 Computer Technicians
-
-

5. Recent Contracts

- a. Identify the five (5) most recent contracts in which your company has provided services and provide contact information for reference.

Grove Bay Group, Ignacio Garcia-Menicol, (786) 866-9854
Leon Strategic Consulting, Andro Nodarse-Leon, (305) 358-7720
LAX Floral, Alex Lapeyre, (786) 487-3840
Vanguard Cleaning Systems of South Florida, Jose Arriaga, (786) 517-9590
Berens & Fernandez, Andres Fernandez, (305) 329-2990

6. Insurance Information:

- a. Insurance Carrier name & address:
United States Liability Insurance Group, 1190 Devon Park Drive, Wayne, PA 19087
- b. Insurance Contact Name, telephone, & e-mail:
Elio Alfonso, InsureFirst, 786-347-9191, elio@insfirst.com
- c. Number of Insurance Claims paid out in last 5 years & value: 0/0



7. Have any lawsuits been file against your company in the past 5 years? Yes No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. Yes No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? Yes No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No

If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

13. Support Services Questionnaire:

- a. Describe below how help desk support is provided:

Town Hall's IT phone and email will be monitored
on premise during business hours.



High/VIP all interested parties are immediately notified for prioritization and resolution.

g. What is your average response time and service level agreement with customers?
Response times are within 30 minutes.

h. Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the Town?

Backup and Disaster Recovery
Comprehensive IT Cloud Packs
Data Destruction

i. Describe below your understanding of retention policy and public record law with regards to municipal government:

Retention and Public Records Laws are complex. With few exceptions we follow the assumption that all municipal govt. data is subject to public records requests. With hard drive storage being cost effective these days we recommend keeping everything indefinitely and would rely on the Town Clerk for direction on any potential destruction or archival of data.



14. In the space below, describe any other experience, not covered by any of the stated submittal requirements of the RFP, related to the Services to be performed under the Contract that Proposer believes is unique to its organization and would benefit the Town.

Lansight's staff has provided IT services to TOML for the
past 5+ years as Gomez Technology Solutions. Aside from
a zero degree learning curve regarding TOML's network
infrastructure, technology solutions and operations we believe
that the institutional knowledge that we have cultivated in that time
is a significant asset to TOML, it's leaders and it's residents.
We are very excited about the prospect of continuing our
relationship with the Town of Miami Lakes.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By: _____

Signature of Authorized Officer

Antonio Gomez

Printed Name

08/18/2018

Date



Vendor Reference Form

Reference #2 (required)

Proposer's Name: Lansight Technology, LLC

Reference's Name: Leon, Mayer & Co.

Address: 848 Brickell Avenue, Suite 900

Name of Project: Managed IT Services

Contact Person (Name/Title): Andro Nodarse-Leon / Managing Partner

Contact Telephone #: 305-358-7720 Contact E-Mail Address: anleon@leonmayer.com

Location of Services: Brickell, FL & New York City, NY

Initial Contract Value: \$ 84,000 Final Contract Value: \$ 192,000

Is the Contract still active?: Yes No Number of Change Orders: None

Start Date: 2008 Completion Date: Active

Brief description of the scope of work performed for this reference:

Managed IT Services, Director of IT Services,

Network Administration, Desktop Support

FOR OFFICIAL USE ONLY

<input type="checkbox"/> Attempt 1	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 2	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 3	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified
<input type="checkbox"/> Attempt 4	_____	<input type="checkbox"/>	<input type="checkbox"/>
	Time and Date	Message Left	Verified

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L17000233526
FILED 8:00 AM
November 10, 2017
Sec. Of State
ccave

Article I

The name of the Limited Liability Company is:

LANSIGHT TECHNOLOGY, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL. 33176

The mailing address of the Limited Liability Company is:

8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL. US 33176

Article III

Other provisions, if any:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

BISMARCK CANUT
8835 S.W. 107TH AVENUE
SUITE 373
MIAMI, FL. 33176

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BISMARCK CANUT

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
LANSIGHT CONSULTING, INC.
6821 S.W. 147TH AVENUE, SUITE 4C
MIAMI, FL. 33193 US

Title: MGR
GOMEZ TECHNOLOGY SOLUTIONS, LLC
6800 S.W. 40TH STREET, SUITE 226
MIAMI, FL. 33155 US

L17000233526
FILED 8:00 AM
November 10, 2017
Sec. Of State
ccave

Article VI

The effective date for this Limited Liability Company shall be:

01/01/2018

Signature of member or an authorized representative

Electronic Signature: BISMARCK CANUT

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**Electronic Articles of Organization
For
Florida Limited Liability Company**

