Edgar Zorrilla
CEO
ReaXium
ezorrilla@reaxium.com
1-855-732-9486
23123 SR 7, #309-A, Boca Raton, FL 33428

February 11, 2025

Jonathan Bonilla
Assistant City Manager
The City of Pembroke Pines Charter Schools
jbonilla@ppines.com
1-954-450-1034
601 City Center Way, Pembroke Pines, FL 33025

Subject: Notice of Contract Cancellation

Dear Mr. Bonilla,

I hope this letter finds you well.

Pursuant to Article 3 (Term and Termination), Section 3.5 of our contract between ReaXium and City of Pembroke Pines, this letter serves as formal notice of our decision to terminate the agreement, effective 60 days after today.

Over the past five years, ReaXium has worked diligently to implement our ReaXium School Bus solution for Student Ridership and Bus Tracking as well as the ReaXium Parents App. Despite multiple attempts, including our most recent pilot with three school buses, we have been unable to achieve the necessary results for full implementation. Given these ongoing challenges, we believe it is in the best interest of both parties to conclude our contractual obligations.

We appreciate the collaboration and support provided throughout this process. Our team is prepared to coordinate any necessary steps to ensure an orderly transition. Please let us know if you require any additional information or formalities to finalize this process.

Thank you for your time and consideration. We value our partnership and wish you success in your future initiatives.

Sincerely,

Edgar Zorrilla
CEO
ReaXium

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Garzor Insurance 4369 HUNTERS PARK LANE ORLANDO FL 32837	**CONTACT NAME:** Diana Munoz **PHONE (A/C, No, Ext):** (321) 206-8035 **FAX (A/C, No):** (321) 251-7720 **E-MAIL ADDRESS:** Certificates@garzorinsurance.com
INSURED Reaxium Inc 23123 State Road 7, Suite 309-A Boca Raton FL 33428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** OHIO SECURITY INS CO — 24082 **INSURER B :** **INSURER C :** **INSURER D :** FRANK WINSTON CRUM INS INC — 11600 **INSURER E :** LLOYDS OF LONDON — 122000 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		BLS60162322	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		FWFL0030913700	05/31/2024	05/31/2025	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,00
E	Professional Liability/ Cyber Liability			ESM0139859514	01/11/2025	01/11/2026	Occurrence Aggregate Cyber Each	1,000,000 3,000,000 1M / 5k ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Technology Errors and Omissions Liability Policy listed above include the following coverage:
A-Cyber, Privacy and Network Security Liability $1,000,000 Each Incident and $1,000,000 for all Cyber Incident - Retention $5000"

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines , FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mariana Zorrilla

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER	CONTACT NAME: Diana Munoz	
Garzor Insurance	PHONE (A/C, No, Ext): (321) 206-8035	FAX (A/C, No): (321) 251-7720
4369 HUNTERS PARK LANE	E-MAIL ADDRESS: Certificates@garzorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
ORLANDO FL 32837	INSURER A : OHIO SECURITY INS CO	24082
INSURED	INSURER B :	
Reaxium Inc	INSURER C :	
23123 State Road 7, Suite 309-A	INSURER D : FRANK WINSTON CRUM INS INC	11600
	INSURER E : LLOYDS OF LONDON	122000
Boca Raton FL 33428	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		FWFL0030913700	05/31/2024	05/31/2025	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			ESM0139859514	01/11/2024	01/11/2025	Occurrence Aggregate	1,000,000 1,000,000

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CERTIFICATE HOLDER

City of Pembroke Pines

601 City Center Way
Pembroke Pines , FL 33025

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AUTHORIZED REPRESENTATIVE

Mariana Zorrilla

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2023

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PRODUCER	CONTACT NAME: Mariana Zorrilla	
Garzor Insurance 4369 Hunters Park Lane Orlando FL 32837	PHONE (A/C, No, Ext): (321) 206-8035	FAX (A/C, No):
	E-MAIL ADDRESS: certificates@garzorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : OHIO SECURITY INS CO	24082
INSURED Reaxium LLC 23123 State Road 7 Ste 200c Boca Raton FL 33428	INSURER B : NORGUARD INS CO	31470
	INSURER C :	
	INSURER D :	
	INSURER E : LLOYDS OF LONDON	122000
	INSURER F :	

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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		REWC45732	08/24/2023	08/24/2024	☐ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
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Pembroke Pines , FL 33025

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AUTHORIZED REPRESENTATIVE

Mariana Zorrilla

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FIRST AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND REAXIUM, INC.

THIS AMENDMENT ("First Amendment"), dated April 24, 2023, is entered into by and between:

> **THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",
>
> and
>
> **REAXIUM, INC.**, a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **23123 State Road 7, Suite #200C, Boca Raton FL 33428**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **August 13, 2020,** the Parties entered into the Contractual Services Agreement to provide School Bus and Student Tracker services for an initial **three (3) year period,** which will expire on **August 4, 2023**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2)** additional, **three (3) year** terms upon mutual consent, evidenced by written amendments to the Original Agreement; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for a **three (3) year period** commencing on **August 5, 2023** and naturally expiring on **August 4, 2026** and to supplement the terms contained therein, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this First Amendment, or any subsequent amendment, which is in ~~strikethrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

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SECTION 3. The Original Agreement is hereby renewed for a **three (3) year** renewal period commencing on **August 5, 2023** and naturally expiring on **August 4, 2026.**

SECTION 4. Section 18.10 of the Original Agreement is hereby revised and amended as set forth below:

"18.10 **Extent of Agreement and Conflicts**. This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. In the event of a conflict between this Agreement, Exhibit "A", Exhibit "B", Exhibit "AB", Exhibit "C", and Exhibit "D", this Agreement shall govern, then Exhibit "A", followed by Exhibit "C", Exhibit "D", Exhibit "B", and then Exhibit "AB"."

SECTION 5. Scrutinized Companies. CONTRACTOR, 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 Petroleum Energy Sector List, or is engaged in business operations with Syria. 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 any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time 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

5.2 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:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

6.1 **Definitions for this Section.**

6.1.1 "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.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

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6.1.3 "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.

6.1.4 "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.

6.2 **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:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 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

6.2.3 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.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached,

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should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 11. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: E9083D75-70ED-4BCF-85AB-C5F6513F10DC

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E858EEE04EEF4F3...

BY: _____

MARLENE D. GRAHAM, CITY CLERK
April 24, 2023

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...

BY: _____

Print Name: Jacob Horwitz

CHARLES F. DODGE, CITY MANAGER

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

REAXIUM, INC.

Signed By: _____

Printed Name: EDGAR ZORRILLA

Title: CEO-Founder

DocuSign Envelope ID: E9083D75-70ED-4BCF-85AB-C5F6513F10DC

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 2.

File ID:	23-0049	**Type:**	Agreements/Contracts	**Status:**	Passed
Version:	1	**Agenda Section:**		**In Control:**	City Commission
				File Created:	01/23/2023
Short Title:	Contracts Database Report - April 19th, 2023			**Final Action:**	04/19/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal

(B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal

(C) Zambelli Fireworks Manufacturing Co. - Fireworks Display- Renewal

(D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

ITEM (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

***Agenda Date:** 04/19/2023

Agenda Number: 2.

Internal Notes:

Attachments: 1. Contracts Database Report - April 19th, 2023, 2. A. Reaxium - ED-18-02 Charter School Bus and Student Tracker (all backup), 3. B. Safeguard Services, Inc. Janitorial Services Charter Schools & EDC (ED-17-02) (all backup), 4. C. Zambelli Fireworks Agreement - RE-20-06 Fireworks Display (all backup), 5. D. Morton Salt - Purchase of Sodium Chloride (Solar Salt) (AB), 6. E. Sierra Lifecare Inc-Nursing Services for Charter Schools (AB)

1 City Commission 04/19/2023 approve Pass

Action Text: A motion was made to approve on the Consent Agenda

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Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Reaxium, Inc. - Charter School Bus and Student Tracker - Renewal

1. On August 13th, 2020, the City entered into an agreement with Reaxium, Inc. for an initial three (3) year term, commencing on August 5th, 2020 and expiring on August 4th, 2023.

2. Reaxium, Inc. provides the City’s Charter Schools with a transportation and student rider management system with routing and tracking software, pursuant to Request for Proposals (“RFP”) ED-18-02.

3. Section 3.2 of the Original Agreement authorizes the renewal thereof for two (2) additional three (3) year renewal terms, upon mutual consent, evidenced by written amendments.

4. Due to COVID-19 restrictions during the pandemic, students were not utilizing school bus transportation and implementation of the system was therefore delayed.

5. All system hardware is now in place and both the transportation management component of the system with GPS telematics and the rider management component are expected to go live before the end of this school year.

6. Once the management component is fully implemented and live and the minimum market share is reached, the Schools shall receive 10% of the Reaxium Mobile Application subscription gross revenue. The Schools' share of Rexium Mobile Application subscription gross revenue shall increase by 1% annually thereafter, in accordance with the terms of the Agreement.

7. The Charter Schools recommend that the City Commission approve this First Amendment

DocuSign Envelope ID: E9083D75-70ED-4BCF-85AB-C5F6513F10DC

for the first, three (3) year renewal term, commencing on August 5th, 2023 and expiring on August 4th, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: There is no cost, the Schools shall receive 10% of the gross revenues.

b) Amount budgeted for this item in Account No: Other Misc Revenues

Account	Description
170-000-5051-369900-3495-000-0000-	Elem Other Misc Revenue
171-000-5052-369900-3495-000-0000-	Middle Other Misc Revenue
172-000-5053-369900-3495-000-0000-	High Other Misc Revenue
173-000-5061-369900-3495-000-0000-	FSU Other Misc Revenue

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 3-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Safeguard Services, Inc. - Janitorial Services for the Charter Schools and Early Development Centers (EDC's) - Renewal

1. On July 20th, 2017, the City entered into a contractual service agreement with Safeguard Services, Inc. for an initial three (3) year period, which expired on June 30th, 2020.

2. The City of Pembroke Pines Charter Schools and Early Development Centers contract Safeguard Services, Inc. to provide janitorial services pursuant to Request for Proposals # ED-17-02.

3. Section 3.2 of the Original Agreement authorizes the renewal thereof for two (2), additional, three (3) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On December 19th, 2017, the parties entered into the First Amendment to the Original Agreement to add a contingency amount of $24,500.

5. On August 7th, 2018, the parties entered into the Second Amendment to the Original Agreement to waive the requirement for payment and performance bonds.

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6. On December 4th, 2019, the parties entered into the Third Amendment to the Original Agreement to enter into the first, two (2) year renewal term which will expire on June 30th, 2023.

7. On August 12th, 2021, the parties entered into the Fourth Amendment to the Original Agreement to increase the scope of services to include electrostatic spraying services, and to increase the annual compensation amount from $1,320,410.55 to $1,440,594.00.

8. On August 10th, 2022, the parties entered into the Fifth Amendment to the Original Agreement to increase the annual compensation amount from $1,440,594.00 to $1,568,042.46 effective August 4th, 2022. This increase was requested by the contractor to be in line with the increase in labor costs and the increase in Florida's minimum wage.

9. Contractor is requesting a rate increase of 9.78%. This Rate increase is being requested as a result of the contractor's increased costs, pursuant to the letter provided by the contractor dated February 10, 2023 in which it states that "there has been a 6.98% increase in the CPI for janitorial services, in addition to, an eighteen percent (18%) increase in all consumable supplies including paper, plastics and hand soap. Additionally, the Florida minimal wage amendment will mandate another eight percent (8%) increase in pay for all workers throughout the system". The aforementioned rate increase will result in a total annual compensation increase from $1,568,042.46 to $1,719,000.91.

10. The Charter Schools and Early Development Centers recommend that the City Commission approve this Sixth Amendment to include the 9.78% increase and to enter into the second and final, three (3) year renewal term commencing on July 1st, 2023, and expiring on June 30th, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Total annual cost for the charter schools and early development centers is $1,719,000.91

b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in the Other Services Maintenance accounts (534950):

East Elementary	170-569-5051-534950-7900-350-0000-00550
West Elementary	170-569-5051-534950-7900-350-0000-00551
Central Elementary	170-569-5051-534950-7900-350-0000-00552
West Middle	171-569-5052-534950-7900-350-0000-00553
Central Middle	171-569-5052-534950-7900-350-0000-00554
Academic Village	172-569-5053-534950-7900-350-0000-
FSU Elementary	173-569-5061-534950-7900-350-0000-
West EDC	001-569-5002-534950-0000-000-0000-00208
Central EDC	001-569-5002-534950-0000-000-0000-00209

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 3-year projection of the operational cost of the project:

DocuSign Envelope ID: E9083D75-70ED-4BCF-85AB-C5F6513F10DC

	School FY 2023-24	SFY 2024-25	SFY 2025-26
Revenues	$.00	$.00	$.00
Expenditures	$1,719,000.91	$1,719,000.91	$1,719,000.91
Net Cost	$1,719,000.91	$1,719,000.91	$1,719,000.91

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Yes

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Estimated annual savings of $1,595,000.

(C) Zambelli Fireworks Manufacturing Co. - Fireworks Display - Renewal

1. On May 20th, 2021, the City entered into an Agreement with Zambelli Fireworks Manufacturing Co. for an initial two (2) year and two (2) months period, which will expire on July 5th, 2023.

2. The City contracts Zambelli Fireworks Manufacturing Co. to provide firework display services for July 4th celebrations.

3. Section 4.1 of the Original Agreement authorizes renewal of the Original Agreement for a one (1) year term upon mutual consent, evidenced by a written Amendment.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this First Amendment for the one (1) year renewal term commencing on July 6th, 2023 and expiring on July 5th, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: $24,000

b) Amount budgeted for this item in Account No: None. If renewed the amount will be budgeted in FY 2024 in account coding: 001-574-7003-549662-0000-000-0000- Special Event - 4th of July

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 1 year projection of the operational cost of the project:

	FY 2023-2024
Revenues	$.00
Expenditures	$24,000.00
Net Cost	$24,000.00

DocuSign Envelope ID: E9083D75-70ED-4BCF-85AB-C5F6513F10DC

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(D) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt) CO-OP - Renewal

1. On June 16, 2021, the City Commission approved to purchase Sodium Chloride (Solar Salt) from Morton Salt, Inc. utilizing the CO-OP Agreement for an initial one (1) year period, which expires on May 30, 2022.

2. The Original CO-OP Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms.

3. To date, the City of Pembroke Pines Commission has approved to continue to purchase Sodium Chloride from Morton Salt, Inc. up to May 30, 2023.

4. The City of Boca Raton, as the Lead Agency, has renewed the agreement for an additional one (1) year period which will expire on May 30, 2024.

5. The Utilities Division recommends that the City Commission approve the rate increase from $155.81/ton to $169.62/ton and the continued purchase of Sodium Chloride for an additional one (1) year period which shall naturally expire on May 30, 2024.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $135,936 (800 Tons x $169.92)
b) Amount budgeted for this item in Account No:
471-533-6031-552430-0000-000-0000- (Operating chemicals)
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 2 year projection of the operational cost of the project

	Current FY	Year 2
Revenues	$.00	$.00
Expenditures	$45,312.00	$90,624.00
Net Cost	$45,312.00	$90,624.00

DocuSign Envelope ID: E9083D75-70ED-4BCF-85AB-C5F6513F10DC

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:
A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.
b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(E) Sierra Lifecare, Inc - Professional Nursing Services - Non-renewal

1. On September 27, 2017, the City entered into a Professional Services Agreement with Sierra Lifecare, Inc. for an initial two (2) year period which expired on July 31, 2019.

2. Sierra Lifecare, Inc. provides the City with professional nursing services on an as needed basis.

3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. On June 4, 2018, the City entered into the First Amendment to the Original Agreement to include nursing services for the City's summer camp program.

5. On May 15, 2019, the City entered into the Second Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expired on August 31, 2021.

6. On August 4, 2021, the City entered into the Third Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expires on August 31, 2023.

7. The Agreement does not provide for any further renewal terms, and a new procurement process will be needed to secure these services.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mariana Zorrilla	
Garzor Insurance	PHONE (A/C, No, Ext): (321) 206-8035	FAX (A/C, No): (321) 251 7720
	E-MAIL ADDRESS: certificates@garzorinsurance.com	
4369 HUNTERS PARK LANE	INSURER(S) AFFORDING COVERAGE	NAIC #
Orlando FL 32837	INSURER A : OHIO SECURITY INS CO	24082
INSURED	INSURER B :	
Reaxium LLC	INSURER C :	
	INSURER D : NORGUARD INS CO	31470
23123 State Road 7, Unit#200C	INSURER E : LLOYDS OF LONDON	122000
Boca Raton FL 33428	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		BLS60162322	08/01/2022	08/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		REWC231211	08/24/2022	08/24/2023	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E	Professional liability			ESL0039596978	01/11/2023	01/11/2024	Occurance Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Technology Errors and Omissions Liability Policy listed above include the following coverage:
A-Cyber, Privacy and Network Security Liability $1,000,000 Each Incident and $1,000,000 for all Cyber Incident - Retention $5000"

CERTIFICATE HOLDER

City of Pembroke Pines

601 City Center Way
Pembroke Pines , FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mariana Zorrilla

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Rojas, Dominique

From: Rotstein, Daniel
Sent: Wednesday, January 25, 2023 5:16 PM
To: Rojas, Dominique
Subject: FW: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Updated COI - Risk approval request
Attachments: Reaxium - ED-18-02 Charter School Bus and Student Tracker (All-Backup w Stripe+UCOI).pdf

The revised COI is fine.
Thanks

From: Rojas, Dominique <drojas@ppines.com>
Sent: Wednesday, January 25, 2023 5:08 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Updated COI - Risk approval request

Dear Daniel,

Following our correspondence below, please find attached for your review and approval, the updated COI for the agreement (Page 1 or last tab on the bookmarks).

We stand by for your approval/further comments.

Kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Direct: 954-392-9436
Email: drojas@ppines.com
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com
City Hall hours: Monday–Thursday 7am-6pm (closed on Fridays)

From: Rojas, Dominique <drojas@ppines.com>
Sent: Monday, November 7, 2022 4:49 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Updated COI - Risk approval request

Dear Daniel,

Thank you. We are checking back with the vendor and will circle back to you soon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Garzor Insurance 4369 HUNTERS PARK LANE Orlando FL 32837	**CONTACT NAME:** Manuela Garcia **PHONE (A/C, No, Ext):** (321) 206-8035 **FAX (A/C, No):** (321) 251 7720 **E-MAIL ADDRESS:** certificates@garzorinsurance.com
INSURED Reaxium LLC 23123 State Road 7, Unit#200C Boca Raton FL 33428	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** OHIO SECURITY INS CO — 24082 **INSURER B :** **INSURER C :** **INSURER D :** NORGUARD INS CO — 31470 **INSURER E :** WESTCHESTER SURPLUS LINES INSURANCE CO — 13196 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BLS60162322	08/01/2021	08/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		REWC231211	08/24/2021	08/24/2022	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
E	Technology Errors and Omissions Liability			F15082185 003	08/01/2021	08/01/2022	Occurance Aggregate Claim Retention	$1,000,000 $1,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Technology Errors and Omissions Liability Policy listed above include the following coverage:
A-Cyber, Privacy and Network Security Liability $1,000,000 Each Incident and $1,000,000 for all Cyber Incident - Retention $2500

CERTIFICATE HOLDER

The City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mariana Zorrilla

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2020

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PRODUCER	CONTACT NAME: Manuela Garcia	
Garzor Insurance	PHONE (A/C, No, Ext): (321) 206 8035	FAX (A/C, No): (321) 251 7720
	E-MAIL ADDRESS: certificates@garzorinsurance.com	
4369 HUNTERS PARK LANE	INSURER(S) AFFORDING COVERAGE	NAIC #
Orlando FL 32837	INSURER A : OHIO SECURITY INS CO	24082
INSURED	INSURER B :	
Reaxium LLC	INSURER C :	
	INSURER D : NORGUARD INS CO	31470
23123 State Road 7, Unit#200C	INSURER E : WESTCHESTER SURPLUS LINES INSURANCE CO	13196
Boca Raton FL 33428	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BLS60162322	08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		REWC167715	08/24/2020	08/24/2021	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
E	Technology Errors and Omissions Liability			F15082185002	08/01/2020	08/01/2021	Occurance Aggregate Claim Retention	$1,000,000 $1,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Technology Errors and Omissions Liability Policy listed above include the following coverage:
A-Cyber, Privacy and Network Security Liability $1,000,000 Each Incident and $1,000,000 for all Cyber Incident - Retention $2500

CERTIFICATE HOLDER

The City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mariana Zorrilla

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CONTRACTUAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES
AND REAXIUM, INC.

THIS IS AN AGREEMENT ("Agreement"), dated the 5th day of August, **2020**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY").

and

REAXIUM, INC., a Florida Profit Corporation, as listed with the Florida Division of Corporations, and with a business address of **23123 State Road 7, Suite #200C, Boca Raton, FL 33428** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties".

RECITALS:

WHEREAS, CITY oversees the operation and leadership of the Pembroke Pines Charter School System, which involves four elementary schools, three middle schools, and one high school; and,

WHEREAS, CITY desires to hire CONTRACTOR to provide **a transportation and student rider management system with routing and tracking software** in order to effectively and efficiently collect ridership information for the students utilizing the charter school bus transportation services within the Pembroke Pines Charter School System and to perform the services specified herein; and,

WHEREAS, CONTRACTOR represents that they have the knowledge, skills, abilities, experiences, and expertise to provide the services required pursuant to this Agreement and that they are ready, willing, and able to perform such services

WHEREAS, CITY desires to employ CONSULTANT to perform the services required herein for the CITY.

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

1.1 On **February 12, 2019**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **a transportation and student rider management system with routing and tracking software** as more particularly described in **Exhibit "A",** attached hereto and by this reference made a part hereof, for the said notice entitled:

RFP # ED-18-02
"Charter School Bus and Student Tracker"

1.2 On **April 9, 2019,** the responses were opened.

1.3 On **July 10, 2019,** the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services necessary to provide **a transportation and student rider management system with routing and tracking software,** in accordance with the scope of services outlined in the specifications, **"RFP # ED-18-02"**, attached hereto and made a part hereof as **Exhibit "A",** and CONTRACTOR's response attached hereto and made a part hereof as **Exhibit "B"**, and in accordance with the scope of work identified in **Exhibit "AB"**, attached hereto and made a part hereof. CONTRACTOR agrees to do everything required by this Agreement and exhibits incorporated herein.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work.

2.4 CONTRACTOR shall schedule regular correspondence and/or meetings with CITY representatives at least once a month to discuss the progress of the work and/or maintenance of the

transportation and student rider management system with routing and tracking software, as more specifically described in **Exhibits "AB"**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 In recognition of the relationship between the Parties, as stipulated in **Exhibits "A", "B", "AB"** and **"C"**, attached hereto and made part hereof, the CITY will:

2.8.1 reasonably assist CONTRACTOR with gaining authorization and consent from each student's parent/guardian or student age 18 or older, whose education records are to be shared with CONTRACTOR **prior** to CITY disclosing or allowing CONTRACTOR to gain access to any student records as required by Section 22.2 herein; and,

2.8.2 assist with promoting the Reaxium Mobile Application, by utilizing CITY communication and media sources, in an attempt to maximize the number of Pembroke Pines Charter School System parents and guardians utilizing CONTRACTOR's Application. This may include, but not be limited to, the following:

2.8.2.1 utilizing CITY's communication mediums including newsletter, emails, social media, and CITY websites to inform Pembroke Pines Charter School System parents and guardians of the CONTRACTOR's service and the benefits of utilizing the Reaxium Mobile Application;

2.8.2.2 requesting and recommending that Pembroke Pines Charter Schools utilize communication mediums which include email, student folders, school websites, and parent portals to inform parents and guardians of the CONTRACTOR's service and the benefits of utilizing the Reaxium Mobile Application; and,

2.8.2.3 working with and assisting CONTRACTOR's team to develop

marketing materials, handouts, and information resources to be used for promoting the Reaxium Mobile Application.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services as identified in **Exhibit "A", "B"**, and **Exhibit "AB"**, attached hereto and made a part hereof, for an initial three (3) year period commencing on the date of execution of this Agreement.

3.2 This Agreement may be renewed for two (2) additional three (3) year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 In the event that the term of this Agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the Parties hereto establish a new contract for services executed with equal dignity hereto.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon sixty (60) days of written notice by CITY to CONTRACTOR. In the event CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Termination for Convenience by CONTRACTOR**. This Agreement may be terminated by CONTRACTOR for convenience, upon sixty (60) days of written notice by the CONTRACTOR to the CITY for such termination.

3.6 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The CONTRACTOR hereby agrees to assume all costs of services performed and materials provided in accordance with **Exhibit "A", "B", "AB"** and **"C"**, attached hereto and incorporated herein.

4.2 CONTRACTOR shall share the revenue derived from Reaxium Mobile Application subscription sales with CITY once the Minimum Market Share is achieved by CONTRACTOR. The "Minimum Market Share" ("MMS") pursuant to this Agreement, is the minimum level of subscribers required by the CONTRACTOR to reach its operational break-even point related to the services to be

provided herein. The MMS is 20% of the assumed Reaxium Mobile Application subscription population. The Reaxium Mobile Application subscription population is estimated to be two-thousand five hundred (2,500) users, assuming one (1) parent/legal guardian per student rider.

4.3 Once the MMS is reached by CONTRACTOR, the CITY shall receive 10% of the Reaxium Mobile Application subscription gross revenue. CITY's share of Reaxium Mobile Application subscription gross revenue shall increase by 1% annually thereafter, in accordance with the terms of this Agreement. Upon reaching the MMS as defined above, CONTRACTOR shall pay revenues to the CITY utilizing the revenue sharing model described herein and illustrated by "**Exhibit C**", attached hereto and incorporated herein by this reference.

4.4 Payment by CONTRACTOR once the MMS has been reached, will be made to CITY on the thirtieth (30th) day of each month. All payments made to the CITY shall include a financial report detailing CONTRACTOR's revenue, costs, and sales as more particularly described in the sample monthly operational report, attached hereto as "**Exhibit D**", and by this reference made a part hereof. CONTRACTOR shall not be responsible for payment to CITY if the Reaxium Mobile Application subscription rates fail to meet the MMS for a monthly period pursuant to Section 4.3 herein and CITY shall not receive its subscription gross revenue until the MMS is reached during a subsequent billing period thereafter.

4.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, as described in **Exhibits "A", "B"**, and **"AB"** and in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 CONTRACTOR has provided **Exhibit "AB",** as an addendum to **Exhibits "A"** and **"B"** in order to specifically define scope and to outline expected responsibilities and deliverables for the Parties hereto.

5.3 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the services pursuant to this Agreement or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 CONSULTANT's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.4 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 CONTRACTOR.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 7.6.1 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:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000

5. 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.

Yes No

✓ ☐ 7.6.2 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:

1. Workers' Compensation:	Coverage A –	Statutory
2. 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 for CITY to exempt CONTRACTOR.

Yes No

☐ ✗ 7.6.3 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:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. 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.

Yes No

☐ ✗ 7.6.3.1 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

Yes No

☐ ✗ 7.6.4 Umbrella/Excess Liability Insurance in the amount of $_____ 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.

Yes No

☐ ✗ 7.6.5 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.)*

Yes No

☐ ✗ 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. 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. 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)*

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.

Yes No

✓ ☐ 7.6.7 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.

Yes No

☐ ☒ 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☒ 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. 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 of 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.

Yes No

☐ ☒ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the 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.

Yes No

☐ ✕ 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. 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 of 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.)*

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.

Yes No

☐ ✕ 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ✕ 7.6.13 Other Insurance

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
7.7.2 Waiver of all Rights of Subrogation against the CITY.
7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause

without obligation for premium payment of the CITY.

7.7.6 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.

7.8 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.

7.9 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.

7.10 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.

ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act,

the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 12
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 13
MERGER; AMENDMENT

This Agreement constitutes the entire agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.1.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.2.1. The abandonment of the project that is the subject of this Agreement by CONTRACTOR for a period of at least than seven (7) business days.

14.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's Project Manager relative thereto.

14.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7)

days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.3.1. Upon such declaration of default, all sums due CITY for damages suffered, or expenses incurred by reason of default, including but not limited to attorneys' fees and costs, shall be due and payable to CITY.

14.3.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the surety together with the costs incident thereto to such default.

14.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.3.4. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
DISPUTE RESOLUTION

16.1 **Arbitration.** In addition to any other remedy provided for hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

16.2 **Operations During Dispute.**

16.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

16.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17
PUBLIC RECORDS

17.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

17.1.1 Keep and maintain public records required by the CITY to perform the service;

17.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

17.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

17.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default and Breach in accordance with the provisions set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

ARTICLE 18
MISCELLANEOUS

18.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

18.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the

rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

18.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

18.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

18.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines, 4th Floor
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: ReaXium, Inc.
23123 State Road 7, Suite #200C
Boca Raton, FL 33428
Telephone No: (561) 717-8042

E-Mail : mriquezes@reaxium.com

18.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

18.7 **Headings.** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

18.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

18.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

18.11 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

18.12 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

18.13 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

18.14 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

18.15 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

18.16 **Background Screening.** All Parties shall comply with all requirements of §§ 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by either party in advance of personnel providing any services under the conditions described in the previous sentence. Both parties respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints. The parties agree that the failure of either Party to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling either Party to terminate immediately with no further responsibilities or duties to perform under this Agreement.

18.17 **Records.** CONTRACTOR shall maintain during the term of this Agreement all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities pursuant to this Agreement. All of CONTRACTOR's records relating to this Agreement shall be considered public records. Upon request from the Contract Administrator, as set forth herein below, the CONTRACTOR shall provide detailed subscription information on all items relating to the CITY's mobile application subscription revenue share this Agreement. Such books, accounts and records will be available to the CITY or its designated agent at all reasonable times for examination and audit and shall be kept for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.) or as may otherwise be required by law. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the other party of any fees or expenses based upon such entries. All such records and related documents subject to the provisions of Chapter 119, Florida Statutes, during the term hereof or any extensions of this Agreement, shall be maintained for a period of not less than three (3) years, subsequent to the termination of this Agreement. Nothing in this paragraph shall be interpreted to include any records regarded as privileged due to characterization as trade secrets as defined in §812.081, F.S., except that customer lists shall be made available to the CITY. Nothing included herein shall preclude CONTRACTOR from being required to provide sufficient records to ensure all payments required of CONTRACTOR herein have been made in an appropriate amount and fashion.

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONTRACTOR, 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 Petroleum Energy Sector List, or is engaged in business operations with Syria. 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 any agency or local governmental entity for goods or services if:

19.1.1 Any amount of, at the time 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

19.1.2 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:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL OPPORTUNITIES FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that **(check only one box below)**:

☐ CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or

☐ CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or

☐ CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or

✓ CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption **(check only box below)**:

✓ CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or

☐ CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, 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. Case 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

case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or

☐ 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; or

☐ CONTRACTOR is a governmental agency.

20.2 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.

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

20.4 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 of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples."

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 21
FLORIDA INFORMATION PROTECTION ACT

CONTRACTOR agrees and understands that the services and/or goods provided under this Agreement consist, at least in part, of "customer records" that contain "personal information," as

defined in the Florida Information Protection Act, Section 501.171, Florida Statutes (the "Act"). Accordingly, as required by the Act, CONTRACTOR agrees to implement safeguards to protect customer records containing personal information, in whatever form retained and stored, from a breach of security. If customer records in CONTRACTOR's possession are breached in the manner set forth in the Act, CONTRACTOR shall immediately notify CITY as required by law, and CONTRACTOR shall work with CITY as required by the Act to assist in any of the following actions:

21.1 Investigate the alleged breach and determine of an actual breach has occurred, which may include the use of law enforcement officials as needed and as determined by CITY;

21.2 Provide notice to any and all consumers whose personal information has been breached;

21.3 Provide any and all other notices to governmental agencies that may be applicable under the Act, if a breach has reached a particular threshold, as defined in the Act, which may include but is not limited to: credit reporting agencies and the Florida Department of Legal Affairs;

21.4 Ensure that CONTRACTOR's third-party agents are made aware of the Act and any requirement to comply with the Act, and require that those third-party agents that store customer records of CITY who experience a breach notify CITY immediately, and work with CONTRACTOR and CITY as outlined in this section of the Addendum.
The procedures specified herein shall not supersede any requirement specified by the Act. The provisions of the Act, as may be amended from time to time, shall prevail in the event of any conflict.

ARTICLE 22
EDUCATION RECORDS

22.1 Education records held CITY may be disclosed to CONTRACTOR for purposes identified **Exhibit "A", "B"**, and **"AB"**.

22.2 **Authorization for Disclosure of Education Records.** CONTRACTOR will obtain consent from each student's parent/guardian or student age 18 or older, whose education records are to be shared prior to CITY disclosing or allowing CONTRACTOR to gain access to the education records required by **Exhibit "A", "B"**, and **"AB"**.

22.3 **Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, CONTRACTOR shall:

22.3.1 Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g ("FERPA") and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

22.3.2 Hold any education records in strict confidence and not use or disclose, except as required by this Agreement or as required or permitted by law unless the parent of each

student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

22.3.3 Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to CITY upon request;

22.3.4 Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

22.3.5 Utilize the education records solely for the purposes of providing services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

22.3.6 Notify CITY immediately upon discovery of a breach of confidentiality of education records by telephone and email pursuant to Section 18.6 herein, and shall take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

22.3.7 Fully cooperate with appropriate CITY staff to resolve any privacy investigations and concerns in a timely manner;

22.3.8 Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse CITY any direct costs incurred by CITY for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

22.3.9 Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

22.3.10 Provide CITY with the name and contact information of its employee who shall serve as CONTRACTOR's primary security contact and shall be available to assist CITY in resolving obligations associated with a security breach of confidentiality of education records; and

22.3.11 Securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

THE SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES

ATTEST:

By: _____
MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

8/13/2020

APPROVED AS TO FORM

_____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

REAXIUM, INC.

By: _____
Name: EDGAR ZORRILLA
Title: CEO
Date: 05/22/2020

Exhibit "A"

Charter School Bus and Student Tracker

Request for Proposals # ED-18-02

General Information		
Evaluation of Proposals	Staff / Evaluation Committee	See Section 1.7
Project Timeline	This contract shall be for an initial three years, with two additional three-year renewal terms.	See Section 1.8
Question Due Date	March 12, 2019	See Section 1.9
Proposals will be accepted until	2:00 p.m. on March 26, 2019	See Section 1.9
5% Proposal Security / Bid Bond	N/A	N/A
100% Payment and Performance Bonds	N/A	N/A

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

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ATTACHMENTS

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Attachment B: Vendor Information Form and a W-9

Attachment C: Non-Collusive Affidavit

Attachment D: Sworn Statement on Public Entity Crimes Form

Attachment E: Local Vendor Preference Certification

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Attachment G: Equal Benefits Certification Form

Attachment H: Vendor Drug-Free Workplace Certification Form

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Attachment K: Sample Insurance Certificate

Attachment L: Specimen Contract - **Contractual Services Agreement**

Attachment M: References Form

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

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

RFP # ED-18-02
"Charter School Bus and Student Tracker"

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx.NID=667 and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such requests must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, March 26, 2019. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to offer the Charter Schools a transportation and student rider management system with routing and tracking software in accordance with the terms, conditions, and specifications contained in this solicitation. The key components of said system will be: hardware onboard buses, GPS tracking, routing software, real-time notifications and monitoring, student ridership authentication, counts, real-time student rosters, reports, and software applications for drivers, City and school administrators, families, and the City's contracted Charter School transportation provider. It is anticipated that this RFP will result in a contract award to a single supplier.

1.3 BACKGROUND

The City of Pembroke Pines oversees the operation and leadership of the Pembroke Pines Charter Schools. The Pembroke Pines City Commission makes up the governing board of the Charter Schools within their jurisdiction, similarly the Superintendent of the Pembroke Pines Charter Schools is the City Manager of the City of Pembroke Pines, Mr. Charles F. Dodge. With four elementary schools, three middle schools, and one high school, the Pembroke Pines Charter System serves nearly 6,000 students and their families. It is estimated there are roughly 2,496 students eligible for charter school bus transportation services for transit to and from their home stop and their campus or school location.

The Pembroke Pines Charter System operates its programs at five campuses listed below:

- Academic Village Grades 6-12:
    - Pembroke Pines Charter High School, 17189 Sheridan Street, Pembroke Pines, FL 33331
    - Pembroke Pines Charter Middle School, 17195 Sheridan Street, Pembroke Pines, FL 33331
- West Campus Grades K-8:
    - West Elementary School, 1680 SW 184th Avenue, Pembroke Pines, FL 33029
    - West Middle School, 18501 Pembroke Road, Pembroke Pines, FL 33029
- FSU Campus Grades K-5:
    - FSU Campus, 601 SW 172nd Avenue, Pembroke Pines, FL 33029
- East Campus Grades K-5:
    - East Campus Elementary, 10801 Pembroke Road, Pembroke Pines, FL 33025
- Central Campus Grades K-8:
    - Central Campus Middle School, 12350 Sheridan Street, Pembroke Pines, FL 33026

The City of Pembroke Pines is using this RFP to complement the contracted Charter School bus transportation services already in place with a technology upgrade through a transportation and rider tracking system utilizing onboard hardware and cloud-based software applications for a diverse group of stakeholders including but not limited to: administrators, drivers, students, families, and the current contractor of charter school bus transportation services.

In regards to the ridership authentication component of the RFP, bidders are asked to provide detailed specifications of the authentication methods available with their hardware and software combinations, and to attach and clearly labeled costs associated with one method (or another, if

more than one is available). Student riders will need to authenticate when boarding and exiting a bus through some available method that identifies the rider, and determines if that rider is boarding the current bus or route. If they are not, the system should be able to provide the driver and student in question with details to provide the student safe and correct transportation to their school or to their home stop.

