

Line Item	SKU	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
		Full access to the NetMotion platform and all its features, powering security, visibility, and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions.					
		Effective dates: 03-18-2025 through 03-17-2026					
1	NMCOMPCONRN\		545	Each	\$113.91	\$62,080.95	
		Total				\$62,080.95	

Proposer's Background Information Form

#	Question	Response	Comment	Status
Contact Information				
1.1.1	Primary Contact: Please provide the contact information (Name, Title, E-mail and Phone Number) for the Primary Contact for this project.	Muhammad Khan, CEO, vcloud@vcloudtech.com, 833-482-5683		Complete
1.1.2	Authorized Approver: Please provide the contact information (Name, Title, E-mail and Phone Number) for the Authorized Approver for this project.	Muhammad Khan, CEO, vcloud@vcloudtech.com, 833-482-5683		Complete
Organization Background				
1.2.1	Please state the year that you company started its business.	2013		Complete
1.2.2	Please state the year that your company started providing service under your current business name.	2013		Complete
1.2.3	What State is your Company Registered In?	California		Complete
Former Business				
1.3.1	Under what former name has your business operated? Include a description of the business.	At vCloud Tech, we believe we can fuel innovation and unleash the full potential of organizations globally. Our top-notch talent, expertise and cloud-first approach are committed to our customer's growth. Our mantra is to go the extra mile for our clients with a goal to deliver excellence.		Complete
1.3.2	At what address was that business located?	609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274		Complete
Past Failure				
1.4.1	Have you ever failed to complete work awarded to you. If so, when, where and why?	No		Complete
Inspected				
1.5.1	Have you personally inspected the proposed WORK and do you have a complete plan for its performance?	Yes		Complete
Subcontracting				
1.6.1	Will you subcontract any part of this WORK? If you will be subcontracting any part of this work, provide details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s). (Note: The proposed list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.)	No		Complete
Bankruptcy Petitions				
1.7.1	List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.	None		Complete
Bond Claims				
1.8.1	List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).	None		Complete

Claims, Arbitrations, Administrative Hearings and Lawsuits			
1.9.1	List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.	None	Complete
Criminal Proceedings or Hearings			
1.10.1	List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.	None	Complete
Company Classification			
1.11.1	In regards to the commodities/services proposed, which of the following best classifies your firm? If you selected any options besides "Original Provider" please explain.	Other	Reseller
Debarment/Suspension			
1.12.1	Have you ever been debarred or suspended from doing business with any governmental agency? If you have been debarred or suspended from doing business with any governmental agency, please explain.	No	Complete
Similar Experience & Contracts			
1.13.1	Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years.	None	Complete
Professional License Information			
1.14.1	Are professional licenses required to perform the services requested in this solicitation? If so, please list any applicable professional licenses that your company has that are required to provide these services.	Not Applicable	Complete
Conflict of Interest			
1.15.1	Do you need to disclose any conflicts of interest? The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.	No	Complete
19 Questions		100.00% Complete	



NON-COLLUSIVE AFFIDAVIT

BIDDER is the Owner,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, 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 Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid 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 Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by 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 affidavit.

Printed Name/Signature Muhammad Khan Digitally signed by Muhammad Khan
Date: 2025.02.04 13:03:41 -08'00'

Title CEO

Name of Company vCloud Tech Inc.



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted vCloud Tech Inc.
(name of entity submitting sworn statement) whose business address is
609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274
and (if applicable) its Federal Employer Identification Number (FEIN) is
46-3104792. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Muhammad Khan and my
(Please print name of individual signing)
relationship to the entity named above is CEO.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of 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.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. 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 Cityship 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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any 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 let by a public entity, or which otherwise transacts or applies to transact business with 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 management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **(Please indicate which additional statement applies.)**
- B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Muhammad Khan
Bidder's Name/Signature

vCloud Tech Inc.
Company

02/04/2025
Date



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City’s Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- A.** Contractor currently complies with the requirements of this section; or
- B.** Contractor will comply with the conditions of this section at the time of contract award; or
- C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - 1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - 2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



3. The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

4. The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: vCloud Tech Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Muhammad Khan Digitally signed by Muhammad Khan
Date: 2025.02.04 13:04:17 -08'00'



VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids 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 bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have 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 bid 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 bid, 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 893 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 each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors’ qualifications.