L06000116023
FILED 8:00 AM
December 05, 2006
Sec. Of State
mthomas

Article I

The name of the Limited Liability Company is:
GOMEZ TECHNOLOGY SOLUTIONS, LLC

Article II

The street address of the principal office of the Limited Liability Company is:
3000 CORAL WAY
613
MIAMI, FL. US 33145

The mailing address of the Limited Liability Company is:
3000 CORAL WAY
613
MIAMI, FL. US 33145

Article III

The purpose for which this Limited Liability Company is organized is:
ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:
ANTONIO GOMEZ
3000 CORAL WAY
613
MIAMI, FL. 33145

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANTONIO GOMEZ

Article V

The name and address of managing members/managers are:

Title: MGR
ANTONIO GOMEZ
3000 CORAL WAY #613
MIAMI, FL. 33145 US

L06000116023
FILED 8:00 AM
December 05, 2006
Sec. Of State
mthomas

Article VI

The effective date for this Limited Liability Company shall be:

01/01/2007

Signature of member or an authorized representative of a member

Signature: ANTONIO GOMEZ

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L06000116023

Entity Name: GOMEZ TECHNOLOGY SOLUTIONS, LLC

Current Principal Place of Business:

6800 SW 40TH STREET #226
MIAMI, FL 33155

Current Mailing Address:

6800 SW 40TH STREET #226
MIAMI, FL 33155 US

FEI Number: 20-5992781

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GOMEZ, ANTONIO
6800 SW 40TH STREET #226
MIAMI, FL 33155 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name GOMEZ, ANTONIO
Address 3000 CORAL WAY #613
City-State-Zip: MIAMI FL 33145

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANTONIO GOMEZ

MGR

03/01/2018

Electronic Signature of Signing Authorized Person(s) Detail

Date

**Electronic Articles of Incorporation
For**

P02000088463
FILED
August 15, 2002
Sec. Of State

LANSIGHT CONSULTING INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

LANSIGHT CONSULTING INC.

Article II

The principal place of business address:

11031 SW 138 AVE
MIAMI, FL. 33186

The mailing address of the corporation is:

11031 SW 138 AVE
MIAMI, FL. 33186

Article III

The purpose for which this corporation is organized is:

A CORPORATION FOR THE PURPOSE OF PROVIDING NETWORK CONSULTING SERVICES; INCLUDING BUT NOT LIMITED TO, COMPUTER REPAIR, DIAGNOSTIC, TROUBLESHOOTING, MAINTENANCE, SECURITY, AND HARDWARE FOR COMPUTER NETWORKS.

Article IV

The number of shares the corporation is authorized to issue is:

100

Article V

The name and Florida street address of the registered agent is:

BISMARCK CANUT
11031 SW 138 AVE
MIAMI, FL. 33186

2018 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P02000088463

Entity Name: LANSIGHT CONSULTING INC.

Current Principal Place of Business:

6821 SW 147 AVE
SUITE 4C
MIAMI, FL 33193

FILED
Apr 11, 2018
Secretary of State
CC6982638174

Current Mailing Address:

6821 SW 147 AVE
SUITE 4C
MIAMI, FL 33193

FEI Number: 33-1018097

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CANUT, BISMARCK
6821 SW 147 AVE
SUITE 4C
MIAMI, FL 33193 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Officer/Director Detail :

Title P
Name CANUT, BISMARCK
Address 6821 SW 147 AVE, APT. 4C
City-State-Zip: MIAMI FL 33193

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BISMARCK CANUT

PRESIDENT

04/11/2018

Electronic Signature of Signing Officer/Director Detail

Date



Certificate of Registration

DR-11
R. 10/17

Issued Pursuant to Chapter 212, Florida Statutes

23-8017405952-0	01/10/18
Certificate Number	Registration Effective Date

This certifies that

LANSIGHT TECHNOLOGY, LLC
299 ALHAMBRA CIR STE 319
CORAL GABLES FL 33134-5113

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.



This is your Sales & Use Tax Certificate of Registration.
Detach and Post in a Conspicuous Place.



Notify the Department immediately if you change your:

- business name;
- mailing address;
- location address within the same county; or
- close or sell your business.

You can also notify the Department when you temporarily suspend or resume your business operations. The quickest way to notify the Department is by visiting:

floridarevenue.com/taxes/updateaccount.

Submit a new registration (online or paper) when you:

- move your business location from one Florida county to another;
- add another location;
- purchase or acquire an existing business; or
- change the form of ownership of your business.



Below is your Florida Annual Resale Certificate for Sales Tax.
New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.
These certificates are valid immediately.