1.4 SCOPE OF WORK

1) **Hardware Equipment:** Prospective Contractors should provide a schedule for implementing this agreement in the event they are selected as the successful Contractor. The schedule should address:
    a. Specifications of hardware equipment
    b. Specifications for recommended installation or mounting of hardware
    c. Schedule for bus evaluation, delivery, and installation
    d. Any necessary training for hardware use and handling

2) **Software Descriptions:** Prospective Contractors should provide a schedule for providing access to software applications. The schedule should address:
    a. Descriptions of software applications, platforms, versions, and features specific to each, etc.
    b. Resources for best use of said applications provided to the necessary parties
    c. Any necessary training for software use and best practices

3) **Equipment Maintenance:** Prospective Contractor shall maintain all equipment used in the tracking of transportation and student riders solely at their cost. In coordination with the City of Pembroke Pines' current contractor for Charter School bus transportation services, the Contractor awarded this bid will perform hardware repairs, replacements, etc. In the event the City replaces their current their school bus fleet with new vehicles, the vendor shall include any additional costs that will be incurred for the transfer of their hardware & equipment to the new fleet.

4) **Equipment Description:** Prospective Contractor shall submit a description of the equipment that their firm proposes to use in carrying out the contract at the time of RFP submittal and, if the contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must include hardware classification, model numbers, and IMEI or serial numbers for differentiation, if available at the time of bid submission.

5) **Equipment Compliance:** It is understood that all equipment furnished shall comply with all statues in force, and that if any hardware equipment owned by the Contractor fails at any time to comply in whole, or in part, during the term of the contract, it shall be replaced by the Contractor without expense to the City of Pembroke Pines, and without claims for adjustment to compensation.

6) **Equipment Inventory:** If the successful Contractor does not have adequate equipment at the time of award of the contract, the Contractor shall present the City of Pembroke Pines with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing all necessary equipment will be supplied and such equipment will be available on-site for use by the Contractor for performance of the contract.

7) **Standby Inventory:** Standby hardware equipment and installation materials in a number equal to two percent (2%) of the regularly outfitted fleet, meeting the same specifications, shall be available on-site to provide extra-curricular service and to be used in the event any vehicle regularly transporting students is equipped with an inoperable hardware device.

8) **Training Program:** The Contractor shall plan and administer a training program or schedule in collaboration with the City of Pembroke Pines, Charter Schools, and the current contractor of Charter School bus transportation services. The training program must include, but is not limited to, the following:

a. Drivers and Associated Fleet Personnel

i. Hardware device use and handling, including protocol for replacement or troubleshooting
ii. Hardware device app use, included but not limited to, beginning or finalizing a route, dispatching alerts, and assisting student riders when authenticating, or dealing with unauthorized riders
iii. Provide drivers and fleet personnel with Student-specific support materials and instructions

b. Students

i. Instructions and other support material for teaching student riders how to board and exit the bus when authenticating at the device

c. Families / Parents / Legal Guardians

i. Provide accessibility or ability to subscribe to mobile app component of the transportation and rider tracking system
ii. Instructions and other support materials for how to use said app and contact information for app support
iii. Provide families with Student-specific support materials and instructions

d. School Administrators

i. Hardware device use and handling in regards to registration or enrollment of student riders
ii. Provide access to web application or portal for daily dashboard and monitoring or reporting capabilities
iii. Instructions and other support materials for how to use said app and contact information for app support

iv. Provide school administrators with Driver-specific, Student-specific, and Family-specific support materials and instructions

e. City-level Administrators

i. Hardware device use and handling in regards to registration or enrollment of student riders
ii. Provide access to web application or portal for daily dashboard and monitoring or reporting capabilities
iii. Instructions and other support materials for how to use said app and contact information for app support
iv. Provide City-level administrators with Driver-specific, Student-specific, Family-specific, and School Administrator-specific support materials and instructions

1.4.1 Routes and Schedules

1) **Passenger List:** The City of Pembroke Pines will provide to the successful Contractor a complete listing of eligible passengers along with their home addresses, grades, and school assignments. In addition, the City of Pembroke Pines shall make arrangements to update such listings for the Contractor on an as needed basis.

2) **Route Approvals**: Routes developed by the City of Pembroke Pines and/or the current contractor for Charter School bus transportation services are to be submitted to the successful Contractor of this RFP. The routes must be available electronically through the software application for drivers and for administrators at their respective software applications for monitoring and review. Routes will indicate a route number; all stop locations and estimated stop time, estimated number of passengers and their assignment per stop, if applicable, and start and end time for the route. The City of Pembroke Pines or current contractor for Charter School bus transportation services will cooperate with the Contractor to ensure electronic routes available across the software platforms conforms to approved routes being operated. Any changes or suggestions will be requested or conducted in a reasonable and timely manner.

3) **Student Bus Attendance:** Conflicts regarding eligibility of riders and stop locations will be decided by the City of Pembroke Pines or its designee (i.e. the current contractor for Charter School bus transportation services). The Contractor agrees to abide by all decisions of the City of Pembroke Pines in this area. The Contractor, through the capabilities of the onboard hardware and embedded software application, will provide and maintain, for all drivers the ability to see the names and associated stops of all students assigned to their routes. The Contractor will immediately provide the City of Pembroke Pines with such student assignments and historical logs of ridership activity when requested by the City of Pembroke Pines. The City of Pembroke Pines or designee will formulate a plan to ensure all routes loaded electronically are in fact the

approved routes. Any cost associated to maintaining the validity of the electronic records of the routes will be assumed by the City of Pembroke Pines or their designee in charge of approving and revising said routes.

4) **Routing/Tracking Software:** The central component of this contract is the capability of providing software for electronic, cloud-based routing and communication of said programmed routes to the hardware onboard the City's charter school bus fleet, as well as the capability of said hardware to provide geo-localization (GPS tracking) of its location in real-time. A routing/tracking system is necessary to plan efficiency of service and ensure timely communication. The Contractor will provide routing software to be used by the City of Pembroke Pines or its designee's purposes, and will provide a license to such data to be used across the rest of the Contractor's proposed software applications to communicate and interface between the Contractor, the City of Pembroke Pines, its designees, and the greater Pembroke Pines Charter School community. Details of the requirements are outlined in the Technical Specifications of this document.

5) **Required Records:** The Contractors transportation and rider tracking system shall maintain complete and accurate records of all trips provided, and such other reports the City of Pembroke Pines may request using the data being collected, included but not limited to: location, time, identity, alerts, inconsistencies, etc. Details of requirements are outlined in the Technical Specification section of this document.

6) **Compliance:** The Contractor and the City of Pembroke Pines agree that failure to comply with the requirements outlined in the Agreement will result in a cost reduction to be negotiated and agreed to by both parties.

7) **Compensation:** Prospective Contractor should outline their anticipated method for the financing of this service. There are two options: contracted service will be billed directly to the City and paid directly to the contractor, or contractor's payment will be based on a monthly subscription model by another serviced party such as families (i.e. parents or legal guardians) with access to a software application, such as a web- or mobile-based app. If a prospective vendor is proposing a monthly subscription-based model, their proposal should outline in detail how the fees charged to the families will cover the monthly costs of the equipment and software service used by the City Charter School System and the City's contracted Transportation Service provider. Additionally, if an opportunity exists for prospective vendors to share a portion of the revenues generated from families in the monthly subscription-based model, this information should be outlined in detail. The revenue-sharing option is a value-added feature that the city is willing to consider.

1.5 TECHNICAL SPECIFICATIONS

1.5.1 Student Data Requirements

1) The system should have the ability to manually add, delete or update student changes when interface updates from other systems are not available. (Ability to manually add a student to the system without district student I.D.)
2) The system should allow the user to protect certain student records or attributes in order not to wipe out specific manually entered students.
3) The system should store the school of residence (which may differ from school of attendance, as in Alternative Education, Special Education and Career Tech Programs).
4) The system should be able to store emergency contacts with phone numbers and a note indicating the relationship of the contact to the student (data synced from student information system).
5) The system should allow the user to enter notes in paragraph form.
6) The system should be able to store a photograph of the student.
7) The system should be able to import photographs (in batch or individually) from the student information system.
8) The system should store a Family ID code and use that code to group students into families.
9) The system should use the Family ID to allow the user to apply changes made to one student other students in the same family (where appropriate and at user discretion) without having to open each student record.
10) The system should allow the operator to attach files in standard formats to the student record. These attached files should be stored with the system and remain with the student through grade advancement.

1.5.2 Importing Student Data/Rollover Requirements

1) The system should accept ASCII downloads in fixed-field, comma delimited, or tab-delimited formats.
2) The system should provide the user the ability to preview the import prior to running to verify that it will import properly.
3) The system should process downloaded data during the import process to geocode students and assign each student to the appropriate walk/ride status, bus stop, and school (according to the established system rules).

4) The system should allow Transportation personnel to grade advance students to begin work on the next year's routes without altering the routes (or students) for the current year or creating a separate database.

5) The system should allow User-initiated grade-advance (rollover) that moves the student from grade to grade, school to school, and stop to stop (if district rules require such a changed based on the new grade level). This must be a single process, not requiring multiple iterations.

6) The system should allow the official district rollover data be imported into the data used for next year's routes without altering any current routes.

1.5.3 Geocoding

1) The system should have the ability to export student and bus stop locations for purposes of the district using other programs to graphically display this information.

2) The system should provide batch address matching capabilities and will provide a report identifying students whose address didn't match.

3) The system should automatically geocodes students, individually or in batch, based on their house number and street name.

4) The system should automatically accept standard variations, such as ST/Street, AV/Ave/Avenue, etc.

5) The system should automatically recognize simultaneously valid situations where a single street is known by more than one name (i.e. State St/Route 5), allowing either (or any listed) name to be a match for the map.

6) The system should accurately locates a student where the same address occurs more than once in the map (i.e. two addresses of 50 Main St in different communities).

7) The system should allow for manual geocoding.

1.5.3 Geographic Information System Requirements

1) The system should provide an electronic map that represents the district streets, including known subdivisions or other roads up to the time of delivery of the system. We require a map with the most accurate data for the City of Pembroke Pines and Broward County.

2) The system should allow subsequent and periodic importing of a new map from commercially standard mapping formats, such as ESRI or MapInfo.

3) System should be able to utilize Tax Parcel data or structure point data for geocoding. This means each address is assigned an exact latitude & longitude. Students should be mapped directly to the latitude / longitude, the parcels/points are not just a visual reference.

4) System should allow users to adjust an address point or tax parcel in Map Editing. Example: Users can click the address point on a house and drag the address point location to the bus stop on the satellite map. Any future geocoding should honor the new location of the address.
5) Users should be able to edit the map from any map in the system (routing map, boundary planning map, student record map, etc.)
6) The system should allow importing of subsequent and periodic changes in the boundary layer information from the commercially available formats, such as ESRI or MapInfo.
7) System should allow for manually pinning students to their assigned stop.
8) System should offer a one-click link to Google Street View, where a user can click on any map, and a browser should automatically launch to that location on Google Street view.
9) System should protect any District-initiated changes or customizations in the map while accepting the new information from an imported map.
10) Satellite views should be displayable on any map, including during the route building process.
11) Satellite views should scale automatically as the map scale is altered.
12) Displays non-transportation related features such as waterways, airport, railroads, etc.
13) The system should allow flexible definition of colors and symbology that should assist in the differentiation of various routing tactics.
14) System should support the following Requirements: Student information, Full database query capabilities, Custom Report generation, Boundary Planning Demographics analysis, and GPS real time tracking.
15) System should display icons for schools and other landmarks.

1.5.4 Student Safety Features

1) The system should automatically assign a student to a specific safe corner or safe pickup/drop-off location, as determined by the Transportation Contractor.
2) The system should automatically restrict particular corners that are deemed unsafe by the Transportation contractor so that students cannot be automatically assigned to that corner.

1.5.5 Scheduling Future Changes

1) The system should allow for future changes to a student's address and/or transportation needs to be scheduled for the date on which changes are to occur.

2) The system should allow for a future change to have a termination date as well as an initiation date.
3) The system should allow for continuous alternate scheduling, such as where one week a child would be picked up according to the mother's address on Monday, Wednesday, and Friday, but Tuesday and Thursday the father's address. The next week would be Monday, Wednesday and Friday at the father's address and Tuesday and Thursday at the mother's (frequencies at the discretion of the user/parent request).
4) The system should allow all changes in transportation pursuant to the scheduled changes will be visible on the record with the change, and show the assignments that will be used unless route changes are made in the interim.
5) The system should allow all changes to student transportation requests will automatically occur in the week containing the change date.

1.5.6 Student Filter Functions

1) The system should easily find students whose ride time exceeds an input number of minutes.
2) The system should allow the user to search for student records on any of the displayed student fields.
3) The system should allow the user to create customized filters linked with and/or clauses.
4) The system should allow the user to store commonly used filters with a name and to call up that filter by the stored name.
5) The system should easily filter students whose home location is not (or is) located on the map. Current policy allows for students that do not live within 2 to 3.5 miles from school to go to their nearest stop or a stop of their choosing. Those students should be able to be manually added to the stop of their choosing. The Transportation Service provider also has "depots" that allow any student to ride a bus from or to school. The depots should be included as stops on the routes assigned to those areas, and the students at the depots should be able to be manually added as being picked up/dropped off at those locations.
6) The system should easily filter students inside or outside of any selected boundary.
7) The system should find any student whose transportation information (such as bus stop, bus number, route/run number, or time at the bus stop) has changed since the last time notifications were printed.

1.5.7 Routing Functions

1) The system should allow the user to see all students on a route on the map at the same time, not just one stop at a time.

2) When looking at a route, the system should give a clear visual indicator of which students are assigned to which stop etc. This must not be 'behind the scenes'.

3) The system should clearly display students as icons on the GIS map so that the user can clearly see which side of the street the student point is located on.

4) The system should automatically indicate the number of students at any stop, with a system indication of those waiting to be picked up as well as those that might already be picked up on any given bus route.

5) The system should automatically update student information (bus stop/ride time, etc.) when they are included on a route.

6) The system should allow examination of the route at any point, displaying the students liable to be on board at that point, along with critical demographic information (name, birth date, phone number). Also run the same report for students yet to board the bus.

7) The system should automatically generate a driving path between bus stops as they are created. The user should have the option to have the software calculate the shortest distance path using street length or shortest drive time using street speeds.

8) The system should visually display the side of the street from which a student has approached the bus stop in order to make manual route decisions to minimize students who must cross the street to get to their stop.

9) The system should appropriately assign students to bus stops that are visually indicated as right-side stops.

10) The system should not pick up a student at a restricted stop unless the user intentionally overrides the rule (and subsequent to a warning of the exception to the rule).

11) The system should allow students for different schools to be on the same bus at the same time, tracking their arrival times at the appropriate schools.

1.5.8 Data Manipulation and Reporting

1) The system should have an initial 'reminder' screen that brings key information to the user's attention immediately upon starting the program. Example: Show students that need to be routed, etc.

2) The system should enable users to view and manipulate information in spreadsheet-like data grids. (Students, schools, routes, stops, alternate sites, students, field trips, staff, etc.) This must be part of the software, not an external reporting procedure.

3) The system should allow the user the ability to view different layouts of information, defined by the user. Columns of data can be shown or hidden at any time. Example: User can pull up a list showing student ID, name, address, street name, AM bus, and PM bus. With 3 clicks, user could add a 'phone number' column to the data view.

4) The system should allow users ability to click on a header and sort data, or sub sort based on secondary fields.

5) The system should allow users to define & save data layout views. Example: an AM Dispatch layout the shows all students with AM routing information, a PM dispatch layout that shows different fields, an overview layout that shows other fields, etc.

6) The system should allow the user when viewing a list of students/staff/routes/etc., the ability to simply highlight a record (or several) and omit them from the list.

7) The system should allow the user must be able to immediately save the data grid to an excel file.

8) The system should allow the user when viewing a list of student's /staff/routes/etc. The ability to select any record(s) and take various actions, including: Map the record, run a report on the record, Edit the record, etc.

9) The system should allow for Analytics – Transportation Metrics - This feature allows transportation personnel to analyze their operations especially during peak time usage, i.e., when most of their buses are on the road. For example, by determining the time of day, a district may find it can consolidate routes and save on both fuel and personnel costs.

10) The system should allow for Analytics - With Analytics, users also may choose to test "what if" scenarios if modifications were made to selected district policies or routes. This analysis will help determine which scenario will yield the most optimal results. For example, by increasing the walk-to-stop distance policy, a district may be able to reduce the number of stops required and the associated fuel costs.

11) The system should allow user the ability to create reports/letters in the system, by building templates that pull data fields into specific locations, similar to mail merge functionality in a Word Processor.

12) The system should come with a library of pre-defined reports for students, staff, routes, schools, field trips, etc.

13) The proposal should offer unlimited custom reports at no additional charge. Examples include district specific parent letters, stop lists, route sheets, cost comparison reports, etc.

1.5.9 Transportation Specific Reporting

1) The system should be able to print stop lists with or without student names (at user discretion).

2) The system's reports for drivers should include the distance from one stop to the next, or from each turning movement to the next.

3) The system should be able to report all stop lists and/or driver directions immediately following any route change.
4) The system should allow changes to the map that might add points to a street and will not require all directions to be reprinted for routes traversing that street.
5) The system should be able to indicate the pick up or drop off location for the route.
6) The system should allow district-selected student data to be printed with each student.
7) The system should allow the student photograph to print with the student's name, by stop.
8) The system should be able to indication whether a student must cross the street to arrive at their bus stop (listed with each student).
9) The system should allow the user to edit and save the templates to create custom Driver Directions/Stop lists, including the ability to change fonts, sizes, and locations of certain types of information.
10) The system should automatically print notifications for the driver to indicate railroad crossings or other road-based hazards.
11) The system should be able to print route sheets singly, or in user-selected batches.

1.5.10 Planning, Simulation and Optimization

1) The system should have a boundary planning component allowing for editing boundaries, enabling users to track student data and student populations.

1.5.11 Intranet System

1) The system should offer an optional browser-based *Intra*net system designed to give school personnel access to transportation related information, reports and schedules.
2) The intranet system should allow for unlimited users, with a role based security to ensure users have access only to the appropriate information.
3) The intranet browser-based system should enable school personnel to request field trip busing services, and manage the approval process with automated email-notifications.
4) The intranet browser-based system should have a map display feature that displays the location of a student's home relative to the student's am and pm stops.
5) The intranet browser-based system should have a map display feature that displays the entire bus run/trip including the locations of all assigned student's, bus stops and driving paths.
6) The intranet browser-based system should offer a smart-phone application that can be used on an Android device, iPhone or iPad. This App should provide data views, including mapping, student data, route data and attendance tracking capabilities.

1.5.12 Internet System

1) The internet system should offer a service that enables parents to obtain information regarding school bus and school assignments via the Internet or mobile application.
2) The user interface of the internet system that is viewable to parents should encourage them to request any information about bus locations, times, schedules, or any other matters electronically, to lessen the number of phone calls that would be directed to the Transportation Service provider's office.
3) The internet system or service should provide interactive GIS mapping functionality in addition to text information.
4) The internet system or service should provide functionality to allow the district to send email notifications to parents.