Muhammad
Khan

Authorized Signature

Digitally signed by
Muhammad Khan
Date: 2025.02.04 13:03:55
-08'00'

Muhammad Khan

Authorized Signer Name

vCloud Tech Inc.

Company Name



**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Muhammad Khan, on behalf of vCloud Tech Inc.,
Print Name and Title Company Name

certify that vCloud Tech Inc.:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City’s determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City’s determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled “Contractor Name” does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

vCloud Tech Inc.
Company Name

Muhammad Khan
Print Name / Signature

CEO
Title



**E-VERIFY SYSTEM CERTIFICATION STATEMENT
(UNDER SECTION 448.095, FLORIDA STATUTES)**

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

vCloud Tech Inc.

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: Muhammad Khan



AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: 02/04/2025

SIGNATURE: Muhammad Khan

ENTITY: vCloud Tech Inc.

NAME: Muhammad Khan

TITLE: CEO



VENDOR INFORMATION FORM

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	vCloud Tech Inc.		
Doing Business As (DBA)	N/A		
Primary Business Address	609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274		
	City:	Rolling Hills Estates	
	State:	CA	Zip: 90274
	Country:	USA	
Remit To Address	609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274		
	City:	Rolling Hills Estates	
	State:	CA	Zip: 90274
	Country:	USA	
Order From Address	609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA 90274		
	City:	Rolling Hills Estates	
	State:	CA	Zip: 90274
	Country:	USA	
Foreign Entity (Yes/No)	N		
Telephone Number	833-482-5683		
Primary Company E-mail	vcloud@vcloudtech.com		
Fax	323-978-6928		
Website	https://vcloudtech.com		
DUNS	079508688		
Independent Contractor (Yes/No)	Y		
Identification Number	SSN:		FID: 46-3104792

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
		Net 30

CONTACT # 1	
Contact Name (First & Last Name)	Muhammad Khan
Description/Title/Position	CEO
Phone (Voice)	833-482-5683
Phone (Text)	833-482-5683 Opt In (Y/N):
Fax	323-978-6928
E-mail	vcloud@vcloudtech.com

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	N
If not, what state is your company registered in?	CA

Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) vCloud Tech Inc.		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)	
	5	Address (number, street, and apt. or suite no.). See instructions. 609 Deep Valley Drive Suite 200	Requester's name and address (optional)	
	6	City, state, and ZIP code Rolling Hills Estates, CA 90274		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
4	6		-	3	1	0	4	7	9	2

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 6/13/2024
------------------	--------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



(833) 482-5683

Sales@vcloudtech.com

609 Deep Valley Drive Suite 200,
Rolling Hills Estates, CA 90274



TO: THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025

Email:
Phone:

From: vCloud Tech Inc.
Harry King
609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274

Email: hking@vcloudtech.com
Phone: (833) 482-5683 Ext 701

Terms FTIN: 46-3104792
Payment Terms: Net 30
Cage Code: 77T86
DUNS No: 079508688
Contract Name: Open Market
Contract No: OM
Credit Cards: VISA/MASTER
Credit Card Fees May Apply
Sales Tax May Apply

Quote No: H22977-0
Quote Date: 2/4/2025
Quote Expiry: 2/22/2025
RFQ:
Shipping: -
Total Price: \$ 62,080.95

Line No.	Mfg. Part No.	Description	Qty	Unit	Extended
1	NMCOMPCONRNW	Full access to the Absolute platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions	545	\$ 113.91	\$ 62,080.95
				Subtotal	\$ 62,080.95
				Sales Tax	\$ -
				Total	\$ 62,080.95

T&C May Apply

Effective from 3/18/2025 - 3/17/2026



NETMOTION RENEWAL LICENSES

INVITATION FOR BID # TS-25-04

Issuance of Solicitation: Wednesday, January 22, 2025
Questions Due Date: Monday, February 3, 2025
Bid Submission Deadline: Tuesday, February 18, 2025

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

For more information, please visit our online supplier portal, located at
<https://procurement.opengov.com/portal/pembrokepines>

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8. INSURANCE REQUIREMENTS
9. GENERAL TERMS AND CONDITIONS

SECTION 1 - NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # TS-25-04

Netmotion Renewal Licenses

Solicitations may be found on the City of Pembroke Pines website under the Procurement Department at <http://www.ppines.com/index.aspx?NID=667>, and may be downloaded directly from the OpenGov platform at <https://procurement.opengov.com/portal/pembrokepines>.

