



**Miami-Dade
Expressway Authority**
3790 NW 21st Street
Miami, Florida 33142
(305) 637-3277 Fax (305) 637-3281

Purchase Order

Fiscal Year 2021

Page 1 of 4

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase
Order #

13-00

This Purchase Order is subject to MDX's General Terms and Conditions defined on the final page of this order.

Delivery must be made within doors of specified destination unless otherwise indicated on the front of this PO.

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STEPHAN P. ANDRIUK
MDX
3790 NW 21 STREET
MIAMI, FL 33142

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GRUBER TECHNICAL, INC.
21439 N 2ND AVE.
PHOENIX AZ 85027

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WADY CRUZ
3790 NW 21ST STREET
MIAMI, FL 33142

Vendor Phone Number		Vendor E Mail		Requisition Number		Delivery Reference	
				5			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
07/09/2020	2060				TOLL DIR		
Item#	Description/Part No.			Qty	UOM	Unit Price	Extended Price
1	MAINTENANCE OF UPS ON TOLL SHE Svtpf30kb4f PS1438230407 Gold 8-5 M-F ONE PM per year 8 Hour response time: ITS-DMS SR836 EB to NW 17th Ave (107240) 10999011 - 57010			1.0	EACH	\$1,408.350	\$1,408.35
2	Surt20krmxlt QS1426172483 Gold 8-5 M-F ONE PM per year 8 Hour response time: SR112 EB at NW 13th PI - ORT 10999011 - 57010			1.0	EACH	\$1,408.350	\$1,408.35
3	Syaf16krmt QD1545160295 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR836 EB at NW 137th Av (107221) ORT 10999011 - 57010			1.0	EACH	\$1,296.680	\$1,296.68
4	Svtpf15kb2f PS1327330714 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR836 EB at NW 17th Ave (107239) Wing - ORT 10999011 - 57010			1.0	EACH	\$1,296.680	\$1,296.68
5	Syaf16krmt QD1328360573 Gold 8-5 M-F ONE PM per Year 8 Hour			1.0	EACH	\$1,296.680	\$1,296.68

PO Total

\$22,266.90

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	response time: SR836 EB at NW 57th Ave - ORT 10999011 - 57010				
6	Syaf16krmt QD1603360008 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR836 EB at NW 97th Ave (107226) ORT 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
7	Syaf16krmt QD1545160293 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR836 WB at NW 137th Av (107279) ORT 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
8	Surt15krmxlt QS1342171439 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR112 WB at NW 32nd Ave - ORT 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
9	Syaf16krmt AD1617220091 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR836 WB at NW 97th Ave (107275) ORT 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
10	Syaf16krmt QD1445260215 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR836 WB to NW 84th Ave (CD -Road)(836/826 Hub) - ORT 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
11	Syaf16krmt QD0939260001 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR874 NB at SW 100th St - ORT #2 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
12	Syaf16krmt QD0939160531 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR874 NB at SW 116th St - ORT #1 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
13	Syaf16krmt QD0939160714 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR874 NB at SW 60th St - ORT #3 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
14	Syaf16krmt QD0939160523 Gold 8-5 M-F ONE PM per Year 8 Hour response time:SR878 EB at SW 90th Ave - ORT #1 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
15	Syaf16krmt QD0939160717 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR878 WB at SR826 - ORT #2 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
16	Syaf16krmt QD0939160708 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR924 EB at NW 50th Ave 10999011 - 57010	1.0	EACH	\$1,296.680	\$1,296.68
17	Syaf16krmt QD0930160415 Gold 8-5 M-F ONE PM per Year 8 Hour response time: SR924 WB before NW 67th Ave 10999011 - 57010 Maintenance of UPS for tolls on all toll shelters (112-836-874-878-924) 7/1/2020 to 6/30/2021 Under the terms of this Full Service Maintenance Agreement, Gruber Power Services Inc. will provide unlimited continuous effort service response within the contracted term, provide free parts, and fund all travel and labor costs. (Batteries are not included in this contract) - 8 Hour response time - Unlimited service calls determined by contract level - Free 24 Hour Tech Support - Contracted Service (Mon - Fri) (8AM - 5PM) - Parts, labor & travel included The first or intial preventive maintenance visit will serve as a pre-contract	1.0	EACH	\$1,296.680	\$1,296.68

Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price
	inspection to qualify each UPS system are operating within factory specifications . Repairs, if any, necessary to restore the equipment to factory specs are required to validate systems five year service coverage.				