1.5.13 GPS (Global Positioning System) Integration, Fleet Maintenance, Pre-Trip, Student Tracking

1) The system should offer a GPS Integration functionality with a GPS System.
2) The system should allow for GPS Integration functionality which enables users to view GPS data from a compatible GPS product on the primary routing system's GIS map.
3) The system should allow the user to bring up past GPS data from the previous six months.
4) The system should allow for a GPS integration system that compares live GPS data with planned route data and have the option of alerting specific district personnel of any deviations in the planned path, speed, stop location and stop time. Alerts from the system should be via text or email messages.
5) The system should allow for GPS Integration functionality capable of creating a complete bus route, including stop locations, times, driving path, utilizing the GPS data.
6) The system should be able to download collected data via cellular communication and be available on a secure web-based application.
7) The GPS system should provide a platform for customizable and configurable alerts that should have escalating capabilities with alerts including but not limited to; activity alert, battery low voltage alert, GPS Zone alert, idle alert, posted speed alert, and maximum speed alert.
8) The system should have customer service staff available via toll-free number and email during the same days/times/business hours of the City's Charter School System staff and the Transportation Service provider's office staff.
9) The Provider's system should have online help materials, including training videos, user manuals, and product manuals.

10) The Provider's system subscription agreement must include: unlimited user/site access, and map updates, software and firmware updates, and customer support.

11) The system (GPS) should provide an intelligent logging algorithm with high definition data and minimize cellular data communication overhead. Data must be collected based on a combination of time and event logging.

12) The system should include an unlimited data plan, with no extra fees for overage or roaming in North America.

13) The system proposal should have On-site and On-line Training offered by the provider.

14) The proposal should include a dedicated Project Manager assigned to oversee system implementation including Order Fulfillment, Shipping, Installation and Training.

15) The proposal should support two day shipping for new or replacement parts from anywhere in North America.

16) The system's GPS program should capture data in four dimensions - latitude, longitude, time and heading.

17) The system's GPS program should be able to track vehicles even when the vehicle is out of communication range. The system should record and save the information, and backfill when the vehicle is back within range.

18) The system should be able to monitor low battery voltage when engine is off.

19) The system should be able to key-off current draw on battery when vehicle ignition is off and should not exceed 1 milliamp.

20) The system, as an option should have the capability to integrate with the OBDII through the GPS hardware.

21) The system's device should have capability to calculate fuel use within geo-fence or state or province.

22) The system should include web-based application with web access uptime of more than 99.9%.

23) The system should allow for an unlimited number of discrete user profiles, and support a minimum of 100 concurrent system users, at no extra cost.

24) The system should allow for users to find the closest 5 or 10 assets to a vehicle, in case of emergency.

25) The system should provide for a customizable dashboard with a "favorites" section for reports used most often.

26) The system should be capable of reverse geocoding.

27) The system should store data with no additional fee for up to two (2) years.

28) The system should export in .xls, .pdf, .csv, .shp, and .kml (compatible with Google Earth).

29) The system should back up data on a daily basis.

30) The system should include a report and alert for asset use during unauthorized time periods.

31) The system should calculate the emissions produced during periods of excessive idling.

32) The system should calculate the cost of allowable idle, excessive idle, and total idle time.

33) The system should provide alerts delivered via pop-up window, email or text message.

34) The system should provide the ability to create geo-fences in a line, circle or multi-sided polygon (not just a rectangle or square).

35) The system should support data queries using geo-fences. Historical data on-file is queried via user-definable parameters, using geo-fences that can be created at any time and used to query historical data.

36) The system should allow for mass upload of drivers or geo-fences via .csv upload.

37) The system's software upgrades must be seamless to the end user.

38) The system should provide that incident notifications and scheduled reports be automatically generated and emailed.

39) The system's reports and alerts should enable easy access to real-time information including, but not limited to: 1) Actual arrival/departure times and parking locations, 2) Excessive idling, 3) Adherence to route schedules and stops, 4) Adherence to posted speed limits, 5) Adherence to proper railroad crossing procedures, 6) Adherence to proper use of amber warning lights and flashing red stop lights, 7) Harsh braking incidents, 8) Unusual acceleration incidents.

40) The system's standard reports should provide daily, weekly, and monthly cumulative statistics and historical data.

41) The system should have the ability to link the driver/operator to a specific GPS incident (i.e. Excessive Idle).

42) The system should include a GPS program that is integrated with a verified RFID electronic vehicle inspection system. System should verify that drivers/operators are physically present at required inspection point locations in and on vehicle.

43) The system should include an Electronic Inspection System capable of verifying visual Pre-Trip, Post-Trip and PM inspections by requiring vehicle operators to scan a Radio Frequency Identification (RFID) tag with a handheld RFID scanner that must be held in close proximity (no more than 2 inches/5 cm) of the tag, requiring the vehicle

operator to be in the area of the vehicle where components are located that must be inspected prior to use.

44) The system should provide alerts for missed inspections.

45) The system's integrated inspection and GPS program should display all information in the same web application.

46) In addition to inspection location, the GPS program should also provide reporting which details asset activity, activity auditing, location, mileage and/or hours, path reporting, idle monitoring, door event, on-off event, stop time reporting, and speed verification.

47) Idle monitoring and reporting should be based on true idle (engine running) and not allow for the possibility of false idle reporting due to key in on position.

48) All system events should be date/time stamped.

49) All inspection and GPS data collected should be able to be downloaded via cellular communication and be available on a secure web-based application that can be accessed from any computer without the use of preloaded software.

50) The system should be able to provide up to eleven Radio Frequency Identification (RFID) tags capable of being programmed to display the selected vehicle inspection criteria identified by administration.

51) The system should allow for inspection RFID tags to be placed in and around the vehicle in up to eleven (11) locations, not including extended tags.

52) The associated GPS program should identify the location where specified inspections were executed.

53) This system should store the history of the inspections and GPS history of the vehicle activity for up to one full year, and have web-based reporting capability.

54) The inspection device should be protected under warranty of at least one (1) year.

55) The system should be able to track up to five (5) I/Os, and should transmit at minimum the type, latitude /longitude, and time of each I/O event.

56) The system's web-based software should map points or path of I/O activation.

57) The system should include a GPS-GSM system that can be integrated with an RFID web-based solution for student tracking.

58) The RFID Reader should be equipped with a low-power sleep mode.

59) The system should provide a time and date stamp for students boarding and leaving a vehicle.

60) Upon implementation, the system should not impede normal bus loading and unloading processes.

61) The student tracking system should have an RFID card read range of 0-2 inches/0-5 cm.

62) The card reader should provide an audible beep and an indicator light to confirm card reading.

63) Each time the card is swiped, the time, date and location should be logged and transmitted to a secure database.

64) The student tracking system should include option for parent portal that shows the bus number, time, and location of card scans.

65) Information associated with student cards must be securely stored and accessible only via username and password.

66) Alerts for parents must be available via email, text message, or via mobile app.

67) The system should support Zonar-approved Android apps.

68) The proposal must provide ruggedized tablet or other driver interface device with IP54 rating for protection against water and dust, 1 meter drop survival and passing DTNA vibration test.

69) The device's operating temperature range should be at least -20° C to 60° C docked, and -10° C to 60° C undocked.

70) The device's storage temperature range should be -40° C to 85° C.

1.5.13 Tablet or Driver User-Interface Device

1) Device should have integrated flashlight for general use, and for inclement weather safety inspections.

2) Device should have integrated camera, and should be able to include photos with inspections.

3) Icons for other applications (messaging, etc.) should remain visible while navigation is up.

4) Messaging should allow embedded links for simple pickup/delivery navigation.

5) Integrated carrying strap should remain in place while device is docked.

6) Device kit should include hard wired docking and charging cradle.

7) Device should include, at a minimum, a web browser, on-device help, a calculator, a clock and photo capture.

8) Navigation program should include points of interest, and customizable points of interest.

9) Navigation program should include vehicle size, hazmat routing, and includes lane guidance.

10) Device hardware should include rechargeable Li-ion battery with 3 hours of undocked operation time.

11) Device should automatically go to dark screen while vehicle is in motion.

12) Device applications should include option for in-vehicle driver feedback, including hard braking, rapid acceleration and lane changing.

1.5.14 Implementation Services for Routing Software

1) The selected provider must provide the district with a dedicated Project Manager, and an assigned trainer. The district should be able to work with those two individuals for the vast majority of the implementation, and not have to call a different person every time there is a question.

2) The selected provider should offer implementation services with an individual experienced in creating routes that can enter routes from paper route sheets.

3) The selected provider should offer routing services with an individual experienced in creating routes who can build efficient routes using district policies and proficient routing techniques.

4) The selected provider will be responsible to enter district boundaries.

5) The selected provider will be responsible to enter district walk-to-stop distances.

6) The selected provider must produce maps with the indicated data for district review prior to training.

7) The selected provider must be able to create a customized student database, taking into account district needs, and import all students.

8) The selected provider must be able to conduct an initial address match of student information against the map file and correct errors not requiring district knowledge.

9) The selected provider will be required to correct student geocoding issues that do not require district knowledge.

10) The selected provider will be required to create bus stop zones for all bus stops.

1.5.15 Training for Routing Software

1) The selected provider will be responsible to train district staff on their own live and operational data.

2) The selected provider must supply a brief description of the training plan, onsite and offsite etc.

3) The selected provider must have a system in place for future additional onsite or online training, as might be needed.

1.5.16 Implementation Services for Routing Software

1) The proposed system must be able to accept the number of licensed users to fully support the needs of the City, the Charter School System and the city's contracted transportation provider.
2) The proposed system should be able to accommodate the maximum number of sites that will have access to the student bus list, schedules, student's transportation schedules, etc. List any restrictions on the number of users.
3) The selected provider must be able to provide a perpetual license for the software received. Declining annual fees will not alter the legal use of the software received.

1.5.17 Licensing

1) The selected provider should be actively working to improve their current offering, with substantial improvements in periodic releases. If the selected provider cannot support any product due to inside or outside software, there will be no charge for that product.
2) Any improvements to software purchased subsequent to this RFP shall be provided the district, as long as the district maintains the selected provider's annual fee requirements.
3) The provider must produce the previous five (5) years functional upgrade release schedule for each separate program included in their proposal. This should include a brief indication of any new functionality added to the system.
4) The selected provider must produce a list of minimum and recommended hardware configurations.

1.5.18 Security

1) The proposed system's access rights should be defined by user groups, with each member of the group inheriting the group rights.
2) The proposed system should provide that each user is assigned a separate password and have the ability to change that password.
3) The proposed system's security shall use the same user/user group concepts, with the rights assignable as appropriate for the specific software.
4) The proposed system must support Active Directory.
5) The proposed system must provide a fine grain of control over functional elements of the system so that users may be allowed "view," "edit" and/or "print" abilities.
6) The system should allow for function level security levels on various functions on the map. This includes the ability for some to view the map and to edit only certain features and while others to have full access.

7) The system should provide student records be automatically stamped with the user name and time of change.

8) The system should provide route records be automatically stamped with the user name and time of change.

9) The system should allow the district to assign any combination of read/write/delete access by group policy to components of the system to administer appropriate security for a variety of roles including, but not limited to, transportation, district departments, and parents.

10) The system should allow the user to mark certain student records as "confidential," and to print such instructions on driver sheets.

11) The system's browser-based applications should provide for the use of Secure Sockets Layer (SSL) encryption, or better.

1.5.19 General Maintenance

1) The system must use Microsoft SQL Server or an equally reliable software (such as Oracle) as the system database.

2) The system's database should allow the Charter School District to connect to the database with third party software, if desired.

3) The system should provide the student data be stored in a single database. Spreading the district's enrollment over multiple databases or database instances does not meet the student enrollment criteria for this qualification. The district desires to manage all students in a single database instance.

4) The system should provide that no other database server or database software is required for the normal functioning of the system.

5) The system should be self-maintaining. No periodic maintenance functions should be required to update maps, routes or student information when any of those elements are changed.

6) The system should not require users to exit the system to process any changes to students, routes, maps or boundaries. Please indicate any/all functions that require that only a single user be logged in while that function is running.

7) The system should be scalable to accommodate both current and future populations without requiring a different version, program, or expense for adding additional students and/or routes.

8) Although the City recognizes the value of vendor support, it desires to be capable of all important functions of the software without vendor intervention. If there are any processes that require vendor assistance, please indicate those functions.

9) The system's audit trail should track the user name, machine, date and item changed.

10) The system should automatically archive relevant transportation information nightly.

11) The system should provide timely, no-charge, unlimited, telephone support (renewable annually).

12) Please provide an indication of the response times that we can expect.

13) The system should provide secure, no-charge, Internet connections for remote viewing or control of the district's computers.

14) The proposal should provide extended support hours during the weeks before and after school startup.

1.5.20 Reports

1) The system should enable the Charter School System administration and the Transportation Service provider to easily create ad-hoc reports as necessary.

2) The system should provide a report of student bus riding time that exceeds the maximum ride time established by District policies.

3) The system should have the ability to track changes and provide a report that affects a student's transportation based on the following: Route changes that affect bus stops, stop times, and student changes that require bus service to a stop.

4) The system should have the ability to provide a report of students that have been deleted from the system with the bus service stops affected.

5) The system should have the ability to provide a report of students that have changed request for bus service with the service stops affected.

6) The system should have the ability to generate change notifications to parents.

7) The system should have the ability to generate reports based on schools services by bus routes.

8) The system should have the ability to provide reports that can be electronically exchanged on a variety of platforms.

9) The system should have the ability to provide reports that can be printed on a variety of paper sizes based on selected scale preference, and include the appropriate level of annotation and street detail.

10) The system should have the ability to provide reports that allow the use of colors and symbols to be modified at user discretion.

11) The system should have the ability to generate route sheets that contain all segments within a driver's daily route assignment.

12) The system should provide the option of printing route sheets with student information at each stop that include other fields from student records at user discretion.

13) The system should provide the option of printing reports based on student's school of attendance and provide the option to select other field definition from within the student record at user discretion.

14) The system should be capable of producing a report of available stop locations to provide to schools and other interested parties with stops and with or without student assigned information.

15) The system should have the ability to determine and print a report of total miles traveled by all buses on a given day.

16) The system should allow users the ability to create and print reports and permit the user to change any layout on these reports.

17) The system should have the ability to identify or flag maintenance on system or routing service and provide a report based on the following: Unmatched Student addresses, Non routed students, student at stop no bus, students with no stop and no bus, student with special service requirements, Identify new students, Identify student address changes, Identify students who have been removed from buses, Identify students who have been deleted from the system, Non routed students, Routes over certain length of time.

1.5.21 Workstation and Browser Requirements

1) The proposed system should support Windows 7, 64-bit, Service Pack 1 or higher (Windows 10) for all components.

2) The proposed system should support Google Chrome, Version 71.x (64-bit) or higher.

3) The proposed system should support Microsoft Edge.

4) The proposed system should support Firefox Version 62.x or higher (64-bit).

5) The proposed system should support Internet Explorer 11.x.

6) The proposed system should support DNS (IP) printing (if client application).

1.5.22 System Technical Specifications

1) If the proposed system requires an onsite server(s), then the network operating system should be Windows Server 2012 R2 (Standard) or higher with the latest updates.

2) The proposal should list the servicers and the function of each (examples: database, reports, web application, etc.) recommended for implementing a Charter School district of 2,496 students.

3) The proposal should provide a minimum and recommended server hardware specifications for each server required.

4) The proposal should include processor, RAM, hard drive size, NIC configuration (e.g., quantity for redundancy/load balancing) and RAID technology used for disk subsystem.
5) The proposal should describe the backup and recovery strategy provided, and list any additional third-party tools required.
6) The system should support VMWare. Please indicate: version and the server requirements for this environment.

1.5.23 Database

1) The proposal should indicate if the database is centralized.
2) The proposal should indicate if the system is ODBC compliant.
3) The proposal should indicate if the system utilizes a SQL database, and if so should indicate the version. If other, indicate the type.
4) The proposal should indicate if the database structure supports fiber channel SAN storage.
5) The proposal should indicate if the organization's support policy will allow for open bi-directional read and write capability to the database tables.
6) The provider should be able to demonstrate they have 3 or more reference school districts similar in size which have been using the Microsoft SQL- Server version of the proposed routing software for 5 or more years.

1.5.24 Web

1) The system should use IIS web server software, version 7.5 or higher. If not, the proposal should indicate the server software and the version.
2) The system should be able to be accessed remotely by external clients through a web server located in a DMZ.
3) The proposal should allow for the installation of a third-party SSL certificate purchased and maintained by the district.

1.5.25 Workstations

1) The proposal should indicate if the system works in and is supported by, Windows 7 64-bit, Service Pack 1 or higher (Windows 10).
2) The proposal should indicate the minimum and recommended Windows workstation hardware specifications, including processor, RAM, hard disk size, & NIC monitor resolution.

3) The proposal should indicate what the average time is, after a major operating system or browser release is certified and supported. Describe your testing and release process.

4) The proposal should indicate if there are any specific server/client requirements at the workstation level. If so, list those requirements.

1.5.26 Browsers

1) The proposal should indicate if the system is Firefox, Version 62.x (64-bit Windows) tested and supported by you and your database provider (e.g. SQL, Oracle, other). List all versions you tested and supported.

2) The proposal should indicate if the system is Internet Explorer 11 (64-bit Windows) tested and supported by you and your database provider (e.g. SQL, Oracle, other). List all versions you tested and supported.

3) The proposal should indicate if the system is Google Chrome, Version 71.x (64-bit Windows) tested and supported by you and your database provider (e.g. SQL, Oracle, other). List all versions you tested and supported.

4) The proposal should indicate if the system requires a java plug-in. If so, what version is required for Windows 7, Service Pack 1 or higher (Windows 10).

5) The proposal should indicate if the system requires any additional plug-ins or third party applications needed (Adobe Flash Player, etc.). If so, list application, plug-in and version, by platform (Windows 7, Service Pack 1 or higher (Windows 10)).

6) The proposal should indicate if the system requires any specific configuration changes required at the workstation level. If so, list those changes.

1.5.27 Printing

1) The proposal should indicate if the system supports DNS printing.

2) The proposal should indicate if the system's implementation require a print server hardware or software. If so, list the required items.

3) The proposal should indicate if the system supports Adobe 11.X or higher for Windows.

4) The proposal should provide the minimum and recommended printer hardware specifications.

5) The proposal should indicate if the system requires any applications for printing.

1.5.28 Application Development

1) The proposal should indicate if any of the system's components do not support a web browser interface. If so, please delineate the function of each of these components.

2) The proposal should indicate if the application was initially designed and developed as a web-based solution.

3) The proposal should indicate if any of the application's components have been converted from a client-server or other legacy platform to support a web-based interface. If so, please identify these components.

4) The proposal should indicate if the application is supported on mobile devices. If yes, which mobile OS.

5) A critical component of this system is the ability for parents to interface with the student tracking system using a mobile application. Describe your application's parental user interface in detail, and provide screenshots.