DR-11R, R. 10/17



2018 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/17

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2018

Business Name and Location Address

LANSIGHT TECHNOLOGY, LLC
299 ALHAMBRA CIR STE 319
CORAL GABLES FL 33134-5113

Certificate Number

23-8017405952-0

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.



LANSIGHT CONSULTING, INC.

4. Qualification of IT Services Team

- a. Form KS, Proposers Team and Key Staff (see following page for attachment)
- b. Resume of the Network Administrator (see following page for attachment)
- c. Two Reference Letters for Network Administrator (see following pages for attachments)
- d. Resume's for each person specified in Form KS (see following pages for attachments)
- e. Table of Organization (see following page for attachment)



**Proposer's Team & Key Staff
Key Staff Table**

1. Proposer shall complete the following chart with its proposed Key Staff. If additional space is required, use a duplicate page and attach to this form.

Name	Role	Name of Firm	Area of Expertise	Licenses/Certifications	Years of Experience	Years with Firm	Years in this Role
Tony Gomez	Network Administrator	Lansight	Project Management, Backups	B.S. in Computer Science	19	11	11
Donald Piquion	Helpdesk Technician	Lansight	Networking, Email Management, MUNIS	B.S. in Electrical Engineering CIMA, Sophos Engineer, Netw	15	4	4
Luis de la Guardia	Network Administrator	Lansight	Networking, Security, Backups, TRAKIT	B.S. in Business Administration, MCP, A+	22	8	8
Ariel Vizcaino	Backup Audio/Visual Tech	Lansight	Desktop Support		1	1	1



- In the space below, explain the Proposer's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for, where substitution is required due to attrition, turnover, or specific request from the Town.

Lansight Staff not listed above:

Bismarck Canut, Managing Partner, 20 years of experience

Danny Lorente, Service Manager, 10 years of experience

Amri Hernandez, Service Desk Supervisor, 9 years of experience

Orlando Rodriguez, Network Administrator, 9 years of experience

Ruben Rodriguez, Network Technician, 8 years of experience

- As an attachment to this Form, Proposer must provide one-page resumés for each individual listed under item #1 above. Proposer must also include any relevant copies of licenses/certifications each individual possesses.

By signing below, Proposer certifies that the information contained herein is complete and accurate to the best of Proposer's knowledge.

By:  _____
 Signature of Authorized Officer

8/22/2018 _____
 Date

Tony Gomez _____
 Printed Name

TONY GOMEZ

6551 SW 53 Terr • Miami, Florida 33145 • Phone 305-992-0337 • Email: tony@lansight.com

EXPERIENCE

Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC) Miami, FL 2007 - Present
Managing Partner

- Currently operating an Information Technology Consulting Firm Catering to Small and Medium Sized Businesses in the South Florida Region.
- Manage the implementation and continuous management of the following services for Lansight clients:
 - Network design, administration, and security.
 - Email systems administration and maintenance.
 - Database administration.
 - Backup and business continuity.
 - Desktop and end-user support.
 - Remote network access.
 - Data, voice and wireless systems maintenance and administration.

Shula's Steak Houses, LLLP, Miami Lakes, FL 2003 - 2006
Director of Technology

- Responsible for all technology processes and systems at Shula's Steak Houses, LLLP (SSH)
- Responsible for managing workload, project distribution and project execution of SSH IT staff and technology related consultants contracted by SSH
- Manage and maintain SSH Corporate Office Windows 2003 LAN. The SSH Network consist of: 6 servers, a domain controller, file and printer server also running Symantec Enterprise AntiVirus Software, a Checkpoint Firewall Server protecting the network and managing VPN access for SSH employees, a Lotus Domino Email, Blackberry Enterprise and Application Server, a Lotus Domino Web Server hosting the restaurant personnel web portal, an IIS Web Server hosting a financial web application, QuickBooks Enterprise and Microsoft SQL Server, a server dedicated to backing up network data utilizing Veritas backup software and running MailMarshal SPAM Filter, network also included a wireless AP, an FTP Server, network resource monitoring software, approximately two dozen corporate user desktops and laptops and a dozen Blackberry devices
- Designed, developed and implemented a financial web application used by SSH's 26+ restaurant locations to report daily financial information. Subsequently, this financial data was used to generate 20+ business intelligence reports available to SSH's management, accounting and operations teams. The application was built utilizing C#, ASP.NET, JavaScript, HTML, SQL Stored Procedures and Microsoft SQL Server.
- Responsible for maximizing the web as a business development tool
- Responsible for maintaining DonShula.com, which included maintaining a dynamic news room, streaming video interface, loyalty club section complete with sports related contest and an online store used to sell restaurant gift cards and Shula's memorabilia
- Oversaw the successful design, development and launch of DonShula.com to leverage new web technologies such as Flash and Streaming Video to align with SSH's web marketing goals
- Designed and developed a project plan for the re-launch of ShulaSteaksToGo.com to leverage SEO, online advertising and an affiliate program to sell Shula Steaks online
- Oversaw the re-design and development of TeamShula.com which is a web portal implemented to provide restaurant personnel with standard operating procedures, recipes, marketing resources and other pertinent SSH resources
- Create and manage Technology Department annual budget
- Perform search for new technology tools and processes and identify if and how they could benefit SSH
- Maintain all Technology Department documentation. Including network diagram, hardware inventory and support records