For Technical Support, proposers can reach the OpenGov Service Desk between 7:00 am to 10:00 pm from Monday through Friday via the following methods:

- Chat (preferred method): Click the button in the lower right-hand corner of the portal.
- E-mail: procurement-support@opengov.com
- Phone: 1 (650) 336-7167

If additional help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 am to 6:00 pm on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, FL 33026.

Bidders shall submit all questions regarding this bid via the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Please note the deadline for submitting questions. All answers will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the bidder's responsibility to check the portal for updates. Only written responses issued through the OpenGov platform will be considered official for interpretations or clarifications.

Proposals will be accepted until 2:00 pm on Tuesday, February 18, 2025, electronically at <https://procurement.opengov.com/portal/pembrokepines/projects/137009>.

Bid Opening: The sealed electronic proposals will be publicly opened at 2:30 pm, on the bid due date, by the City Clerk's Office, in the **City Clerk's Office Conference Room located on the 4th Floor in the Charles F. Dodge City Center**/City Hall Administration Building, located at 601 City Center Way, Pembroke Pines, Florida, 33025.

Virtual Bid Opening: In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. As a result, meetings may be a combination of in-person and virtual, all as provided by law. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>.

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

David Gamez or other Procurement Staff in the Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
(954) 743-1885 or 954-518-9020
purchasing@ppines.com

SECTION 2 - GENERAL PROJECT INFORMATION & TIMELINE

2.1 Project Timeline

Products shall be delivered within **30** calendar days of the City's issuance of a Purchase Order.

2.2 Tentative Schedule of Events

Issuance of Solicitation (Posting Date):	January 22, 2025
Question Due Date:	February 3, 2025, 11:30pm
Issuance of Final Answers to Questions:	February 6, 2025
Bid Submission Deadline:	February 18, 2025, 2:00pm
Bid Opening:	Will be held at 2:30 pm on the day of bid submissions are due.
Evaluations by Staff:	To Be Determined (TBD)

2.3 Pre-Bid Meeting

This project will not have a pre-bid meeting.

2.4 Estimated Project Cost

\$65,000.00

2.5 Grant/Federal Funding

Not applicable for this project.

2.6 Proposal Security/Bid Bond

A Proposal Security shall not be required for this project.

2.7 Payment and Performance Bonds

Payment and Performance Bonds shall not be required for this project.

SECTION 3 - PURPOSE AND BACKGROUND

3.1 Purpose

The City of Pembroke Pines is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide the requested Netmotion renewal licenses for the City of Pembroke Pines, in accordance with the terms, conditions, and specifications contained in this solicitation.

NetMotion securely extends the City's network to the mobile environment for Police, Code Compliance, Fire, City IT and Administration. It is mobile VPN software that maximizes mobile field worker productivity by maintaining and securing their data connections as they move in and out of wireless coverage areas and roam between networks. Designed specifically for wireless environments, Netmotion provides IT managers with the security and centralized control needed to effectively manage a mobile deployment. Netmotion complements existing IT systems, are highly scalable, and easy to deploy and maintain.

3.2 Background

Pembroke Pines, Florida, ranked as the eleventh largest city among the state's four hundred plus municipalities and the second largest in Broward County, maintains a welcoming small-town ambiance that resonates with its residents. Located conveniently in southwest Broward County, the city provides seamless access to major highways, employment centers, entertainment venues, parks, golf courses, and a diverse array of dining and shopping options.

With a population of approximately 170,000 residents spread across 32.68 square miles, Pembroke Pines is renowned as one of the best cities to live in America. The city boasts 28 superior parks, lush landscaping, and a distinctive South Florida charm that contributes to its natural beauty. Notably recognized as 2024's Best Place to Raise a Family in Florida, and 2024's Best City of Hispanic Entrepreneurs by WalletHub, Pembroke Pines also earned a place as the on Money Magazine's esteemed Best Places to Live list in 2014, as the sole Florida representative, ranking in at #32 in the nation.