1.5.29 Security, Authentication and User Account Structure

1) The proposal should indicate if the SSL certificate resides on the web server. If not, indicate where it resides.

2) The proposal should indicate if the system includes tools for traffic analysis and reporting that indicate current users and usage frequency by modules used.

3) The proposal should indicate if the system provides rollback capability for transactions that fail to complete successfully.

4) The proposal should indicate if the system provides allows the roll back to the pre-transaction state, without interfering with or impact the performance of other system users.

5) The proposal should indicate if the application is LDAP compatible and able to authenticate users through the district active directory domain.

6) The proposal should indicate if the application provides varied access levels based on district-defined criteria, e.g. teachers would have a different access level than principals or assistant principals, admin (central staff) etc.

1.5.30 Looking to the Future

1) The proposal should include a statement regarding the organization's future plans / approach for continued innovation and improvement for the system.

1.6 PROPOSAL REQUIREMENTS

The following documents will need to be completed, scanned and submitted through www.bidsync.com as part of the bidder's submittal. The proposer interested in responding to this solicitation must provide the information requested below. Submittals that do not respond completely to all requirements specified herein may be considered non-responsive and eliminated from the process.

All proposals shall address and be tabbed/indexed as outlined below:

Title Page:

List the following:

Subject: **RFP # ED-18-02 "Charter School Bus and Student Tracker"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
   i. Note: This contact person shall also be listed on Attachment A: Contact Information Form
4. Telephone Number
5. Email Address

Tab 1 - Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Tab 2 - Letter of Interest:

Limit to two (2) pages.

1. Attach a letter of interest that explains your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm including:
   a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
   b. Summary of abilities and experience of the firms' professional personnel (More detail to be provided in **Tab 3 - Experience and Ability**)
   c. Summary of past performance of the firm on similar projects (More detail to be provided in **Tab 4 – Relevant Past Projects**)
   d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.

Tab 3 - Experience and Ability (25 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the in-house staff and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

1. Describe the specialized experience and technical competence of the firm or persons with respect to working on K-12 school bus and student tracking projects similar to the system that is being called for in this RFP. Please include the capability of carrying out all aspects of system design, implementation, training, hardware installation, software installation, and system upgrades.
2. A minimum of five (5) years of experience designing and implementing similar customized systems for K-12 school districts. Please provide proof of such experience.
3. The firm or persons must provide information on their proximity to and familiarity with the area in which the project is located.
4. Please describe the past record of performance of the firm or persons assigned to this project with respect to ability to meet deadlines for implementation and start up, accessibility to clients, communication, and coordination skills.
5. Identify the contact person and supervisory personnel who will work on the project, including the relative experience of all professionals proposed for use on the team in the planning, design and administration of the project.
6. Provide resume(s) of the key persons and the on-site staff to be assigned to the project with emphasis on their experience with similar work.
7. Resumes should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
8. Explain the ability and experience of the field staff with specific attention to project related experience.

Tab 4 - Relevant Past Projects (25 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). Relevant past projects should be from the last five (5) years, and past customer contact persons should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications. Details should include the following:

1. Attachment M: References Form

2. List of ongoing contracts/projects with their current status and projected termination dates

Tab 5 - Firm's Understanding and Approach to the Work (25 points):

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Provide a narrative statement demonstrating an understanding of the overall intent of this RFP, as well as the methods used to complete assigned tasks.
2. Please clearly describe all aspects of the project proposed.
3. Include details of your approach and work plans.
4. Identify any issues or concerns of significance that may be appropriate.
5. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

Tab 6 – Project Cost (15 points):

1. Attachment A: Contact Information Form
   a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
   b. Please note vendors should be registered on BidSync 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.
   c. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.
   d. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.
   e. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.
2. Along with the fee for services stated in Attachment A, vendors should provide:
   a. A copy of the firm's current billing rate schedule.
   b. A list of assumptions (i.e. number of meetings with staff, commission, etc.) that are included in the proposed cost along with a list of any additional costs that are not included in the proposal.
3. The details of deliverables, project timetable and specific payment schedule will be determined during final contract negotiations and will be based upon the consultant

proposal and the completion of identified tasks, including staff review and consultant revisions.

Tab 7 – Revenue Sharing Option (5 points)

In addition to the Proposal costs set forth in Attachment A, if your firm is willing to propose a revenue-sharing subscription based model with the City to cover the cost for your system (wherein the families are charged a monthly fee per student, and the revenue from that fee is used to cover your cost) please provide a detailed breakdown of the projected revenue generated by this subscription based model, the proposed percentage split between your firm and the City, and the frequency that the split revenue would be payable to the City (monthly, quarterly, bi-annually). Below is an example **for reference purposes only**:

Price per bus for hardware & software = $20.00 per month
Quantity of buses = 50
Fee per student = $2.00

50 buses x $20.00 per bus = $1000.00 Monthly System Cost

	1000 Students	**1500 Students**	**2000 Students**
Total Revenue (# of students x fee per student)	$2000.00	$3000.00	$4000.00
System Cost	$1000.00	$1000.00	$1000.00
Excess Revenue (Total Revenue – System cost)	$1000.00	$2000.00	$3000.00
Firm Share (60%)	$600.00	$1200.00	$1800.00
City Share (40%)	$400.00	$800.00	$1200.00

Tab 8 – Other Completed Documents (5 points for Vendor Preference - Local/VOSB):

1. Attachment B: Vendor Information Form and a W-9
    a. In addition to the Vendor Information Form, please ensure that you provide the completed W-9 (Rev. October 2018), as previously dated versions of this form will delay the processing of any payments to the awarded vendor.
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
    a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines
    b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.

c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

5. Attachment F: Veteran Owned Small Business Preference Certification
   a. 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).
   b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Vendor Drug-Free Workplace Certification Form
8. Attachment I: Vendor Certification Regarding Scrutinized Companies List
9. Attachment J: Proposer's Completed Qualification Statement

Tab 9 - Business Structure, Licenses and Professional Registration Certificates:

1. Copies of city, county, and state professional licenses and business tax receipts.
2. Business tax receipts.

   Note – If claiming Local Vendor Preference, the business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides along with 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.

Tab 10 - Additional Information:

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.

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

Criteria	Points
Experience and Ability	25 points
Relevant Past Projects	25 points
Firm's Understanding and Approach to the Work	25 points
Project Cost	15 points
Revenue Sharing Option	5 points
Local Vendor Preference/ Veteran Owned Small Business Preference*	5 points
Total Points	**100 points**

**Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation point shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.*

Veteran Owned Small Business (VOSB) is also used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

All other vendors shall receive zero (0) points.

C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.

1.7.1 SCORING FOR COST AND REVENUE SHARING OPTION CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** and **Revenue Sharing Option** criteria.

For **Project Cost**:
The dollar amount of the **Lowest Cost Proposal** will be divided by **Firm "X" Cost Proposal (*all other cost proposals that are not the lowest*),** and then multiplied times the **Maximum Available Points for the Pricing Criteria**, which will result in **Firm "X" Weighted Cost Score**.

Example:

Firm "A" cost proposal is $10,000 and is the lowest cost proposal
Firm "B" cost proposal is $15,000
Firm "C" cost proposal is $20,000

Maximum Points Available for the "Project Cost" criteria: 15

Calculation:
Firm "A": Lowest price and receives 15 points
Firm "B": $10,000 ÷ $15,000 x 15 points = 10 points
Firm "C": $10,000 ÷ $20,000 x 15 points = 7.5 points

For **Revenue Sharing Option**:
The **highest percentage amount** given to the City will be given 5 points. All other percentages will be divided by the highest percentage amount, and then multiplied times the **Maximum Available Points for the Pricing Criteria**, which will result in **Firm "X" Weighted Revenue Sharing Score**.

Example:

Firm "A" percentage to the City is 50% and is the highest
Firm "B" percentage to the City is 30%
Firm "C" percentage to the City is 10%

Maximum Points Available for the "Revenue Sharing Option" criteria: 5

Calculation:
Firm "A": Highest percentage and receives 5 points
Firm "B": 30% ÷ 50% x 5 points = 3 points
Firm "C": 10% ÷ 50% x 5 points = 1 point

1.8 TERM AND RENEWAL

Contract term shall be three (3) years, renewable for two (2) additional three (3) year periods. The pricing and percentage of revenue share (if applicable) shall be as proposed herein, for the initial term of the contract.

1.9 TENTATIVE SCHEDULE OF EVENTS

Event	**Time &/or Date**
Issuance of Solicitation (Posting Date)	**February 12, 2019**
Question Due Date	**March 12, 2019**
Anticipated Date of Issuance for the Addenda with Questions and Answers	**March 18, 2019**
Proposals will be accepted until	**2:00 p.m. on March 26, 2019**
Proposals will be opened at	**2:30 p.m. on March 26, 2019**

Evaluation of Proposals by Staff or Evaluation Committee	**TBD**
Recommendation of Contractor to City Commission award	**TBD**
Issuance of Notice to Proceed	**TBD**
Project Commencement	**TBD**

1.10 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com **on or before 2:00 p.m. on March 26, 2019.**

Please note vendors should be registered on BidSync 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.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

SECTION 2 - INSURANCE REQUIREMENTS

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 attorney's 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.

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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

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.

Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

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, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) 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 not 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.

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.

2.1 REQUIRED INSURANCE

A. COMMERCIAL GENERAL LIABILITY INSURANCE including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another

assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000 **(mostly for construction or equipment sold to the CITY)**

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract. (Increase to 10 years for construction projects) (For construction projects also include: Designated Construction Project(s) General Aggregate Limit)

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

B. **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 his 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:

1. Workers' Compensation : Coverage A – Statutory
2. 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.

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.

C. **AUTO LIABILITY INSURANCE** covering all owned, leased, hired, non-owned and employee non-owned 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:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. 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 ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

D. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE,** when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. (Increase to 10 years for construction projects)

E. **ENVIRONMENTAL/POLLUTION LIABILITY** shall be required with a limit of no less than $1,000,000 per wrongful act whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: Contractor's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

F. **CYBER LIABILITY including Network Security and Privacy Liability** when applicable, 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. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.** Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

G. **CRIME COVERAGE** when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.

H. **BUILDER'S RISK INSURANCE** shall be "All Risk" for one hundred percent (100%) of the completed value of the project with a deductible of not more than five percent (5%) for Named Windstorm and *$20,000* per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR'S Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR'S coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR'S Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY'S Builder's Risk

Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

I. **SEXUAL ABUSE** may not be excluded from any policy for Agreements involving any interaction with minors or seniors.

2.2 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability polices required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTOR'S policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. 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.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any 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 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.

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 Contract.

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 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.

3.2 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.

3.3 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). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 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 be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync 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 they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

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

3.5 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.

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

3.6 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 bidders information only and will be used for tabulation and presentation of bid.

3.7 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, Bidders 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.

3.8 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.

3.9 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 bidders expense.

3.10 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.

3.11 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.

Bidder 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 bidder.

3.12 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.

3.13 TAX EXEMPT STATUS

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

3.14 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.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder 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.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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."

The Public Entity Crime Affidavit Form, attached to 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 Bidder for any goods, services or materials furnished.

3.17 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.

3.18 FACILITIES

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

3.19 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.

3.20 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 bidder 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 bidder 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.

3.21 MANUFACTURER'S CERTIFICATION

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

3.22 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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 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 p.m. at the office of the City Clerk, 10100 Pines Boulevard, Pembroke Pines, FL.

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, bidders 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.

3.24 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 bidder, 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 bidder from bid list(s).

3.25 BID PROTEST

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

3.26 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.

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.

3.27 DEFAULT PROVISION

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder 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 Bidder 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 Bidder to meet any terms of this agreement, the City will notify the Bidder 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

Bidder 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 Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder 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.

3.28 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.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

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

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **"ED-18-02"** titled **"Charter School Bus and Student Tracker"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.6 "Proposal Requirements" of the bid package?

Title Page	Yes ☐
Tab 1 - Table of Contents	Yes ☐
Tab 2 - Letter of Interest	Yes ☐
Tab 3 - Experience and Ability	Yes ☐

Tab 4 – Relevant Past Projects	Yes ☐
1. Attachment M - References Form	Yes ☐
2. List of ongoing contracts/projects	Yes ☐
Tab 5 – Firm's Understanding and Approach to the Work	Yes ☐
Tab 6 - Project Cost	Yes ☐
1. Attachment A -Contact Information Form	Yes ☐
Tab 7 – Revenue Sharing Option	Yes ☐
Tab 8 – Other Completed Documents	Yes ☐
1. Attachment B - Vendor Information Form	Yes ☐
W-9 (Rev. October 2018)	Yes ☐
2. Attachment C - Non-Collusive Affidavit	Yes ☐
3. Attachment D - Sworn Statement on Public Entity Crimes Form	Yes ☐
4. Attachment E - Local Vendor Preference Certification	Yes ☐
5. Attachment F - Veteran Owned Small Business Preference Certification	Yes ☐
6. Attachment G - Equal Benefits Certification Form	Yes ☐
7. Attachment H - Vendor Drug-Free Workplace Certification Form	Yes ☐
8. Attachment I - Vendor Certification Regarding Scrutinized Companies List	Yes ☐
9. Attachment J - Proposer's Completed Qualification Statement	Yes ☐
Tab 9 – Business Structure, Licenses and Professional Registration Certificates	Yes ☐
1. Any applicable city, county, and state professional licenses	Yes ☐
2. Business tax receipts. Note – If claiming Local Vendor Preference, the business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides along with 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.	Yes ☐ N/A ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

One-Time Installation – Costs billed directly to the City

Hardware & Equipment – Price per unit

Item #	Item Description	Quantity	Per Unit Cost
1)	GPS Hardware	**50 Buses**	**Price to be Submitted Via BidSync**
2)	Rider Authentication Device (if sold separately)	**50 Buses**	**Price to be Submitted Via BidSync**
3)	Driver Interface Device (if sold separately)	**50 Buses**	**Price to be Submitted Via BidSync**
4)	Rider Authentication RFID Card	**2500 Students**	**Price to be Submitted Via BidSync**

Software Package

Item #	Item Description	Total
1)	**Software**	**Price to be Submitted Via BidSync**
	Please provide the number of licensed users included in the Cost	**To be Submitted Via BidSync**
	Additional Licensed Users ***If there is an additional cost to add user licenses beyond the standard number above, please include that cost:***	**To be Submitted Via BidSync**
2)	**Implementation**	**Price to be Submitted Via BidSync**
3)	**Training**	**Price to be Submitted Via BidSync**

Alternative: Revenue Sharing Option, Subscription-Based Model

Frequency of revenue share paid to the city (monthly, quarterly, bi-annually)

Price Per Bus per Month (inclusive of hardware, software & installation)	Quantity of Buses	System Cost
Price to be Submitted Via BidSync	**50**	**Price to be Submitted Via BidSync**

Fee Per Student (Charged to parents for access to Student Tracking Portal)	Percentage to Firm	Percentage to City
Price to be Submitted Via BidSync	**To be Submitted Via BidSync**	**To be Submitted Via BidSync**



(OFFICE USE ONLY) Vendor number: _____

Please entirely complete this vendor information form along with the IRS Form W-9, and **upload it to the Bidsync website.**

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Order-from Address (For purchase orders)			
Order-from Contact Name:		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Return-to Address (For product returns)			
Return-to Contact Name		**Title:**	
Email Address:			
Phone #:		**Fax #**	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ **Corporation** **Federal ID Number:** _____

☐ **Sole Proprietorship/Individual** **Social Security No.:** _____

☐ **Partnership**

☐ **Health Care Service Provider**

☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**

☐ **Other (Specify):** _____

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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** ►

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the _____,
(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 _____

Title _____

Name of Company _____

City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is _____ and my
(Please print name of individual signing)

relationship to the entity named above is _____.

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.)**

Bidder's Name/Signature	Company	Date

City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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.

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)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with 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.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with 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.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____

City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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).

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)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☐ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____

City of Pembroke Pines

Attachment G

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: _____

AUTHORIZED OFFICER NAME / SIGNATURE: _____

City of Pembroke Pines

Attachment H

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.

Authorized Signature	Authorized Signer Name	Company Name

Attachment I

City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135.

I, _____, on behalf of _____,
Print Name and Title — Company Name

certify that _____:
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.

_____	_____	_____
Company Name	Print Name/Signature	Title

Attachment J

City of Pembroke Pines

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title:

Contact Person's E-mail Address:

PROPOSER'S Telephone and Fax Number:

PROPOSER'S License Number:

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number:

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give 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).

The foregoing 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.

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.

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).

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.

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.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B,
INSURER C,
INSURER D,
INSURER E,

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AG6REGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDIYY)	POLICY EXPIRATION DATE (MM/DDIYY)	LIMITS	
	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ CLAIMS MADE ☐ OCCUR				FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ policy ☐ project ☐ loc				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY					
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS					
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	☐					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
	☐				AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

Must Include General Liability

SAMPLE CERTIFICATE

DESCRIPTION OF OPERATIONS/LOCATIONSIVEHICLES/EXCL

Certificate must contain wording similar to what appears below

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(DACORD CORPORATION 1988

CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, **«Contract_Signature_Year»**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»**, authorized to do business in the State of Florida, with a business address of **«Vendor_Address_Line_1», «Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **«Solicitation_Advertisement_Date»,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **«Service_Description»** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
"«Solicitation_Title»"

1.2 On **«Bid_Opening_Date»,** the bids were opened at the offices of the City Clerk.

1.3 On **«Commission_Award_Date»,** the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **«Service_Description»,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"«Solicitation_Type_Abbreviation» # «Solicitation_Number»",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **«Service_Description»,** as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the

work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date».**

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR*: In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»),** which includes an owner's contingency fee of **«Contingency_Fee_Written» («Contingency_Fee_Numerical»),** payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Public Services Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
PERFORMANCE BOND

6.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in this Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

6.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims,

demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 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 CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 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 attorney's 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 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 his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 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.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 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, then in that event, 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 not 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.

8.6 REQUIRED INSURANCE

8.6.1 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:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's 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

his 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:

1. Workers' Compensation:	Coverage A –	Statutory
2. 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.

8.6.3 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:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
8.7.2 Waiver of all Rights of Subrogation against the CITY
8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
8.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
8.7.6 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.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any 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.

8.10 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 Contract.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the

CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13
VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS ($500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR,

CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17
BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18
DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19
PUBLIC RECORDS

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

ARTICLE 20
MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager

City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor **«Vendor_Contact_Title»**
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: «Vendor_Email»
Telephone No: «Vendor_Phone_Number»
Cell phone No: «Vendor_Cell_Number»
Facsimile No: «Vendor_Fax_Number»

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district**.

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are proving services to the CITY, shall complete and pass a **Level II background check**.

20.19 **Scrutinized Companies.** CONTRACTOR, 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 Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

20.19.1 Any amount of, at the time 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 s. 215.4725 or is engaged in a boycott of Israel; or

20.19.2 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:

20.19.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

20.19.2.2 Is engaged in business operations in Syria.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

_____ By: _____

MARLENE D. GRAHAM, CITY CLERK CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

_____

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____

Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **«Vendor_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, **«Contract_Signature_Year»**.