EDUCATION

Florida International University
Bachelors of Science in Computer Science

1995 – 2001

Foundation for Human Rights in Cuba

1312 SW 27th Avenue, 3rd Floor

Miami, FL 33145

Phone: 305-390-2786 Fax: 305-428-2798

E-Mail: info@fhrcuba.org Web: www.fhrcuba.org

8/23/2018

To the Town of Miami Lakes,

It's my pleasure to provide this letter of recommendation for Tony Gomez. As a Director of both The Foundation for Human Rights in Cuba (FHRC) and the Cuban American National Foundation (CANF) I've worked closely with him over the past ten years on numerous IT related projects. Tony has been excellent at managing the computer networks for both organizations as well as serving as our technical subject matter expert on several projects. On a personal level, he's is a consciences person of the utmost integrity.

Tony brings great value to FHRC as well as CANF. Both foundations are Non-Governmental Organizations (NGOs) and Tony understands the stringent security, procurement and auditing requirements for both. Not only does he and his team provide stellar service and maintenance, but his contribution on technical aspects of broader projects is very valuable. Tony has a very strong grasp of technology.

Furthermore, Tony has proven himself to be a strong cultural fit. He's always ready to lend a helping hand and contributes in any way possible. On multiple occasions he has generously contributed of his free time and was named an Associate Director of CANF.

In closing, I'd like to restate my strong support for Tony. Please feel free to contact me at (305) 522-0855 or tony@costafarms.com with any other questions. Thank you for your time.

Sincerely,



Tony Costa

President, FHRC

August 23, 2018

To whom it may concern:

In 2003, Tony was hired as our IT Director for Shula's.

What an excellent decision that was!

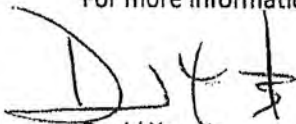
Tony is smart, does what he says, and puts his clients first.

After Shula's, I hired Tony and his company to run our IT for DY Ranches, and we have been working together ever since.

One of the things I admire most about Tony, besides his knowledge, is his focus on the security dynamic of IT.

I highly recommend Tony to help you with your IT needs.

For more information, you may reach me at (305) 409-5999.

A handwritten signature in black ink, appearing to read 'D. Younts', with a stylized flourish at the end.

David Younts
President
DY Ranches, Inc.

Donald Piquion

954-274-0557

donaldpiquion@outlook.com

<https://www.linkedin.com/in/donald-piquion-4a089ba3>

SUMMARY

More than 10 years of experience in several key technical area, including management information systems, network and systems administration, project management, and procurement.

CERTIFICATIONS AND SKILLS

Certifications

- Cisco Certified Network Associate (CCNA Routing & Switching), 2016
- Sophos Certified Engineer, 2016
- CompTIA Network+ Certification, 2015
- CompTIA A+ Certification, 2014

Hardware & Software Skills

- Platforms: Windows Server 2012/2008/2003; Windows 10/8/7/Vista/XP
- Hardware: Websense Web Security, Barracuda Email and Spam Filter, Symantec Endpoint Protection, Sophos Cloud Protection, Cisco routers and switches, Dell PowerEdge servers, QNAP and Netgear NAS.

EXPERIENCE

Network Administrator

Dec 2014 - Present

Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC.)

- Manage technology operations for approximately 100 workstations, Microsoft servers, and networking equipment for the Town of Miami Lakes and its 4 remote locations.
- Responsible for the acquisition Town-wide and department specific application systems and hardware (workstations, laptops, network appliances, etc.).
- Under the general direction of the Assistant Town Manager and the Director of Information Technology, perform highly responsible technical and administrative work in implementing and managing projects and helpdesk operations.

System Administrator

Jun 2006 - Aug 2014

Lehman Auto World

- Served as Director of Information Technology from January 2014 to August 2014.
- Primary technical contact for outside vendors with regards to quotes, bidding and contracts. Provided technical to the Vice President of the company.
- Administered over all network and computer infrastructure, as well as being the key contact for the hosted management systems and leased technical equipment.