Incorporated in 1960, Pembroke Pines is celebrated as a safe and desirable community, having received accolades such as the All-America City designation. The city's commitment to arts and culture, exceptional schools, diverse population, numerous parks, and forward-thinking approach in an ever-evolving world make it a standout destination.

Pembroke Pines is also the home to the largest municipal-run charter school system in the nation, serving over 6,000 students across five separate campuses. The City's award-winning charter school system is located in the Broward County School District, which is the sixth largest school district in the nation.

SECTION 4 - SCOPE OF WORK**4.1 Scope of Work Specification**

The City is seeking prices for the following:

SKU	Product Description	Quantity
NMCOMPCONRNW	Full access to the NetMotion platform and all its features, powering security, visibility, and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. Effective dates: 03-18-2025 through 03-17-2026	545

Additional:

- No substitutes, equivalents or alternate bids will be accepted.

SECTION 5 - PRICE PROPOSAL / BID TABLE

The vendor must provide their pricing electronically through the designated line items listed on the Bid Sheet/Pricing Table via the City's e-Procurement portal on OpenGov.

Vendor Notes: The bid tables includes a “Vendor Notes” column for any additional comments regarding the requested line item(s). A comment is preferred in the “Vendor Notes” column. If the vendor does not need to submit any comments, they may leave it blank or enter N/A or similar.

Primary Responses: The Bid Table is for the primary responses so that the vendors can submit the requested goods and/or services.

Line Item	SKU	Description	Quantity	Unit of Measure	Unit Cost	Total	Vendor Notes
1	NMCOMPCONRNW	Full access to the NetMotion platform and all its features, powering security, visibility, and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. Effective dates: 03-18-2025 through 03-17-2026	545	Each	\$ 113.91	\$ 62,080.95	Effective from 3/18/2025 - 3/17/2026
TOTAL		\$ 62,080.95					

SECTION 6 - SUBMITTAL DOCUMENTS

Bids must be submitted electronically at <https://procurement.opengov.com/portal/pembrokepines> on or before **2:00 pm on Tuesday, February 18, 2025**. Please note vendors should be registered on OpenGov under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. In addition, the vendor must complete the required documents in this section and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://procurement.opengov.com/portal/pembrokepines> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

Prospective proposers interested in responding to this solicitation are requested to provide all of the applicable information listed in this section. Submittals that do not respond completely to all of the requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

1 CONFIRMATION TO BIND

1.1 I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Please confirm

*Response required

2 PROJECT DOCUMENTS

2.1 PROPOSERS BACKGROUND INFORMATION FORM*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Proposers Background Inform...](#)

*Response required

3 STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

3.1 NON-COLLUSIVE AFFIDAVIT*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Non-Collusive_Affidavit.pdf](#)

*Response required

3.2 SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Sworn Statement on Public E...](#)

*Response required

3.3 EQUAL BENEFITS CERTIFICATION FORM*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Equal Benefits Certificatio...](#)

*Response required

3.4 VENDOR DRUG FREE WORKPLACE CERTIFICATION*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Drug-Free Workplace ...](#)

*Response required

3.5 SCRUTINIZED COMPANY CERTIFICATION*

a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Scrutinized Company Certifi...](#)

*Response required

3.6 E-VERIFY SYSTEM CERTIFICATION*

a. Please download the attached document, complete all required fields, and upload the completed form here.

b. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).

- c. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

- [E-Verify System Certificati...](#)

*Response required

3.7 HUMAN TRAFFICKING AFFIDAVIT*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Human Trafficking Affidavit...](#)

*Response required

3.8 VENDOR INFORMATION FORM*

- a. Please download the attached document, complete all required fields, and upload the completed form here.

- [Vendor Information Form.pdf](#)

*Response required

3.9 FORM W-9 (REVISED MARCH 2024)*

- a. Please download the attached document, complete all required fields, and upload the completed form here.
- b. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

- [Form W-9 \(Rev March 2024\).pdf](#)

*Response required

4 OPTIONAL DOCUMENTATION

4.1 TRADE SECRETS

- a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
- b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation,

except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.

- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.

4.2 FINANCIAL STATEMENTS

- a. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor’s financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

4.3 ALTERNATIVES

- a. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).

- b. In addition, pursuant to the “**Brand Names**” Section included in the [GENERAL TERMS AND CONDITIONS](#) Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor’s responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

4.4 **ADDITIONAL INFORMATION**

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

4.5 **PROFESSIONAL LICENSES**

- a. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation.

5 **VENDOR CLASSIFICATION**

5.1 Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*

- a. The evaluation of competitive bids is subject to section 35.36 of the City’s Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:
- i. **"Local Pembroke Pines Vendor"** shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR;**

- ii. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.
- b. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

Yes

No

*Response required

When equals "Yes"

5.1.1 Please indicate your Local Vendor Status*

Local Pembroke Pines Vendor (LPPV)

Local Broward County Vendor (LBCV)

*Response required

When equals "Yes"

5.1.2 Local Vendor Preference Certification*

- i. Please download the attached document, complete all required fields, and upload the completed form here.

- [Local Vendor Preference Cer...](#)

*Response required

When equals "Yes"

5.1.3 Local Business Tax Receipts*

- i. If claiming Local Vendor Preference, please upload any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

*Response required

- 5.2 Is your firm a Veteran Owned Small Business (VOSB)?*
- a. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:
- i. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

Yes

No

*Response required

When equals "Yes"

- 5.2.1 Determination Letter from the United States Department of Veteran Affairs Center*
- i. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

*Response required

- 5.3 Is your firm a Minority-Owned Business Enterprise (MBE)?*

Yes

No

*Response required

When equals "Yes"

- 5.3.1 Please indicate the classification of your Minority-Owned Business Enterprise (MBE)*

Select all that apply

- African-American MBE
- Asian-American MBE
- Hispanic-American MBE
- Native-American MBE
- Other option not listed above

*Response required

When equals "Yes"

5.3.2 MBE Certification Documentation*

- i. Upload your MBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple MBE certifications, please combine them into one (1) document and upload.

*Response required

5.4 Is your firm a Woman-Owned Business Enterprise (WBE)?*

- Yes
- No

*Response required

When equals "Yes"

5.4.1 WMBE Certification Documentation*

- i. Upload your WMBE Certification Documentation here, preferably with the State of Florida's Office of Supplier Diversity. If you have multiple WMBE certifications, please combine them into one (1) document and upload.

*Response required

5.5 Is your firm a HubZone Business / Labor Surplus Area Firm?*

- Yes
- No

*Response required

When equals "Yes"

5.5.1 HubZone Business / Labor Surplus Area Firm Certification Documentation*

- i. Upload your HubZone Business / Labor Surplus Area Firm Certification Documentation, preferably with the U.S. Small Business Administration

(SBA). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

5.6 Is your firm a Broward County Small Business Enterprise (SBE)?*

Yes

No

*Response required

When equals "Yes"

5.6.1 SBE Certification Documentation*

- i. Upload your SBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

5.7 Is your firm a Broward County Business Enterprise (CBE)?*

Yes

No

*Response required

When equals "Yes"

5.7.1 CBE Certification Documentation*

- i. Upload your CBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

5.8 Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?*

Yes

No

*Response required

When equals "Yes"

5.8.1 DBE Certification Documentation*

- i. Upload your DBE Certification Documentation from Broward County's Office of Economic and Small Business Development (OESBD). If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

5.9 Does your firm have a Vendor Classification that was not listed above?*

Yes

No

*Response required

When equals "Yes"

5.9.1 Other Vendor Classification Certification Documentation*

- i. Upload your other Certification Documentation here. If you have multiple certifications, please combine them into one (1) document and upload.

*Response required

SECTION 7 - EVALUATION OF PROPOSALS & PROCESS SELECTION

7.1 Qualifying & Selecting Firms

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted.
- B. Staff will make a recommendation to the City Commission for award of contract.
- C. The contract shall be awarded to the most responsive/responsible bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

SECTION 8 - INSURANCE REQUIREMENTS

8.1 General Indemnification

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

8.2 Insurance Coverage

- A. CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- B. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- C. Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.
- D. Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of

the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

- E. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated in the sections below, prior to commencing any work pursuant to this Agreement.