_____

NOTARY PUBLIC

_____

(Name of Notary Typed, Printed or Stamped)

Attachment M

City of Pembroke Pines

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Address:

City/State/Zip:

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Telephone: Fax:

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Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

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Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Bid #ED-18-02 - Charter School Bus And Student Tracker RFP

Time Left	Bid has ended.		
Bid Started	Feb 13, 2019 10:35:55 AM EST	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Apr 9, 2019 2:00:00 PM EDT	**# of suppliers that viewed**	102 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	**Q & A**	Questions & Answers Questions: 3 Q&A Deadline: Mar 12, 2019 8:30:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid ED-18-02 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Bid Comments

Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	90 days
Budgeted Amount	$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically Please note vendors should be registered on BidSync 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. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package. 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 BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time. PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX. However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked âœBID SECURITYâ (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.
Bid Comments	The City of Pembroke Pines is seeking proposals from qualified firms to offer the city's Charter Schools a transportation and student rider management system with routing and tracking software. **Added on Mar 13, 2019:** The city has extended the due date for proposals to **Tuesday, April 9th, 2019 at 2:00pm EDT.**

Documents

Select All | Select None | Download Selected

1. ED-18-02 Charter School Bus Tracker.pdf [download]
2. Attachment A - Contact Information Form.docx [download]
3. Attachment B - Vendor Information Form and a W-9 Rev 2018-10.pdf [download]
4. Attachment C - Non-Collusive Affidavit [download]
5. Attachment D - Sworn Statement on Public Entity Crimes [download]
6. Attachment E - Local Vendor Preference Certification [download]
7. Attachment F - Veteran Owned Small Business (VOSB) Preference Certification [download]
8. Attachment G - Equal Benefits Certification Form [download]
9. Attachment H - Vendor Drug-Free Workplace Certification Form [download]
10. Attachment I - Scrutinized Company Certification [download]
11. Attachment J - Proposers Qualifications Statement [download]
12. Attachment K - Sample Insurance Certificate.pdf [download]
13. Attachment L - Specimen Contract - Contractual Services Agreement 2018-10-25.pdf [download]
14. Attachment M - References Form [download]

= Included in Bid Packet = Excluded from Bid Packet

Items

⊞ **Hardware & Equipment** [Description]

⊞ **Software Package** [Description]

⊞ **Alternative: Revenue Sharing Option, Subscription-Based Model** [Description]

Change Made On Mar 13, 2019 3:29:14 PM EDT

Description/Bid Comments (Information was added)

Previous End Date Mar 26, 2019 2:00:00 PM EDT **New End Date** Apr 9, 2019 2:00:00 PM EDT

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

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Question and Answers for Bid #ED-18-02 - Charter School Bus and Student Tracker

Create New Question

Question Deadline: Mar 12, 2019 8:30:00 PM EDT

Overall Bid Questions

Question 1

Pembroke Pines may not be aware, but in addition to your procurement, there are several other significant RFPs which were released about the same as Pembroke Pines' and which are due about the same time. Tyler would respectfully request a 2 week extension to the due date so that all vendors in the industry can appropriately address all current opportunities in the marketplace. **(Submitted: Mar 12, 2019 10:45:14 AM EDT)**

edit

Answer

- The city will extend the deadline to 2:00pm EST on April 9th, 2019. **(Answered: Mar 13, 2019 3:24:41 PM EDT)**

Add to Answer:

Question 2

What type of routing software, if any, is being used by the provider of transportation services?

What kind of summer programming is expected for the provider of a bus and student tracking system?

Does the district want the application to reside on their own local servers or are they open to a managed service cloud-based solution? **(Submitted: Mar 12, 2019 4:35:35 PM EDT)**

Answer

- Currently, no routing software is being used by the transportation provider; routes are created manually.

  --

  The bus/student tracking system will only be used in the summer by the transportation provider for GPS location tracking of the school buses themselves. The software system provider will only be required to support the GPS functionality- location, speed, etc. as described in the RFP document. No student tracking or parent interface will be required, as most of the transportation being done in the summer is for camps facilitated by private organizations, not the city's Charter School district.

  --

  The City's IT department is open to both options (local servers or cloud-based) for hosting the application. **(Answered: Mar 13, 2019 9:59:44 AM EDT)**

edit

Add to Answer:

Question 3

Is the City looking to select their own routing software operated by the City's Charter school staff and to allow access to their outside bus contractors or are they looking for an outside firm to run their routing operation including the routing and GPS software? **(Submitted: Mar 26, 2019 2:30:21 PM EDT)**

edit

Answer

- The City is looking to purchase a software, and will allow access to our outside transportation service provider. **(Answered: Mar 26, 2019 2:39:02 PM EDT)**

Add to Answer:

Submit

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Exhibit "B"

5

ReaXium

Bid Contact **Maria Sylvia Riquezes**
mriquezes@t4ss.com
Ph 561-717-8042

Address **23123 State Road 7**
Suite 200 C
Boca Raton, FL 33428

Qualifications **PP-**DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9

Bid Notes **ReaXium Inc. is excited to present the City an alternative model for financing this project wherein the costs of the system are covered by a monthly subscription-based model. Stakeholders such as parents or guardians that choose to subscribe for the monitoring services are charged a monthly fee per student, and the revenue from that fee is used to cover system costs. In this way, the system will not cost the city anything from day one. At breakeven point of costs, there will be revenue sharing.**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
ED-18-02--01-01	Hardware & Equipment: GPS Hardware	**Supplier Product Code:** **Supplier Notes:** Pricing for Hardware & Equipment items Rider Authentication Device and Driver Interface Device is included in the pricing provided for GPS Hardware since the ReaXium Device is an all-in-one tablet. The ReaXium Device has the GPS Hardware, the Rider Authentication, and the Driver Interface in one unit.	**First Offer -** $600.00	50 / each	**$30,000.00**	**Y**	**Y**
ED-18-02--01-02	Hardware &	**Supplier**	**First Offer -** $0.00	50 / each	**$0.00**		**Y**

	Equipment: Rider Authentication Device	**Product Code:** **Supplier Notes:** Pricing for Hardware & Equipment items Rider Authentication Device and Driver Interface Device is included in the pricing provided for GPS Hardware since the ReaXium Device is an all-in-one tablet. The ReaXium Device has the GPS Hardware, the Rider Authentication, and the Driver Interface in one unit.				
ED-18-02--01-03	Hardware & Equipment: Driver Interface Device	**Supplier Product Code:** **Supplier Notes:** Pricing for Hardware & Equipment items Rider Authentication Device and Driver Interface Device is included in the pricing provided for GPS Hardware since the ReaXium	**First Offer -** $0.00	50 / each	**$0.00**	**Y**

		Device is an all-in-one tablet. The ReaXium Device has the GPS Hardware, the Rider Authentication, and the Driver Interface in one unit.					
ED-18-02--01-04	Hardware & Equipment: Rider Authentication RFID Card	**Supplier Product Code: Supplier Notes:** Pricing for Hardware & Equipment item Rider Authentication RFID Card is based on blank and ready to configure RFID cards compatible with the ReaXium Device RFID reader.	**First Offer -** $0.50	2500 / each	**$1,250.00**		**Y**
				Lot Total	$31,250.00		
Item #	**Line Item**	**Notes**	**Unit Price**	**Qty/Unit**		**Attch.**	**Docs**
ED-18-02--02-01	Software Package: Software	**Supplier Product Code: Licensed Users**: Unlimited/Included **Supplier Notes:** Pricing for Software Package with a number of licensed users is not applicable	**First Offer -** $0.00	1 / package	**$0.00**		**Y**

		(N/A) in our case. Our software components are integrated in one platform and include the (1) driver device application, (2) the web-based administration app (portal & dashboard), and (3) mobile application for stakeholders such as parents and guardians. The pricing for our software package is based on a service subscription license to our complete suite of cloud-based software applications that is available for unlimited users. For this reason, we could not submit a unit price for the quantity of one package. Similarly, there is no associated cost to provide access to additional users.				
ED-18-02--02-02	Software Package: Additional Licensed Users	**Supplier Product Code:** **Supplier Notes:** Pricing for Software Package with a number of licensed users is not applicable (N/A) in our case. Our software components are integrated in one platform and	**First Offer -** $0.00	1 / each	**$0.00**	**Y**

		include the (1) driver device application, (2) the web-based administration app (portal & dashboard), and (3) mobile application for stakeholders such as parents and guardians. The pricing for our software package is based on a service subscription license to our complete suite of cloud-based software applications that is available for unlimited users. For this reason, we could not submit a unit price for the quantity of one package. Similarly, there is no associated cost to provide access to additional users.					
ED-18-02--02-03	Software Package: Implementation	**Supplier Product Code:**	**First Offer -** $6,000.00	1 / fee	**$6,000.00**		**Y**
ED-18-02--02-04	Software Package: Training	**Supplier Product Code:**	**First Offer -** $3,000.00	1 / fee	**$3,000.00**		**Y**
					Lot Total	**$9,000.00**	

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
ED-18-02--03-01	Alternative: Revenue Sharing Option, Subscription-Based Model: Monthly	**Supplier Product Code:** **Supplier Notes:** The Monthly System Cost per Bus is	**First Offer -** $150.00	50 / each	**$7,500.00**		**Y**

	System Cost per Bus	inclusive of hardware, software, and installation.				
ED-18-02--03-02	Alternative: Revenue Sharing Option, Subscription-Based Model: Fee Per Student	**Supplier Product Code: Supplier Notes:** We will be charging users a monthly fee per student. This suggests that a family with students on buses for different schools will pay the monthly fee for each of the students they wish to be connected to. Therefore, if multiple stakeholders (mother, father, grandparent, guardian, etc.) subscribe to use the app with unique login access, each user will have to pay a fee to connect to a particular student.	**First Offer -** $5.00	1 / each	**$5.00**	**Y**
ED-18-02--03-03	Alternative: Revenue Sharing Option, Subscription-Based Model: Percentage of Revenue Paid to City	**Supplier Product Code: Frequency of revenue share paid to the city (monthly, quarterly, bi-annually)**: bi-annually **Required**	**First Offer -** 10.00%	1 / each	**10.00%**	**Y**

Term: 50 months
Supplier Notes: This 90/10 split is based on the fact that ReaXium covers any and all costs associated with the implementation and function of the full service, with the City having zero out of pocket expenses, and thus ever only being in a positive revenue position. The City share of the split revenue will be payable at a bi-annual frequency. The required term has been determined to be 50 months, excluding the summer months as relayed to us by the CIty to our inquiry regarding summer programming.

Lot Total	$7,505.00	
Supplier Total		**$47,755.00**

6

ReaXium

Item: **Hardware & Equipment:GPS Hardware**

Attachments

ReaXium_Proposal_Bid ED-18-02-merged.pdf

REAXIUM School Suite



Subject:	**RFP #ED-18-02 "Charter School Bus and Student Tracker"**
Date:	April 5th, 2019
Name of Firm:	ReaXium Inc.
Contact Person:	Maria Sylvia Riquezes
Telephone Number:	+1-561-717-8042
Email Address:	mriquezes@reaxium.com

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Tab 2 - Letter of Interest

Dear City Commission of The City of Pembroke Pines:

This letter of interest is in reference to Request for Proposals #ED-18-02 concerning the “Charter School Bus and Student Tracker” project wherein ReaXium Inc., a company specializing in cloud-based applications and mobile biometric authentication hardware solutions for the Pupil Transportation industry is submitting a formal proposal.

ReaXium Inc. is a minority owned Florida Corporation, with offices located at 23123 State Road 7, Suite 200C, Boca Raton, FL 33428. ReaXium is a cloud-based application and managed service provider in the mobile biometrics market. Our cloud-based solutions benefit from heightened security, real-time connectivity, accessibility anywhere, and ample storage. At ReaXium, we have developed custom applications across platforms, operating systems, and industries. As a managed service provider, we administer, monitor, and support the solution, providing clients with complete support. Each solution is developed with the goals of innovation, mobility and security in mind. ReaXium has an internationally diverse team in the United States, South America, and Europe. We are a reactive team that pursues projects primarily in Florida in industries such as school districts, security agencies, and transportation firms.

ReaXium Inc. is organized in three major areas of development, while our client and service headquarters are in Boca Raton, our software and marketing development teams can be found in Spain and Venezuela with additional resources based in Boca Raton as well. ReaXium’s main business is to develop cloud-based solutions with high security access control and data encryption methods, which then are operated under a Managed Services Approach (SAAS - Software As A Service) which allows the corporation to provide world class service and support to the clients. ReaXium has accumulated more than 100 years of experience among its executives and experts which enables the corporation to manage any issue or situation while delivering its high class solutions to the customers in software development, service support and consultative sales. As a Florida start-up firm with strong financials history, ReaXium has created stable and well-organized teams to continue supporting the most robust and flexible solutions in the markets of identity management.

ReaXium Inc. is a partner at the National Association for Pupil Transportation (NAPT), Florida Association for Pupil Transportation (FAPT), Greater Boca Raton Chamber of Commerce, as well as the Venezuelan-American Chamber of Commerce of Miami.

As a startup corporation, ReaXium launched its flagship solution ReaXium School Bus in 2016 at the annual BPAA meeting (Broward Principals and Assistant Principals Association), which was highly impactful for the attendees as we were able to sign our first customer and provide a service contract to rollout soon after the event. We were also invited to perform a School Bus Pilot in Jacksonville (Duval County) as part of their research and investigation to adopt a new student ridership solution for the County. Currently, we are performing a pilot in Martin County as well as in international markets, specifically Colombia, Mexico, Nigeria, Kenya and Argentina.

Our capacity to work with local clients allows us to offer solutions that are tailor-fit to their needs. In addition, we are able to rapidly manipulate the desired service in order to maximize efficiency for our clients. Our objective is to address the pains that our local community faces and resolve them, especially those regarding secure transportation of the students to their respective homes and schools.

Our local team is experienced and agile to provide the utmost level of support and attention to the City's transportation programs. With diverse backgrounds in customer implementation, device distribution, mobile and web app development, and secure identity authentication, the team members assigned to administer and support your contract are able to efficiently, proactively, and in a timely manner attend any need or support you may have during the operation of our solution since we are located in South Florida as well, making it easy to physically access to your locations if needed. We are also able as part of our offering to provide full time remote monitoring of the fleet when they are operating the school buses from our Managed Service Center, also located in Boca Raton, Florida.

In the next quarter, ReaXium expects to sign three new customers in the South Florida area and five internationally. Serving the City of Pembroke Pines Charter Schools would be very hands-on due to the physical proximity of our operations, as well as the scope of work outlined in the bid. With full access to our staff located in Boca Raton, FL (solution specialists, office manager, regional sales managers, and the CEO) you will have access to our office and resources at anytime needed via telephones, cell phones and/or emails which are provided in the annexes.

To satisfy your needs for a Charter School Bus and Student Tracker, our team would like to present to you the ReaXium School Bus. With this solution, you will accomplish GPS tracking of your bus fleet, see the bus ridership by having passengers verify once they enter and exit the bus, and generate high-quality attendance rosters for reporting. All of this information is synced through an intuitive dashboard that updates in real-time, and is made viewable to administrators, as well as to associated parents through a secure mobile application.

ReaXium Inc. is submitting this proposal under the compensation model wherein payment will be based on a monthly subscription model by another serviced party such as families. The system cost for ReaXium will be paid by interested parents or guardians who subscribe to the ReaXium App, creating no financial obligation to the City. More information is provided in the proposal outlining how the fees charged to subscribed parents will cover the monthly costs of the solution. In addition, there is an opportunity for a portion of revenues generated from this monthly subscription-based model to be shared with the City.

Our goal at ReaXium in responding to your request is to implement a solution that prioritizes tracking vehicles and student ridership to ensure a healthy and secure environment for your students. By coming together, you'll be a changemaker and advocate for school safety in your community through the use of ridership tracking.

Sincerely,

The ReaXium Team

Tab 3 - Experience and Ability

The Evidence: We can do it.

Due to the versatility of our devices, the flexibility of our software, and the attention to detail our managed service agreement demands, ReaXium is committed and capable of providing the City of Pembroke Pines' fleet with the requested technological features and components.

Our System Design & Implementation

The ReaXium School Bus solution is proprietary software made in-house, allowing for quick software diagnostics. It is always accessible and flexible for our teams and clients for a tailor-fit solution. In previous projects, the ReaXium team has demonstrated how to transfer manual or paper-based knowledge of a transportation program (fleet, stops, routes, riders, etc.) to a digital ecosystem ready to deploy across a fleet of vehicles outfitted with ReaXium Devices.

Onboarding training is conducted onsite so drivers and administrators can get familiar with their tools and resources in operation. Hardware installation is consulted through the owner of the fleet vehicles. In the case of the City of Pembroke Pines, since the fleet is owned and operated by a third party, installation recommendations will be made and observed as fits by the fleet operator. Software installation can be handled remotely and will be scheduled to ensure system uptime of 99.99% and no interruption to daily service times.

Our solution consists of cloud based applications, which means most of our software updates and service monitoring are performed from the Internet cloud, and monitored via our managed services applications from our headquarters located in Boca Raton, FL.

Our Experience & Ability

In the past three years, we have been participating in several projects and pilots that prove our robust and flexible school bus platform is working in full. Pilots like the one in Duval County, Martin County, and operating projects like the one for the Breakthrough Miami Foundation, with great success made us the best school bus solution featuring tracking and ridership in the state. More details about these contracts and projects available under Tab 4.

With a deep understanding of the City's current services and expressed interest and requirements for expansion and innovation through technology, ReaXium is positioned to provide the utmost level of service and support.

ReaXium: The Past 5 Years

In the three years since ReaXium's launch, the company's performance, team, and technologies have evolved and grown significantly. ReaXium School Bus, under the School Suite umbrella of solutions that include School & Classroom Attendance, was conceptualized, designed, and a beta version was available in early 2016. By the beginning of the fall school term of the same year, Breakthrough Miami was signed and activated as a client. Devices were installed onboard and driver training began in the early fall. The Breakthrough Miami contract included vehicle tracking, driver tablets equipped with route assistance and student information, biometric authentication for all passengers, and notifications and reporting in real-time.

In the case of Breakthrough Miami, the buses and drivers who transport their riders are not part of the organization. Breakthrough Miami oversees the route planning, but execution of bus services are contracted out to a third-party service provider.

To service the Breakthrough Miami contract, ReaXium team members interface frequently with this third party bus service provider. ReaXium Device holders are installed onboard their buses. The drivers received training for use of the devices and knowledge of the program and objectives. In the early implementation period, ReaXium team members executed ride-alongs with the third party bus service provider's team of bus drivers. These ride-alongs consisted of route and stop location checking, blind-spot monitoring, driver training, and device testing. Feedback from the data collected and driver input was used to adjust certain aspects of the device app, such as language, route map display, and more.