Senior Voice and Data Technician

2003 - Jun 2006

MNR Communications

- Responsible for voice and data communication for a large number of automobile dealerships throughout the southeast Florida region.
- Mastered the ability to work independently and supervise junior technicians

EDUCATION

Florida International University

2000

Miami, FL

- Bachelor of Science – Electrical & Electronics Engineering

LUIS DE LA GUARDIA

Skills Summary

Software	<i>Server Infrastructure</i> – Windows Server (Enterprise, AD, Cluster), Exchange Server (cluster), SQL Server, Oracle DB, Sharepoint, IIS, RDS, Symantec Backup & Ghost, Endpoint security systems (Symantec, McAfee, Trend Micro, Sophos, Kaspersky), VMware ESXi, Hyper-V, VEEAM, StorageCraft, DICOM, PACS <i>Desktop/Mobile</i> – Windows Pro, Mac, Android, IOS <i>Business Applications</i> – Office 365, Google G-suite, Adobe Creative Suite, Crystal Reports, Primavera, Bid2Win, Accpac, Quickbooks
Hardware	Server/Desktop - Dell, HP, IBM, Lenovo, Toshiba, Mac Enterprise SAN/NAS – EMC, HP, Netgear, QNAP, Synology Network Infrastructure, Routers, Switches, VPN, WiFi – Cisco, Broadcom, Meraki, Sophos, Checkpoint, Sonicwall, Watchguard, Fortinet, 3Com, Dlink, Netgear PBX/VOIP – Nortel ICS, Cisco UC, Avaya, Ipitomy, 3Com VOIP, SIP CCTV infrastructure – IP, Onvif, AHD, TVI, Pelco, Axis

Professional Experience

Lansight Technology, LLC (formerly Gomez Technology Solutions, LLC)

Systems Engineer & Administrator

2011 - Present

Planning and technical implementation & support of business solutions for customers in different industries including construction, wholesale, retail, medical, and professional services.

- Hosted email/apps migration and implementation (Office 365, Google G-suite)
- Installation and management of Windows, SQL, Exchange, Oracle
- Onsite and Remote Network support
- Windows desktop migration, Mac, tablets
- Implementation of local and cloud Backup and Disaster Recovery Solutions

Atlas Traffic Management Systems, LLC – Ft. Lauderdale

IT Director

2007 - 2010

This role was responsible for the overall strategy and architecture of a \$100M construction company's IT infrastructure. Direct management of technology assets and implementation projects

- Led team which successfully implemented ERP accounting application on schedule and under budget, reducing projected time of 12 months to 6.
- Consolidated all telecommunication services reducing costs by 20%
- Successfully migrated network and email systems to virtual infrastructure without data loss or down time. Implemented SQL and Exchange cluster servers.

Education

A.S. Accounting Technology, Miami Dade Community College (2000)

A.A. Miami Dade Community College (2001)

B.S. Business Administration, Nova University, Broward College (currently)

Small Business Executive Program, FSU/JM Institute (2018)

Technical training & Certifications

Microsoft Partner

Microsoft Certified Professional – Enterprise, Server, Workstation

CompTIA A+ Certified Technician, currently preparing for Network+

Microsoft certified training for Server Infrastructure, Windows 2003, 2008

Checkpoint training for Enterprise Nokia-Checkpoint NG Firewall Appliances

Dell certified training for Enterprise Dell/EMC Clarion F4700

Cisco CCNA Boot Camp Training

ARIEL VIZCAINO

17350 NW 67th AVE APT #109, Hialeah FL, 33015 |
a.vizcaino07@gmail.com | (786) 590-8792

SKILLS & ABILITIES

- Basic Computer Troubleshooting
- Basic Printer Troubleshooting
- Basic Network Troubleshooting
- Microsoft Office Word, PowerPoint, Outlook, and Excel
- Bilingual in English and Spanish

EXPERIENCE

FIU DIGITAL LIBRARY ASSISTANT FIU DIGITAL COLLECTIONS
SEPTEMBER 2015 - MAY 2017

- Dealt with managing online library collection in office environment
- Work based on completing projects by due dates

TECHNICAL DISPATCHER LANSIGHT TECHNOLOGY (FORMERLY GOMEZ TECHNOLOGY)
JULY 2017 - PRESENT

- Received calls from clients about technical issues and assigned to techs as necessary
- Assisted in managing Calendar for Technicians to rely on
- Remoted in to Client's computers to assist with Basic I.T. support