8.3 Comprehensive General Liability Insurance

Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.4 Workers' Compensation and Employers' Liability Insurance

Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- A. Workers' Compensation: Coverage A – Statutory
- B. Employers Liability: Coverage B

\$500,000 Each Accident

\$500,000 Disease – Policy Limit

\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.5 Comprehensive Auto Liability Insurance

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

- A. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
- B. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
- C. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

8.6 Umbrella/Excess Liability Insurance

Umbrella/Excess Liability Insurance in the amount of **\$2,000,000** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.7 Professional Liability/Errors & Omissions Insurance

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3)

years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

8.8 Cyber Liability including Network Security and Privacy Liability

Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

8.9 Required Endorsements

- A. The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- B. Waiver of all Rights of Subrogation against the CITY.
- C. Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- D. CONTRACTOR's policies shall be Primary & Non-Contributory.
- E. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- F. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.10 Additional Requirements

- A. Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the

CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

- B. The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.
- C. The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

SECTION 9 - GENERAL TERMS AND CONDITIONS

9.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should:

- A. consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work,
- B. study and carefully correlate the Proposer's observations with the Proposal Documents; and
- C. notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

9.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

9.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item).

Bidders must register for an account on the City's e-Procurement Portal, hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications via email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/pembrokepines>.

Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through OpenGov will be the only official method whereby changes will be made.

9.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification.

The City requires all questions relating to the solicitation to be submitted through the "Question & Answer" tab, for the specific project, on the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/pembrokepines>. Questions and inquiries must be received by the "Question Due Date" stated in the solicitation. Questions received after the "Question Due

Date” shall not be answered. Interpretations or clarifications in response to such questions will be issued via OpenGov. Bidders may also click “Follow” on this solicitation to receive an e-mail notification(s) when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries. The issuance of a response via OpenGov is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

OpenGov Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact OpenGov support, with ample time before the bid closing date and time, via one of the following methods:

- A. Chat (preferred method): Click the button in the lower right-hand corner of the portal when logged in.
- B. E-mail: support@opengov.com
- C. Phone: 1 (605) 336-7167
- D. <https://opengov.my.site.com/support/s/contactsupport>

For all other questions related to this solicitation, please contact the Procurement Department at purchasing@ppines.com.

9.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

Proposer warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

9.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for proposer’s information only and will be used for tabulation and presentation of bid.

9.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase “OR EQUAL” is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor’s responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of

documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

9.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

9.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the proposer's expense.

9.10 ESTIMATED QUANTITIES

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased pursuant to this solicitation. Estimated quantities will be used for comparison and ranking purposes only. The City is not obligated to contract for a given amount of commodities/services subsequent to the award of this solicitation. The City reserves the right to issue separate purchase orders as needed, issue a blanket purchase order, and release partial quantities, or any combination of the preceding as deemed necessary by the City.

9.11 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

9.12 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Proposer warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or proposer.

9.13 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

9.14 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

9.15 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

9.16 COPYRIGHT OR PATENT RIGHTS

Proposer warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

9.17 ANTI-TRUST VIOLATIONS

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.18 PUBLIC ENTITY CRIMES

Pursuant to Sec. 287.133(2)(a), Fla. Stat., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Sec. 287.134(2)(b), Fla. Stat., a public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the

same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

The Sworn Statement of Public Entity Crime Affidavit Form, in the Submittal Documents section on the OpenGov portal for this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Proposer for any goods, services or materials furnished.

9.19 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

9.20 FACILITIES

The City reserves the right to inspect the Proposer's facilities at any time with prior notice.

9.21 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

9.22 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. **FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.**

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the proposer or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the proposer or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

9.23 MANUFACTURER’S CERTIFICATION

The City of Pembroke Pines reserves the right to request from proposer separate manufacturer certification of all statements made in the proposal.

9.24 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the OpenGov website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

9.25 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 pm at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, proposers will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- A. Open the sealed bids at a public meeting.
- B. Announce at that meeting the name of each bidder and the price submitted in the bid.
- C. Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for “**construction or repairs on a public building or public work**” the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

9.26 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible proposer, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of proposer from bid list(s).