Buntage 7/9/2020
 Procurement Manager Date

[Signature] 7-9-20
 Authorized Signatory Date

MIAMI-DADE EXPRESSWAY AUTHORITY

GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of Miami-Dade County Expressway Authority, doing business as Miami-Dade Expressway Authority (MDX). Pursuant to Chapter 212, Florida Statutes, MDX is Exempt from State of Florida Sales Tax by virtue of Exemption Certificate No. 85-8012583533C-9. Florida Retailers Occupation Tax, Use Tax and Municipal Retailer s Occupation Tax do not apply to materials purchased by MDX. Vendors must not charge for any of these taxes.

1. **Acceptance of Contract:** This purchase order (P.O.) is MDX s offer to purchase the goods and/or services from the Vendor pursuant to the terms and conditions set forth herein. Upon acceptance of this P.O., by delivery of goods or performance of the services, this P.O. shall become a contract and subsequently binding upon the Vendor.
2. **Amendments:** No agreement or understanding to modify this P.O. shall be binding upon MDX unless in writing and signed by MDX s authorized agent. All specifications, drawings, data or any other related documentation submitted to the Vendor with this P.O. are hereby incorporated and made a part hereof.
3. **Uniform Commercial Code:** All applicable portions of the State of Florida Uniform Commercial Code shall govern contracts with MDX.
4. **Delivery:** All prices must be F.O.B. destination, freight prepaid. Vendor shall meet any established delivery date. If delivery dates cannot be met as agreed, the Vendor agrees to advise MDX, in writing, of the earliest possible delivery date for acceptance by MDX.
5. **Risk of Loss:** Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein, which may for any reason occur prior to acceptance by MDX. No such loss, injury or destruction shall release Vendor from any obligations hereunder.
6. **Inspection:** Goods and/or materials must be properly packaged. Damaged goods and materials will not be accepted. Or, if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to MDX. MDX reserves the right to inspect the goods within a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.
7. **Patents and Copyrights:** If an article sold and delivered to MDX hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless MDX, from and against all suits, claims, judgments and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such article(s) by MDX in violation or right under such patent or copyright.
8. **Non-Waiver of Rights:** No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party s right to demand exact compliance with the terms hereof.
9. **Material Safety Data Sheets (MSDS):** Proper Material Safety Data Sheets, in compliance with OSHA s Hazard Communication Standard, must be provided by the Vendor to MDX at the time of purchase, if applicable.
10. **Compliance with Laws:** The Vendor certifies that in performing this contract they will comply with all applicable provisions of federal, state and local laws, regulations, rules and orders.
11. **Laws Governing:** This contract shall be governed by and construed according to the laws of the State of Florida. Venue for any action related to this agreement shall be in Miami-Dade County, Florida.
12. **Prevailing Wage:** It shall be the responsibility of the Vendor to ensure that wages paid to its employees comply with all applicable state and federal laws.
13. **Payment:** Method of Compensation: net 45 days. All invoices are to be addressed to the Bill To designee, as indicated on the front of this P.O., and must include the P.O. number, vendor s name and phone number, clearly list quantities, item descriptions and units of measure, as well as the MDX Work Program/Project number (if applicable). Failure to do so may result in payment delays at no cost to MDX.
14. **Warranty:** The Vendor warrants to MDX that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
15. **Indemnity:** Vendor shall defend, indemnify and hold harmless MDX, it s officers, agents, employees and successors, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorneys fees incident thereto, to the extent they result directly from or out of any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Vendor, its agents or employees.
16. **Non-Discrimination:** The Vendor shall comply with all applicable state and federal civil rights laws.
17. **Travel:** The Vendor shall comply with MDX s Travel Policy posted on its website, should travel be required for vendors providing services or training on behalf of MDX.

MDX reserves the right to cancel this P.O. at any time, should the Vendor not comply with any of the Terms and Conditions herein. Vendor shall also adhere to the applicable provisions of the MDX Procurement Policy, and MDX Code of Ethics, as amended from time to time. Both policies are located on the MDX website: www.mdxway.com for reference.