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY, MIAMI, FL
BACHELOR COMPUTER SCIENCE DEGREE

- Graduates in 2019

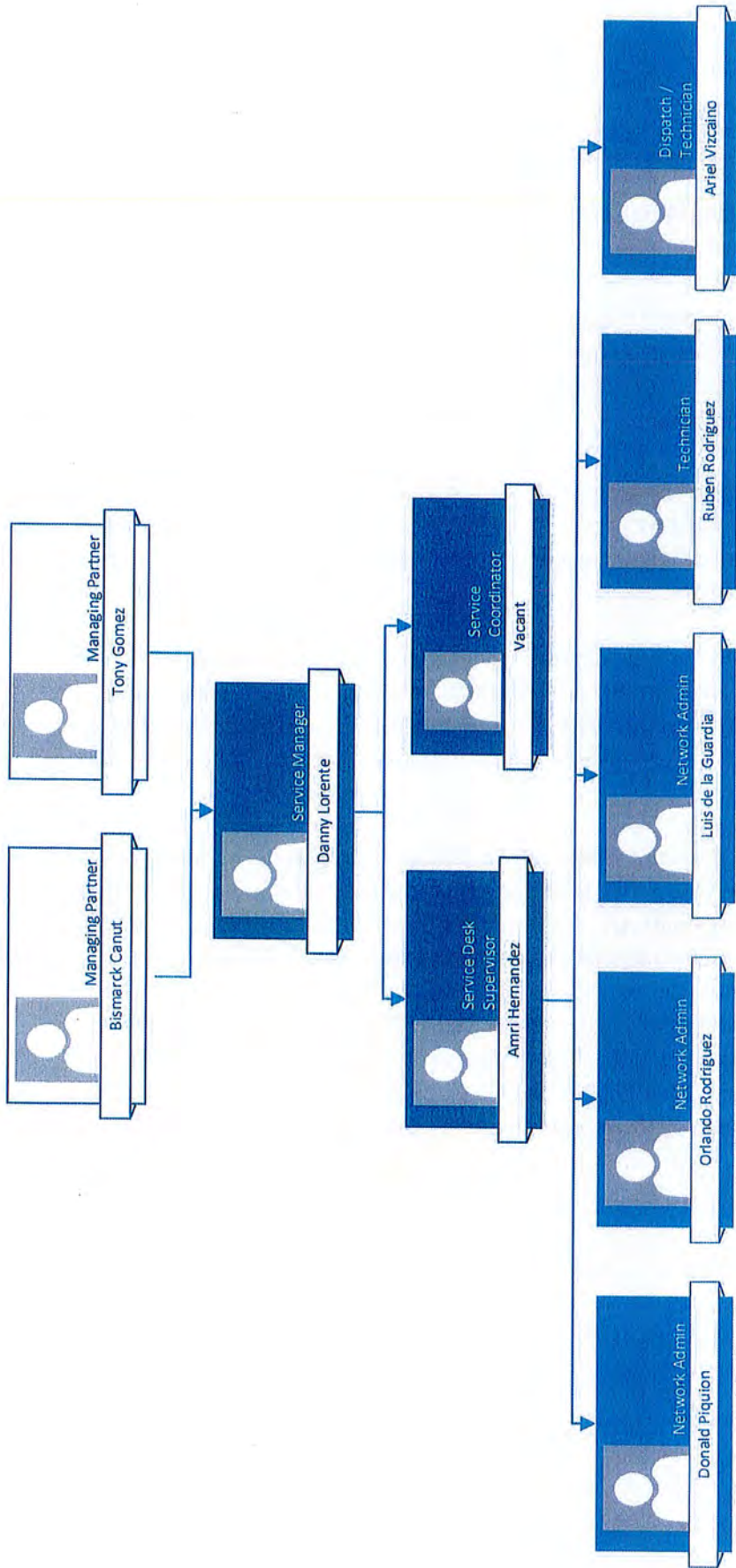
REFERENCES

JAMIE ROGERS, ASSISTANT DIRECTOR OF DIGITAL COLLECTIONS
FIU DIGITAL COLLECTIONS CENTER

- (305) 348-6932
- rogersj@fiu.edu

TONY GOMEZ, CHIEF OPERATING OFFICER
Lansight Technology

- (305) 992-0337
- tony@lansight.com





LANSIGHT CONSULTING, INC.

5. Methodology and Approach to Providing Services
 - a. Understanding of IT Industry

The key trends in the current IT industry revolve around big data, mobile and the Internet of Things (IoT). The previous trends geared towards cloud computing and virtualization are now mature technologies and can be incorporated reliably with proven vendors and standards.

IoT and mobile devices are bringing more and more nodes online and subsequently more data is being generated by those connected devices. Managing large quantities of data and creating technologies that can identify, extract and leverage key data are central to the evolution of modern IT.

Future IT trends, especially for municipalities, center around cybersecurity, privacy and automation. While IoT and mobile are essential modern IT components, they do represent a significant cybersecurity risk. Security protocols and standards will need to keep pace and should be considered high priority features when evaluating technologies.