ReaXium also has experience in working with a third party operated fleet in Jacksonville. The Transportation Department at Duval County Public Schools (DCPS) does not own or operate their own school bus fleet. For the pilot program conducted in 2017, ReaXium worked alongside DCPS and First Student, a school bus service contractor. As a team and a solution, ReaXium knows how to coordinate between these top-level stakeholders to deliver the best results possible. As is the case with the City of Pembroke Pines charter schools, a third party operated fleet, principals at the schools, city commission members, and families in the community all need to be attended to with the response to this solicitation.

ReaXium's work in the past three years in the areas of pupil transportation and secure passenger transportation, as well as identity management have built a track record of robust but flexible implementation and operation of ReaXium School Bus.

Prior to ReaXium's official launch, the ReaXium team worked under our partner company, Technology 4 Solutions. Also based out of Boca Raton, Technology 4 Solutions and a portion of our team has been delivering service contracts and tablet based business for over 15 years. Projects under Technology 4 Solutions include identity management, electronic voting, security protocols, and device distribution.

Proof of experience described in this section will be attached before Tab 4.

- ReaXium Inc.
    - Breakthrough Miami
        - Invoice

- Allied Universal
  - Invoice
- Duval County Public Schools
  - Email
  - Recap
- Dynamic Integrated Security
  - Invoice
- Martin County School District
  - Email
  - Recap

- Technology 4 Solutions
  - Tecnocomputacion 3000
    - Invoice
  - Smartmatic
    - Invoices
  - Aratek
    - Invoice

Your Local Partner

ReaXium Inc. is located in Boca Raton, Florida. Our past history of projects spans working alongside transportation providers all across the state of Florida. We understand the challenges specific to the region and why a Charter School Bus and Student Tracker is of the utmost importance to the City of Pembroke Pines. Florida traffic and weather presents its unique challenges to student transportation services, but with the ReaXium School Bus solution schools and families stay informed of any fleet delays or alerts. Our flexible solution allows our team to customize the driver and dispatch experience to support efficient communication and exchange of information.

With the assigned team based out of Boca Raton, our field staff is 30-45 minutes away at any time. We are local so support is guaranteed. Just a phone call or email will be followed up with an onsite visit on the same day if necessary. Our familiarity and proximity to the City allows for great service and support for implementation and day-to-day operation. Additionally, in the past we have had the chance to visit with the leadership team at the Transportation Authority Inc. and understand unique their challenges in servicing the City charter schools.

Past Results

The persons assigned to oversee this project have been with ReaXium Inc. since day one and have been hands-on in the evolution of the ReaXium School Bus solution based on direct feedback from past results. Since launch of the solution to signing of Breakthrough Miami as a first customer, these persons were involved in the design, configuration, customization, and ultimately implementation such as training and installation of the solution. Our team coordinated with the various stakeholders to synchronize schedules and establish deadlines for actionable items such as device installation, route configuration, student enrollment, training programs, and more. Our team is highly accessible for all aspects of the solution, specifically for the technical configurations and training programs during implementations. Our Solution

Specialists guide customers through the process of setting up their fleet and student riders, as well as all the data necessary to run the solution properly. The communication and coordination track record of our Solution Specialist team is outstanding, and observable in the successful implementation and operation of ReaXium School Bus pilots for Duval and Martin counties. Every client who works with us celebrates our commitment to customizing the solution to their specific needs and tailoring the experience of their stakeholders to produce the greatest results.

Meet Your Team

The primary contact person for this project is Maria Sylvia Riquezes, the Solutions Specialist Manager. As lead of the Solution Specialist team, Maria serves as a liaison between developers, sales operations, and clients throughout all phases of the sales cycle whose main duties focus on new and existing client/account set-up along with planning and monitoring the implementation process. As a dedicated Project Manager and onsite Trainer, Maria has worked firsthand with transportation departments and the varied voices within such as directors, route coordinators, dispatchers, mechanics, drivers, and substitute drivers. Maria has worked on the Breakthrough Miami project, Always at Your Side project, Duval & Martin county pilots, as well as ongoing pupil transportation prospects and opportunities both domestically and abroad. Maria has accumulated more than 5 years experience in similar projects. In the state of Florida, Maria has been screened and received a Contractor ID badge for meeting the standards of Section 1012.467, Florida Statutes.

Yolima Carvajal Rodriguez, a fellow Solutions Specialist and Operational Manager will also be hands on when delivering the service of this project as a dedicated Project Manager and onsite Trainer. As a computer engineer and sales consultant, Yolima has a proven record of managing high revenue accounts and strong experience in field sales covering different approaches such as account management, partner account management, and territory sales management. Fluent in Spanish and English, Yolima's vast experience managing IT solutions, products and services makes her a great addition to the team and to this project in particular. Her vast experience working with Microsoft and Oracle products and serves means she is familiar with the technical needs and expectations described in this solicitation. With ReaXium Inc. Yolima is spearheading the design, implementation, and support for the Martin County pilot as well. She has more than 20 years of experience managing similar technology projects. In the state of Florida, Yolima has been screened and received a Contractor ID badge for meeting the standards of Section 1012.467, Florida Statutes.

Eduardo Luttinger will be the Software Development leader during the customization and configuration period of the ReaXium School Bus solution for the specific needs of the City of Pembroke Pines. As acting CTO at ReaXium, the solution architecture has been headlined by his vision and the development of the robust, but flexible ReaXium Engine allows for distinct modules of the solution to be activated, evolved, or deactivated based on the requirements of this solicitation and in future technical meetings in support of implementing this project. Eduardo harnesses more than 10 years of experience in similar projects.

Please find resumes for these key persons assigned to this project at the end of this section before Tab 4.

Aside from these team leads in the areas of service support and software maintenance, ReaXium will apply at least three different teams to support the solution and implementation of ReaXium School us for this project, as well as daily operation support.

1. The Software Development team is fully dedicated to the support of the software versions of ReaXium School Bus, including all its features, such as the ridership control management, the routing visualization, the unit tracking, as well as the mobile app for parent subscribers which runs in iOS and Android environments. The Software Development team is composed of 6 Software Engineers and 1 Senior Software Developer who is the CTO of the corporation.
2. The Services team, is ready to support the operation of the solution, using our ReaXium Managed Services Platform which allows the current monitoring of any device running our applications, in a real time environment. This includes the ability to visualize the status of each device, the tracking of the units and the connectivity of it during operation. Through the Managed Services App, team members are also able to provide remote technical support to the devices, as well as pushing new software versions or providing remote fixes when needed. The escalation of issues or situations are provided using our Managed Service Teams, which are able to decide the level of the support needed at any given time during operation of the solution. First, Second and Third Level support are managed under this platform. The Service Team will also provide support to the customer's administrators' authorized to access the ReaXium Dashboard and Portal. All teams have vast experience in software and hardware support with more than 10 years proven experience. The Service Teams are composed of 4 IT Engineers able to perform all areas of monitoring and service support to the clients.
3. The Operational Team is composed of 3 resources, able to complete all roll out during implementation, customization, training and support for the initial phases of the operation at the customer site and remotely. The resources accumulate more than 10 years of experience in similar tasks. The project will have at least one dedicated Project Manager and trainer, if not more due to our accessibility to the City of Pembroke Pines.

The field staff is able to support the customer during the physical implementation of the ReaXium Device in each school bus, as well as to provide all guides and support for the use and application of the school bus solution, including the phases associated to: enrollment of drivers, enrollment of students (riders), administrative application or dashboard use, dynamic report generation, real time monitoring, software updates, training to the students (riders), database generation for students (riders) and their registration with RFID cards (if needed) and/or Fingerprint capture and authentication tests. The field staff is also experienced in SIM card testing and data plan implementation in each device, customization of the service, and will be the main interface with the customer's staff in charge of the operation of the school bus fleets using ReaXium School Bus Applications.

MARIA SYLVIA RIQUEZES

RELEVANT EXPERIENCE

Solution Specialist Manager, ReaXium Inc.
Boca Raton, FL
06/2016 – Present

- Bridge sales, operation, and technical teams for project management of pilot and contract client services in the pupil transportation and security space
- Support pre- and post-sales pipeline through materials creation, marketing resources, and strategic follow-up with customers
- Spearhead solution design, testing, marketing, and implementation, including set-up and training for customers
- Active in firm's professional associations with NAPT, FAPT, Boca Chamber, and the Venezuelan-American Chamber of Commerce

Content Development Specialist, Technology 4 Solutions
Boca Raton, FL
06/2016 – 11/2017

- Support lead and greater business pipeline with sales materials, corporate presentations, and client support

Business Strategy Associate, EGLA Communications
Boca Raton, FL
02/2016 – 06/2016

- Analyze and present industry research to support the mobile app launch in USA/LATAM markets, including strategic business pitches for partner, investor, and client meetings

Member Coordinator**,** Wind2share
Boca Raton, FL
10/2011 – 01/2016

- Facilitate company interaction in over 15 countries and strategize communications outreach to over 1000 members

EDUCATION

Bachelor of Arts, International Studies, American University
Honors: Magna Cum Laude, University Honors, Dean's List, Phi Beta Kappa- Zeta Chapter

SKILLS

- Project/Team Management
- Strategic Communications
- Client Support Services
- User Experience
- Microsoft Office Suite & Google Suite/Apps
- Product Marketing
- Bilingual (English/Spanish)

REAXIUM School Suite

YOLIMA CARVAJAL RODRIGUEZ

RELEVANT EXPERIENCE

Solution Marketing Manager, ReaXium Inc.
Boca Raton, FL
01/2019 – Present

- Serve as a liaison between developers, sales operations, and clients throughout all phases of the sales cycle
- Project management of new and existing clients performing account set-up along with planning and monitoring the implementation process
- Support pre- and post-sales pipeline of prospects and clients in the pupil transportation and security space
- Active in firm's professional associations with NAPT, FAPT, Boca Chamber, and the Venezuelan-American Chamber of Commerce

Licensing Sales Specialist
08/2015 – 09/2018 @ DCH Mexico (N3, LCC - Microsoft Corp.)
08/2014 – 08/2015 @ Microsoft Mexico S.R.L.

- A trusted Licensing advisor, representing MS, with accountability for managing concessions and empowerment, including ownership of engagement with Customers
- Successful trainer. Microsoft Products Sales and Licensing. Sales Excellence Processes

Licensing Sales Specialist, Microsoft Venezuela C.A.
01/2010 – 07/2014

- Responsible for processes, systems, tools, business planning, management frameworks, initiatives and programs to optimize sales and increase team productivity
- Awards: Services & WW Sales Recognition, Memo-Gold Stock Award, Best Subsidiary

Account/Territory/Channel Manager, Oracle de Venezuela C.A.
11/2000 – 02/2005

- Serve as a liaison between pre-sales, sales operations, and customers throughout all phases of the sales cycle
- Support pre- and post-sales clients in the Customer Satisfaction arena. Customer interface during sales, implementation and post-sales cycles

EDUCATION

MBA Marketing, San Ignacio University
Bachelor of Science, Computer Science, Universidad Central de Venezuela

SKILLS

- Account Management
- Product & Project Rollout/Management
- Technical implementation & consulting
- Collaborative team lead
- Strategic approach to supporting customer vision and needs
- Microsoft Office Suite & Google Suite/Apps
- Bilingual (English/Spanish)

REAXIUM School Suite

EDUARDO J. LUTTINGER

RELEVANT EXPERIENCE

Senior Software Developer / CTO, ReaXium Inc.
04/2016 – Present

- Team Lead for the ReaXium Software Development Department overseeing software engineers, web developers, and Android/iOS app developers.
- Development using Java, Javascript, PHP, MySQL, React, and AngularJS
- Solution architect for the ReaXium Engine and Cloud infrastructure on AWS
- Customization & configuration of productive client environments for school districts, security companies, and other customers
- Integration and beta app development in partnership with HeroK12 & IDEMIA technical teams

Technical Leader, Teravision Technologies
10/2014 – 04/2016

- Developed an API and mobile app for employees of the Inter-American Development Bank (Java & Android Development Team)

Senior IT Consultant, Infosoft
06/2012 – 09/2014

- Lead and consulted development of solutions under SOA architecture for telecom – 5 million customers

Junior IT Consultant, Megasoft Computación CA
11/2009 – 05/2012

- Assisted and consulted development of solutions under SOA architecture for telecom – 5 million customers

EDUCATION

Bachelor of Science, Computer Science, Instituto Universitario de Tecnología y Administración
IBM Advanced Career Education - All Certifications Granted

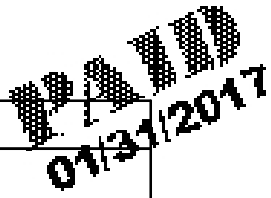
SKILLS

- Backend Capabilities:
  - Java, J2EE, Spring, NodeJS, PHP
  - Unit Test Expertise: JUnit & solid TDD knowledge
  - Database Expertise: Oracle BD, MySQL
  - Web Servers Expertise: Apache, Weblogic, Tomcat
- Frontend Capabilities:
  - AngularJS, Angular, Jquery
- Mobile Capabilities: Android Expert
- DevOps Capabilities:
  - AWS: EC2 Management (Ubuntu & Amazon Linux)
  - Tools: Jenkins, Git, Gradle, Maven, Gulp, Shell Scripting
- Project/Team Management - Technical Lead
- Client Support Services - Database Configuration & Administration
- Bilingual (English/Spanish)

Reaxium, LLC
23123 State Rd 7. Suite 215
FL 33428

Invoice

Date	Invoice #
1/1/2017	1001



Bill To

Breakthrough Miami
Attn: Nicole Gray
SW 3rd Avenue, 6th Floor
Miami, FL 33129

Phone #	P.O. No.	Terms
4076253854	Contract	Due on receipt

Item	Quantity	Description	Rate	Amount
Monitoring Service	16.00	Monthly Service Charge November 2016	131.97375	2,111.58
Wire Info		SWIFT: CSBKUS33 (Int'l Wires) CenterState Bank of Florida, NA. 1101 First street South Winter Heaven, FL 33880 ABA 063114030 (USA only) Further Credit to: Reaxium, LLC. 23123 State Road 7. Ste 215 Boca Raton, Fl 33428-5407 Account #20380408	0.00	0.00
Check Payments		Remit Check payments to: Reaxium LLC. c/o Jorge Zorrilla, Admin office 509 S. Chickasaw Trail. #185 Orlando FL 328254	0.00	0.00

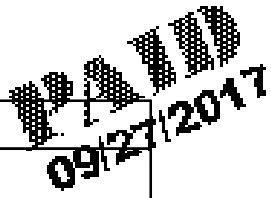
Thank you for your business.

Total $2,111.58

Reaxium, LLC
23123 State Rd 7. Suite 215
FL 33428

Invoice

Date	Invoice #
8/4/2017	1019



Bill To

Allied Universal
Accts Payable Dept.
161 Washington St. Suite 600
Conshohocken, PA 19428

Phone #	P.O. No.	Terms
4076253854		Due on receipt

Item	Quantity	Description	Rate	Amount
MobCitation Servic...	1.00	Monthly Service Charge - Rivera Isles	60.00	60.00
MobCitation Servic...	2.00	Monthly Service Charge - Blue Grass Lakes	60.00	120.00
Wire Info		SWIFT: CSBKUS33 (Int'l Wires) CenterState Bank of Florida, NA. 1101 First street South Winter Heaven, FL 33880 ABA 063114030 (USA only) Further Credit to: Reaxium, LLC. 23123 State Road 7. Ste 215 Boca Raton, Fl 33428-5407 Account #20380408		
Check Payments		Remit Check payments to: Reaxium LLC. c/o Jorge Zorrilla 509 S. Chickasaw Trail. #185 Orlando FL 32825		

We appreciate your prompt payment.

Total $180.00

TECHNOLOGY 4 SOLUTIONS

Maria Riquezes <mriquezes@t4ss.com>

Duval Bus Project Update

1 message

Robert Alonso <RAlonso@herok12.com> Wed, Apr 12, 2017 at 1:58 PM
To: "Maria Riquezes (mriquezes@t4ss.com)" <mriquezes@t4ss.com>, "Miguel Zorilla (mzorrilla@t4ss.com)" <mzorrilla@t4ss.com>, "Edgar Zorrilla (ezorrilla@t4ss.com)" <ezorrilla@t4ss.com>, "T4SS (lvecchi@t4ss.com)" <lvecchi@t4ss.com>, "mikayla moffat (mmoffat@t4ss.com)" <mmoffat@t4ss.com>, Joshua Kristol <JKristol@herok12.com>, Corey Shelton <CShelton@herok12.com>, "Erik Fresen (efresen@gmail.com)" <efresen@gmail.com>

Duval Bus Project
Wed, Apr 12, 2017 4:30 PM - 5:30 PM EDT

Please join my meeting from your computer, tablet or smartphone.
https://global.gotomeeting.com/join/723316597

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 723-316-597

Task Name	Duration	Start	Finish	Resource Names
Hero K12 Student Bus Tracking Pilot	**40 days**	**Mon 04/03/17**	**Fri 05/26/17**	
BadgePass Bus riders ID Badge Printing	7 days	Mon 04/03/17	Tue 04/11/17	Dowling Douglas, Northwestern
Submit Student ID badge data to Hero K12	2 days	Wed 04/12/17	Thu 04/13/17	Alex Rivas, Dowling Douglas
Onsite Hard Testing/Bracket Testing/Review Data/Review Project	1 day	Thu 04/13/17	Thu 04/13/17	Hero K12,Transportation,Bus Vendors
Install Hardware	5 days	Mon 04/17/17	Fri 04/21/17	Bus Vendors, Hero K12
Team meeting	1 hr.	Wed 04/19/17	Wed 04/19/17	Pilot Stakeholders
Stuff Training (Transportation)	8 hrs.	Wed 04/19/17	Wed 04/19/17	Hero K12,Transportation
Staff training (Bus Drivers)	**2 days**	**Wed 04/19/17**	**Thu 04/20/17**	
Training at Bus Garage- (from 11 - 12 pm)	1 hr.	Thu 04/20/17	Thu 04/20/17	Bus Vendors, Hero K12
Readiness Meeting - Go no-Go	1 hr.	Thu 04/20/17	Thu 04/20/17	Pilot Stakeholders
Go Live	**20 days**	**Mon 04/24/17**	**Fri 05/19/17**	
First Week of Pilot begins	**5 days**	**Mon 04/24/17**	**Fri 04/28/17**	
Pilot Week 1 Review Touchpoint Meeting	1 hr.	Fri 04/28/17	Fri 04/28/17	Bus Vendors, Hero K12,Transportation
Second Week of Pilot begins	**5 days**	**Mon 05/01/17**	**Fri 05/05/17**	
Pilot Review/Adjustments	5 days	Mon 05/01/17	Fri 05/05/17	Bus Vendors, Hero K12,Transportation
Pilot Week 2 Review Touchpoint Meeting	1 hr.	Fri 05/05/17	Fri 05/05/17	Pilot Stakeholders
Third Week of Pilot begins	**5 days**	**Mon 05/08/17**	**Fri 05/12/17**	
Duval PR event to show system	5 days	Mon 05/08/17	Fri 05/12/17	Bus Vendors, Hero K12,Transportation
Week 3 Review Touchpoint Meeting	1 hr.	Fri 05/12/17	Fri 05/12/17	Pilot Stakeholders
Fourth and final Week of Pilot begins	**5 days**	**Mon 05/15/17**	**Fri 05/19/17**	
Pilot End Date	0 days	Fri 05/19/17	Fri 05/19/17	
Pilot Final Week Review Touchpoint Meeting	1 hr	Fri 05/19/17	Fri 05/19/17	Pilot Stakeholders
Pilot Report & Recap	5 days	Mon 05/22/17	Fri 05/26/17	Hero K12,Northwestern,Pilot Stakeholders, Transportation

Duval Bus Tracking Proof of Concept Pilot - Recap & Feedback

For 5 weeks, Hero K12 and ReaXium LLC, in conjunction with DCPS Transportation & Technology implemented a pilot (proof-of-concept) program of the ReaXium School Bus solution at Northwestern Middle School (NWMS). This pilot managed 5 buses and over 150 students from NWMS.