9.27 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City’s Code of Ordinances.

9.28 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Indemnification for Design Professionals and Construction Contracts: The Successful Proposer shall indemnify and hold harmless the CITY, its officers and employees, from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the CITY, its

officers and employees, may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent such claims are caused by the negligence, recklessness, or intentional wrongful conduct of the Successful Proposer and other persons employed or utilized by the Successful Proposer during performance of the resulting Agreement.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

9.29 DEFAULT PROVISION

In the case of default by the proposer or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Proposer to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B. Failure to begin the Work under this Bid within the time specified.
- C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.
- E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Proposer incapable of performing the Work in accordance with and as required by the contract.
- F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

9.30 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9.31 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

9.32 SCRUTINIZED COMPANIES LIST

In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
 2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or is engaged in business operations in Syria.

9.33 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes

Chapter 119.07 (“Public Records Law”). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer’s response to the solicitation purporting to require confidentiality of any portion of the Proposer’s response to the solicitation, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer’s response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a “public works” project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city’s determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city’s treatment of records as public records.

9.34 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the proposer and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own

purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

9.35 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

A. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

B. The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted Communication: The cone of silence shall not apply to:

A. Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

B. Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

C. Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

9.36 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

1. “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
2. “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
3. “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

B. Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
3. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

9.37 JESSICA LUNSFORD ACT

Background screening requirements for Contractor's performing services for or at City's Charter Schools.

- A. Except as provided in §§1012.467 or 1012.468, Florida Statutes, non-instructional school employees or contractual personnel who:
 1. are permitted access on school grounds when students are present,
 2. have direct contact with students or,
 3. have access to or control of school funds must meet level 2 screening requirements as described in §1012.32, Florida Statutes. Contractual personnel shall include any Contractor, individual, or entity under contract with the City engaged to perform services for or at City's Charter Schools.

- B. Every 5 years following employment or entry into a resulting contract in a capacity described in subsection (A), each person who is so employed or under contract with the City must meet level 2 screening requirements as described in §1012.32, Florida Statutes, at which time the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a resulting contract in a capacity described in subsection (A), the fingerprints of a person who is so employed or under contract with the City are not retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes, the person must file a complete set of fingerprints with the City. Upon submission of fingerprints for this purpose, the City shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening, and the fingerprints shall be retained by the Department of Law Enforcement under §1012.32(3)(a) and (b), Florida Statutes. The cost of the state and federal criminal history check required by level 2 screening shall be borne by the Contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or engaged to perform a resulting contract in a capacity described in subsection (A) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under a resulting contract in that capacity.

- C. If it is found that a person who is employed or under contract in a capacity described in subsection (A) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

9.38 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING



Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

vCloud Tech Inc Response

Pricing unsealed at Feb 18, 2025 2:39 PM

CONTACT INFORMATION

Company

vCloud Tech Inc

Email

vcloud@vcloudtech.com

Contact

Muhammad Khan

Address

609 Deep Valley Drive Suite 200
Rolling Hills Estates, CA 90274

Phone

(833) 482-5683

Website

www.vcloudtech.com

Submission Date

Feb 4, 2025 4:29 PM (Eastern Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. CONFIRMATION TO BIND

1.1. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed


Pass Fail


2. PROJECT DOCUMENTS

2.1. PROPOSERS BACKGROUND INFORMATION FORM*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

 [Proposers Background Information Form \(1\).xlsx](#)

 [Proposers Background Information Form \(1\).xlsx](#)

3. STANDARD DOCUMENTS

The following documents are standard documents that the City generally requires for every solicitation. As a result, we recommend vendors to keep these documents updated and readily available so that they can be easily uploaded for each project that the vendor would like to participate in. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

3.1. NON-COLLUSIVE AFFIDAVIT*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

 [Non-Collusive Affidavit.pdf](#)

 [Non-Collusive Affidavit.pdf](#)

3.2. SWORN STATEMENT ON PUBLIC ENTITY CRIMES FORM*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

[Sworn Statement on Public Entity Crimes.pdf](#)

[Sworn Statement on Public Entity Crimes.pdf](#)