Modern technology also presents a host of regulatory challenges in the forms of open data, transparency and privacy. The European Union is leading the way in legislating data protection and privacy with the General Data Protection Regulation (GDPR) and other Governments and multi-national corporations are quickly following suit.

Finally, new technologies, like Artificial Intelligence (AI) and robotic process automation are in their infancy, but quickly beginning to play a role in many aspects of modern IT; including customer/citizen service, big data and cybersecurity. It is reasonable to expect substantive advances in these areas in the medium term.



LANSIGHT CONSULTING, INC.

b. Methodology

Lansight will allocate four fixed resources to service Town of Miami Lakes (TOML). All four resources will have a regular onsite presence at Town Hall and the remainder of Lansight staff will serve as backup and augmentation staff.

Tony Gomez – Managing Partner
Donald Piquion – Network Administrator
Luis de la Guardia – Network Administrator
Ariel Vizcaino - Technician

Lansight personnel will man the on-premise helpdesk at Town Hall during regular business hours allowing for efficient response times on service requests. Network Administration responsibilities will be divided amongst three Network Administrators per their areas of expertise.

A technician will be assigned for backup audio/visual (A/V) coverage. The backup A/V technician chosen, resides within 2 miles of Town Hall and was selected because his proximity allows for short notice and/or emergency requests for A/V coverage.

The remaining Lansight staff members will be accessible to TOML as additional backups to the four dedicated resources as well as to augment skill sets in cases where specific subject matter needs warrant their individual expertise or when additional manpower is required.

Lansight will leveraging modern automated and remote management technologies to allow for efficient monitoring, management and patching of TOML's information technology infrastructure. Our systems will also allow for request management and prioritization via professional service automation. However, the use of these tools will not come at the expense of onsite and on-premise support. In person support is critical to our support methodology.



LANSIGHT CONSULTING, INC.

c. Staffing Plan

Position Title	Staff Name	General Responsibilities
Network Administrator	Tony Gomez	<ul style="list-style-type: none"> • Director of IT Services • Project Management • Technical Research • Quality Assurance • Backup, Disaster Recover & Business Continuity • Tier 2 Network Administration
Network Admin / Service Desk Technician	Donald Piquion	<ul style="list-style-type: none"> • Tier 1 Desktop Support • Tier 1 Network Administration • Audio / Visual Coverage • Sophos Security – End Point • MUNIS Support • Physical Infrastructure • Telephony • Procurement Support • Email Management • Public Records Requests • Park Networks
Network Administrator	Luis de la Guardia	<ul style="list-style-type: none"> • Tier 2 Desktop Support • Tier 2 Network Administration • TRAKiT Support • Laserfiche Support • Sophos Security – Network • Network Services • Virtual Infrastructure
Service Desk Technician	Ariel Vizcaino	<ul style="list-style-type: none"> • Tier 1 Desktop Support • Audio / Visual Coverage



LANSIGHT CONSULTING, INC.

6. Financial Stability of Proposer (in a separate envelope marked "Confidential")
 - a. Financial Statement
 - b. Dun & Bradstreet Report (not available)
 - c. Letter from Insurance Company

7. Forms
 - a. Form AK – Anti-Kickback Affidavit (see following page for attachment)
 - b. Form PEC – Public Entity Crime Affidavit (see following page for attachment)
 - c. Form NCA – Non-Collusive Affidavit (see following page for attachment)
 - d. Form COI – Conflict of Interest Affidavit (see following page for attachment)
 - e. Form PR – Public Relations Affidavit (see following page for attachment)
 - f. Form PRA – Public Records Affidavit (see following page for attachment)
 - g. Form LPA – Limitation on Political Activity Affidavit (see following page for attachment)
 - h. Form CE – Contract Execution Form (see following page for attachment)



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: RFP 2018-35

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u>	Dated <u>8/3/18</u>
Addendum No. <u>2</u>	Dated <u>8/8/18</u>
Addendum No. <u>3</u>	Dated <u>8/9/18</u>
Addendum No. <u>4</u>	Dated <u>8/13/18</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation

Firm's Name: Lansight Technology, LLC

Authorized Representative's Name: Tony Gomez

Title: Managing Partner

Authorized Signature: 

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Lansight Technology LLC, a corporation organized and existing under the laws of the State of Florida, held on the 23 day of August, 18, a resolution was duly passed and adopted authorizing (Name) Tony Gomez as (Title) Managing Dire of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of August, 2018.

Secretary:  _____ Print: Tony Gomez _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____ Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, Individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____


NOTARIZATION

STATE OF Florida)

COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me this 21 day of August, 2018, by Antonio Gomez, who is personally known to me or who has produced FL Driver License as identification and who did

/ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



GABRIEL A CURBELO
Commission # GG 171207
Expires December 27, 2021
Bonded Thru Budget Notary Services

Gabriel Curbelo

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
Title: Managing Partner

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 23 day of August, 2018

My Commission Expires: 12/27/2021

Notary Public State of Florida at Large



GABRIELA CURBELO
Commission # GG 171207
Expires December 27, 2021
Bonded Thru Budget Notary Services

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Tony Gomez, Managing Partner

[print individual's name and title]

for Lansight Technology LLC

[print name of entity submitting sworn statement]

whose business address is

299 Alhambra Circle, Suite 319

Coral Gables, FL 33134

and (if applicable) its Federal Employer Identification Number (FEIN) is 82-3543217

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: 

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Anthonia Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Anthonia Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 21 day of August, 2021.

My Commission Expires: 12/27/2021

[Signature]
Notary Public State of Florida at Large



GABRIELA CURBELO
Commission # GG 171207
Expires December 27, 2021
Bonded Thru Budget Notary Services

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Miam } SS:
}

Tony Gomez being first duly sworn, deposes and says that:

- a) He/she is the **Managing Partner** (Owner, Partner, Officer, Representative or Agent) of Lansight Technology LLC, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness [Signature]
Carth Huelzel

Witness [Signature]
Scarlett Rivas

By: [Signature]

Tony Gomez
(Printed Name)

Managing Partner
(Title)

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 21 day of August, 2018

My Commission Expires: 12/27/2021

[Signature]
Notary Public State of Florida at Large



GABRIELA CURBELO
Commission # GG 171207
Expires December 27, 2021
Bonded thru Budget Notary Services

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
County of Miami } SS:
}

Tony Gomez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Lansight Technology LLC, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness Kerth Hoelzel
[Signature]
Witness Scarlett Riley

By: [Signature]
Tony Gomez
(Printed Name)
Managing Partner
(Title)

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 23 day of August, 2018

My Commission Expires: 12/27/2021

[Signature]
Notary Public State of Florida at Large



GABRIELA CURBELO
Commission # GG 171207
Expires December 27, 2021
Bonded Thru Budget Notary Services



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Lansight Technology LLC

Solicitation No.: 2018-35

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship



Authorized Signature

8/23/2018
Date:

Tony Gomez
Print Name

Managing Partner
Title:

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

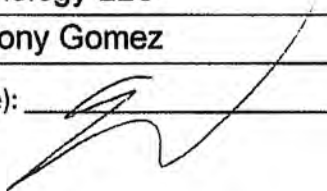
If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. 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
 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Lansight Technology LLC

Authorized representative (print): Tony Gomez

Authorized representative (signature):  _____ Date: 8/23/2018

candidates for an elected office in the Town.

- Circulate nominating or recall petitions for any candidate seeking

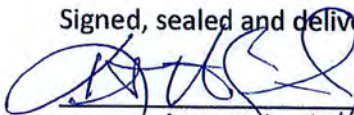
or currently holding an elected office in the Town.

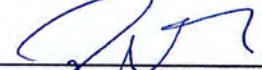
- Advocate to have any individual appointed to or removed from any Town Committee

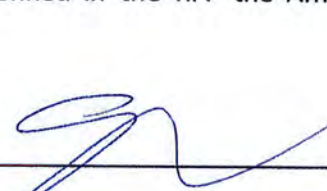
Further, Proposer(s) recognizes that with respect to this solicitation, if any Proposer(s) violates or is a party to a violation of any of the requirements of this Affidavit that its contract with the Town may be terminated for default and that the Proposer(s) may be further disqualified from submitting any future bids or proposals for services to the Town. The terms "Proposer" as used herein, include any person or entity making a Proposal herein to the Town to provide services to Town.

Where the Proposer is comprised of a Team as defined in the RFP the Affidavit must be submitted for each company comprising the Team.

Signed, sealed and delivered in the presence of:


 Witness Keith R Hoerzel


 Witness Scarlett Rivers


By: 

Tony Gomez
 (Printed Name)
Managing Partner
 (Title)

BEFORE ME, the undersigned authority, personally appeared Antonio Gomez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Antonio Gomez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 23 day of August, 2018.

My Commission Expires: 12/27/2021


 Notary Public State of Florida at Large



GABRIELA CURBELO
 Commission # GG 171207
 Expires December 27, 2021
 Bonded Thru Budget Notary Services

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Lansight Technology LLC

8/23/2018

Company Name:

Date

Authorized Signature:

Tony Gomez, Managing Partner

Printed Name and Title