3.3. EQUAL BENEFITS CERTIFICATION FORM*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

[Equal Benefits Certification Form.pdf](#)

[Equal Benefits Certification Form.pdf](#)

3.4. VENDOR DRUG FREE WORKPLACE CERTIFICATION*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

[Vendor Drug-Free Workplace Certification Form.pdf](#)

[Vendor Drug-Free Workplace Certification Form.pdf](#)

3.5. SCRUTINIZED COMPANY CERTIFICATION*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

[Scrutinized Company Certification.pdf](#)

[Scrutinized Company Certification.pdf](#)

3.6. E-VERIFY SYSTEM CERTIFICATION*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

2. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a

vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security ("DHS").

3. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

[E-Verify System Certification Statement.pdf](#)

[E-Verify System Certification Statement.pdf](#)

3.7. HUMAN TRAFFICKING AFFIDAVIT*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

[Human Trafficking Affidavit.pdf](#)

[Human Trafficking Affidavit.pdf](#)

3.8. VENDOR INFORMATION FORM*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

[Vendor Information Form.pdf](#)

[Vendor Information Form.pdf](#)

3.9. FORM W-9 (REVISED MARCH 2024)*

Pass Fail

1. Please download the attached document, complete all required fields, and upload the completed form here.

2. Note - Please use the March 2024 version of the form as previously dated versions of this form may delay the processing of any payments to the selected vendor.

[Form W-9 \(Rev March 2024\).pdf](#)

[W9_vCloud_Tech_2024.pdf](#)

4. OPTIONAL DOCUMENTATION

4.1. TRADE SECRETS

1. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all

documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.


2. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.
3. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE OPENGOV WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
4. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

No response submitted

4.2. FINANCIAL STATEMENTS

Pass Fail

1. The City is **NOT** requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
2. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

 [vCloud_Quote_#H22977-0.pdf](#)

4.3. ALTERNATIVES

1. If you are submitting an alternative product, please upload any related information in this section (such as specification sheets, etc.).
2. In addition, pursuant to the "**Brand Names**" Section included in the GENERAL TERMS AND CONDITIONS Section if and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Proposers shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

No response submitted

4.4. ADDITIONAL INFORMATION

Pass Fail

1. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

 [Netmotion_Renewal_Licenses.pdf](#)

4.5. PROFESSIONAL LICENSES

1. If applicable, please upload any professional licenses that may be required to perform the services outlined in the solicitation.

No response submitted

5. VENDOR CLASSIFICATION

5.1. Is your firm a Local Pembroke Pines Vendor (LPPV) and Local Broward County Vendor (LBCV)?*

Pass Fail

1. The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:
 1. "**Local Pembroke Pines Vendor**" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines, **OR**;

- 2. **"Local Broward County Vendor"** shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.
- 2. A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the Local Pembroke Pines Vendor(s); A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the Local Broward County Vendor(s).

No

5.2. Is your firm a Veteran Owned Small Business (VOSB)?* Pass Fail

- 1. The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:
 - 1. **"Veteran Owned Small Business"** shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- 2. A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the Veteran Owned Small Business (VOSB).

No

5.3. Is your firm a Minority-Owned Business Enterprise (MBE)?* Pass Fail

No

5.4. Is your firm a Woman-Owned Business Enterprise (WBE)?* Pass Fail

No

5.5. Is your firm a HubZone Business / Labor Surplus Area Firm?* Pass Fail

No

5.6. Is your firm a Broward County Small Business Enterprise (SBE)?* Pass Fail

No

5.7. Is your firm a Broward County Business Enterprise (CBE)?* Pass Fail

No

5.8. Is your firm a Broward County Disadvantaged Business Enterprise (DBE)?* Pass Fail

No

5.9. Does your firm have a Vendor Classification that was not listed above?* Pass Fail

No

PRICE TABLES

Line Item	SKU	Description	Quantity	Unit of Measure	Unit Cost	Total

1	NMCOMP...	Full access to the NetMotion platform and all its features, powering security, visibility, and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. Effective dates: 03-18-2025 through 03-17-2026	545	Each	\$113.91	\$62,080.95
Total						\$62,080.95