From the start it was evident that collecting student ridership data is a major, costly, pain for DCPS. The ReaXium Solution is capable of replacing the manual process now used for student ridership collection thereby making the procedure more accurate and cost-efficient. Based on data collected during the pilot, the most current FEFP report submitted to the state was over 30% lower than actual ridership.

On the first day of the pilot, a sleeping child who had slept through his stop was found inside one of the pilot buses. The solution's real-time attendance would not allow for an unaccounted student to be left onboard. First and foremost, accurate ridership in real-time provides a level of transparency that is invaluable – especially in an emergency. Additionally, the onboard device allows drivers to quickly and efficiently send alerts of any delays or issues. Finally, extending student discipline onboard allows drivers to reinforce positive, safe behavior beyond the classroom.

In addition to safety, the pilot found an opportunity for financial benefits with the investment in the solution. During FEFP Survey 3, 01/27/2017 – 02/10/2017, there were 115 of the pilot students on various routes. During the pilot, 152 students were recorded riding those same routes. To date it appears to be a gain of approximately 37 students overall. The most recent information lists the annual allocation per student as $342.00. Based on that information, we can estimate savings at approximately 37 * $342.00 = $12,654.

Following the 5-week pilot program, stakeholders of the solution were surveyed to provide feedback on the experience.

DCPS Transportation:

- The respondents, on average, felt the accuracy of ridership data from Northwestern Middle School improved using the pilot system and believed improved data collection and reporting offered by the system will increase visibility of transportation services in DCPS.
- One such respondent believes the system will save about 6-7 hours per day during survey periods by collecting data and reports from ReaXium instead of through manual compilation.

First Student Staff

- Staff and drivers were very excited about the prospect of county-wide implementation
- The staff rated the ease of installation and replacement of the onboard device a 4 out of 5, and believed the device had no physical interference with current bus operations.
- Due to a confirmed history of student behavior issues onboard DCPS buses, the respondents liked that driver could track behaviors and familiarize themselves with student names and faces.

Pilot Drivers

- Drivers were unanimous in their appreciation for the system overall.
- They appreciated the ability to familiarize themselves with student names and faces, the map view and route assistance of the device, as well as the ability to track student behavior.
- Most importantly, they were excited that the system eliminates the need to compile student rosters by hand, a tedious and inaccurate task.

NWMS Pilot Students

- Over 75% of surveyed students felt it was easy to remember their bus ID badges, while over 90% of students found tapping ON and OFF the bus to be very easy.
- Prior to the pilot, students rated the behavior of their bus as 3.9 out of 5 for good behavior, and recognized that with the pilot system and device onboard, behavior onboard was 4.4 out of 5 in terms of good behavior.

NWMS Pilot Parents

- Surveyed parents would appreciate an app where they can receive notifications of bus delays and notifications when their student gets ON or OFF a school bus.

Reaxium, LLC
23123 State Rd 7. Suite 215
FL 33428

Invoice

Date	Invoice #
10/25/2017	1030



Bill To

Dynamic Integrated Security Inc.
2645 Executive Park Drive
Weston, FL 33331

Phone #	P.O. No.	Terms
4076253854	Open	Due on receipt

Item	Quantity	Description	Rate	Amount
MobCitation Setup		Mobile Citation set up fee and installation charge	500.00	500.00
Wire Info		SWIFT: CSBKUS33 (Int'l Wires) CenterState Bank of Florida, NA. 1101 First street South Winter Heaven, FL 33880 ABA 063114030 (USA only) Further Credit to: Reaxium, LLC. 23123 State Road 7. Ste 215 Boca Raton, Fl 33428-5407 Account #20380408		
Check Payments		Remit Check payments to: Reaxium LLC. c/o Jorge Zorrilla 509 S. Chickasaw Trail. #185 Orlando FL 32825		

We appreciate your prompt payment.

Total $500.00

TECHNOLOGY 4 SOLUTIONS

Maria Riquezes <mriquezes@t4ss.com>

Reaxium - Pilot program for Bus Passs

1 message

Rabener, Deborah <rabened@martin.k12.fl.us> Mon, Jan 28, 2019 at 8:05 AM
To: "Watts, Kayleen" <wattsk@martin.k12.fl.us>, "Frangella, Francesco" <frangef@martin.k12.fl.us>, "Grabowski, Garret" <grabowg@martin.k12.fl.us>, "Hall, Chris" <hallcw@martin.k12.fl.us>, "Maria Riquezes (mriquezes@t4ss.com)" <mriquezes@t4ss.com>
Cc: Edgar Zorrilla <ezorrilla@t4ss.com>, "joefox@t4ss.com" <joefox@t4ss.com>, Freddy Caraballo <fcaraballo@t4ss.com>

Please plan to attend this meeting to discuss the Bus Pass Pilot program.
Below is a link for directions to our office.
Martin County School District, Transportation Department – Building 1 (Purchasing/Warehouse)

If you have any questions please let me know.

Deborah J. Rabener
Secretary to Chief Operations Officer
772-219-1287, ext. 36118

Educational Technology, Facilities, Food & Nutritional Services, Maintenance, and Transportation

ReaXium School Bus Pilot – Day 1 & Day 2 Recaps

Day 1: 3/4/2019

1602 – SF – AM
03/04/2019
WHIPPO & MARIA

- Some stop adjustments must be made – remove 1, adjust location of 4, add 1
- 18 of 24 students with badges present
- Remaining 6 of 24 absent or graduated
- 5 students were never issued IDs
- Feedback:
    - Voice too loud
    - Dynamic routing not helping since he passes through stops out of order as he travels between them.

1903 – WF – AM / 1903 – AM – AM
03/04/2019
MUSSNAG ONLY

- Remove stops incorrectly added due to original pilot startup data
- Feedback:
    - Device smudges too much
    - Wait time voice and time, not accurate
    - Should include a clock face on main screen

1810 – CG – AM
03/04/2019
FERAUD & YOLIMA

- 24 of 30 students issued badges onboard
    - 21 of 30 students had their badges with them
    - 3 of 30 students had forgotten their badges at home
- 6 of 30 students were absent/never boarded
    - 1 of 30 students had yet to be provided their badges but she (Athena Charles) supposedly only rides in the afternoon.
- 45 students total onboard
    - Therefore, 20 students on this route were never issued badges
- Some stops missing and order needs to be redone to match BusPlanner route sheet.
- Feedback:
    - Dynamic routing not helping since he passes through stops out of order as he travels between them.
    - Numbers on counter too small – need better display of relevant information

1810 – SF – AM
03/04/2019
FERAUD & YOLIMA

- 19 students onboard total

ReaXium School Bus Pilot – Day 1 & Day 2 Recaps

- 7 students on this route were never issued badges

1810 – SF – AM, notes continued:

- 12 of 17 students issued badges onboard
- 5 of 17 students issued badges were absent
- 4 of 17 students have yet to be given their badges
- Stop order and location appeared to be correct. Could double check with driver and coordinator.
- Feedback:
    - Dynamic routing not helping since he passes through stops out of order as he travels between them.

1410 – WLC – PM
03/04/2019
FRANKLIN & YOLIMA

- There are two afternoon pickup locations. The Hope Center for Autism is missing from the pilot route as well as many other stops not included in original data.
- Most students from these stops were never issued badges.
- Feedback:
    - Would like better control of volume adjustment
    - Manual access option is too tedious and should be on main screen
    - Onboard assistant should be trained as well
    - Driver reported on 1 parent's feedback:
        - Did not want child to be responsible for pilot badge and preferred it stay onboard
- 12 of 21 students issued badges onboard
- 7 of 21 students were absent/never boarded
- 1 of 21 students were identified as not riding this bus
- 1 student onboard was never issued a badge.

1410 – MM – PM
03/04/2019
FRANKLIN & YOLIMA

- One stop is missing, Need to add between #24 & #25:
    - 7700 SE Federal Hwy
        - No badges issued for these students
- 17 of 27 students issued badges onboard

1903 – WF – PM
03/04/2019
SUB (ARNETTE) & MARIA

- Sub believes daily afternoon route is not run as per route sheet.
- Two stops to be adjusted are stop 35 and 72
- Bus has many students without badges since YMCA participants use 1903 as a shuttle to the center. 20+ students without badges used this bus and exited at YMCA
- 20 of 36 students issued badges were onboard, At least 1 student who is supposed to be on this bus was not issued a badge, but their sibling was.
- Mr. Steve returned 10 badges of students assigned to different buses or non-bus riders.

ReaXium School Bus Pilot – Day 1 & Day 2 Recaps

Day 2: 3/5/2019

1606 – PS – AM
03/05/2019
NEWTON & MARIA

- 24 of 35 students issued badges were onboard
- 5 students were never issued badges
- Feedback:
    - Students need to have badges out in their hands to not affect load times
    - Habit building will ensure students know which part of device to tap with ID

1606 – MM – AM
03/05/2019
NEWTON & MARIA

- 13 of 19 students issued badges were onboard
- 1 student was never issued a badge

Final Notes & Recommendations:

- Have drivers use provided instructions to ensure continued success with the tablet
    - Potential oversights include not taking advantage of Manual Access feature when a student forgets their badge, forgetting to end each trip, and leaving devices turned on overnight.
- We observed some card misreads due to students placing cards on the screen as opposed to the scanner. Drivers should instruct students to retry their card tap.
- Review Admin portal during peak times to see Dashboard information available.
- Generate reports available for the pilot (i.e. Timing Report, Student Access History,)
- RFID– card misread on the devices observed during morning routes on Day 1 (3/4/2019) was addressed by EOD and all RFID cards were read successfully when properly scanned on all routes on Day 2 (3/5/2019)
- Some of the pilot route data provided does not match driver knowledge of routes or route sheet in some cases. Based on driver feedback and printouts from BusPlanner, routes and stops were adjusted as necessary by EOD on 3/5/2019. Adding forgotten stops or adjusting stop location is very simple with the portal.
- For similar reasons, some of the pilot buses have riders that were never provided badges.

www.t4ss.com

509 S. Chickasaw Trail. #185
Orlando, Fl 32825

4076253854 jzorrilla@t4ss.com

Invoice

Date	Invoice #
12/4/2007	TECH122007

Bill To

Tecnocomputacion 3000, S.A.
Chiara Fragoso
Av. Sucre, Los Dos Caminos, Torre Centro
Parque Boyaca, Piso 5 Oficina 53/54
Caracas, DF Venezuela

P.O. No.	Terms
ProSen12207	Net 30

Item	Quantity	Description	Rate	Amount
LX2010	1	LogAppliance LX2010	75,895.00	75,895.00
% Disc A		Discount On Appliance	-23.00%	-17,455.85
LX2010- Gold 36	1	LX2010 36-Month Gold Support	36,429.00	36,429.00
% Disc S		Discount on Service / Support	-20.00%	-7,285.80
Shipping		FOB MIAMI	2,276.85	2,276.85
ST 3010	1	LogLogic ST3010 Aggregation Appliance	98,995.00	98,995.00
% Disc A		Discount On Appliance	-23.00%	-22,768.85
ST 3010 - Gold 36	1	ST 3010 36-Month Gold Support	47,517.00	47,517.00
% Disc S		Discount on Service / Support	-20.00%	-9,503.40
Shipping		FOB MIAMI	2,934.85	2,934.85

Thank you for your business.

Total $207,033.80

TECHNOLOGY 4 SOLUTIONS

www.t4ss.com

509 S. Chickasaw Trail. #185
Orlando, Fl 32825

4076253854 | jzorrilla@t4ss.com

Invoice

Date	Invoice #
11/9/2015	SMTT_1891

Bill To

Smartmatic International Corporation
Pine Lodge #26 Pine Road
St. Michael,
Bridgetown 11112
Barbados

P.O. No.	Terms
	Due on receipt

Item	Quantity	Description	Rate	Amount
VIU500-ATK100n	14	5" Terminal, without FPR 2G/3G, Customize OS	321.26	4,497.64
Warranty		1 Year from date of Shipment.	0.00	0.00
		Shipping and Handling is included to Panama		
WIRE Instructions		Bank Information: SWIFT: SNTRUS3A Suntrust Bank ABA 061000104 For Credit to: CNL Bank Orlando Fl 32802 ABA 063114289 Acct #215100044482 Further Credit to: Technology 4 Solutions LLC 509 S. Chickasaw Trail #185 Orlando Fl 32825 Acct #0053039970	0.00	0.00

Tax ID 56-2297031 Thank you for your business.

Total $4,497.64

www.t4ss.com

509 S. Chickasaw Trail. #185
Orlando, Fl 32825

4076253854 | jzorrilla@t4ss.com

Invoice

Date	Invoice #
12/1/2018	31210483

Bill To

Aratek Biometrics Technology Co., Ltd
2F, T2-A building.
Shenzhen Hi-Tech Industrial Par,Shenzhen
China

P.O. No.	Terms
	Due on receipt

Item	Quantity	Description	Rate	Amount
Aratek	1	Professional Services	1,447.54	1,447.54
WIRE Center State		Payment Information: SWIFT: CSBKUS33 (Int'l Wires) Center State Bank of Florida, NA 1101 First Street South Winter Heaven, FL 33880 ABA 063114030 (USA only) Further Credit to: Technology 4 Solutions LLC 23123 State Road 7. Ste 200-C Boca Raton, FL 33428-5407 Acct #20380390		

We appreciate your prompt payment.

Total $1,447.54

Tab 4 - Relevant Past Projects

Servicing Breakthrough Miami (2016 - 2018: 24 month contract)

Since its inception, ReaXium has been servicing schools and academic nonprofits in provisioning the ReaXium School Bus solution to their fleet, riders, and other stakeholders. The early adopter of ReaXium School Bus was Breakthrough Miami, a non-profit organization that provides an 8-year, tuition-free academic enrichment program that uses a student-teaching-students model to support motivated, under-resourced middle-school students through their journey of succeeding in high school, graduation, and enrollment to college.

Through a contracted bus service, Breakthrough Miami transported 800 of their 1200 scholars onboard ReaXium Ready buses. ReaXium-Ready buses refer to a bus equipped with a ReaXium Mobile Device. Breakthrough Miami administrators monitored active buses navitgating their routes in real-time, and view the constantly updated rosters of riders onboard. Breakthrough Miami drivers and students authenticated upon boarding and exiting their buses using biometric devices. Our devices are outfitted with optical fingerprint readers allowing Breakthrough Miami administrators to bypass any need to configure and distribute RFID cards. Additionally, using biometrics ensured students never forgot their ID, ensuring identification and authentication of riders was always possible.

The ReaXium team oversaw the biometric enrollment as well as the training of over 25 drivers and substitute drivers in the use of the onboard ReaXium device, starting a route, assisting onboarding and exiting riders, dispatching alerts, and more. Similarly, the team conducting various training sessions for the foundation's site directors (acting administrators at the various campuses). These site directors were trained in the use of the real-time dashboard to quickly locate a bus or student, as well as monitor incoming buses using the tracking feature. They were also trained to generate on-demand reports in regards to student ridership history, stop-by-stop timing reports and more. Access and training of the dashboard and portal was also granted to the transportation director of the third party transportation service contracted by Breakthrough Miami.

Due to a limited student database, the ReaXium team was very hands-on in developing and gathering the demographic information necessary to create a robust student database including the capture of every student's photograph and fingerprint to allow for biometric enrollment. The ReaXium team coordinated across the five Breakthrough sites and student populations to register and biometrically enroll every bus rider. Similarly, the team oversaw the bulk upload and planning of student stop assignments, stop locations, and routes to help transition Breakthrough Miami records from paper-based to electronic.

Over the course of the contract life, the Breakthrough Miami team used data gathered by the device to adjust route schedules distributed to families. Because of dense Miami traffic, the planned route was not being completed satisfactorily by the drivers. Breakthrough Miami admin could review timing reports to determine when a driver arrived at a stop and compare it to the scheduled time. This was integral for reviewing parent complaints of drivers skipping stops or in some cases arriving too early.

Pilots: Duval & Martin Counties

Since the activation of Breakthrough Miami as a client, ReaXium has conducted a series of pilots. Among them, ReaXium serviced a 5-week school bus pilot for Duval County Public Schools (DCPS) outfitting 6 First Student school buses, training 15+ First Student drivers, and registering about 150 Duval County school bus riders. Objectives of the pilot were defined as providing accurate student ridership and monitoring of driver alerts or behavior onboard. Execution and completion of the pilot, or proof of concept revealed that for the sample size selected, DCPS had been reporting to the state that ridership was 30% lower than observed actual ridership.

The pilot in Duval County was a joint proof-of-concept with student behavior system HeroK12. HeroK12 was already a vendor of a student behavior reward program in Duval County schools and wanted to extend this reporting capability to the school buses. Pivoting off the need to give drivers access to a real-time list of student riders in order to report on their behavior, HeroK12 invited ReaXium Inc. to perform a joint pilot of a student ridership and behavior tracking solution. For the pilot, the ReaXium team quickly developed a beta version of the Hero app on our own onboard ReaXium devices. Therefore drivers would use the onboard devices to start a route, follow the stop order, onboard/exit students for ridership counts, send alerts to dispatch if necessary, and ultimately, using the real-time list of present students, assign a behavior rating to each one upon completion of the trip. This is just one of the many integrations the ReaXium team is used to providing clients to supply a customized solution.

Beyond the technical requirements to establish a student ridership and behavior tracking pilot, the ReaXium team was also in charge of training the drivers in use of the ReaXium solution through the onboard tablets, as well as explaining the added component of behavior tracking. To support the pilot, the ReaXium team performed ridealongs with the pilot drivers to gain feedback on the solution and provide testing of the network connectivity. Through these ridealongs, adjustments were made on-site to ensure the pilot performed and covered all the basic needs Duval County Public Schools' Department of Transportation was interested in testing. It is important to note that similarly to the case of the City of Pembroke Pines, Duval's buses were contracted. ReaXium worked with First Student, a renowned transportation company and the largest provider of school bus services in the United States, to provide installation recommendations, establish training schedules, and more. Working directly with this third party's' mechanics, safety coordinators, dispatchers, trainers, and drivers proved integral to the success of the pilot and is a practice extended and expected in provisioning a solution for the City's solicitation.

Unlike Breakthrough Miami which opted for biometric enrollment of students and drivers, Duval students were given RFID cards to use when authenticating on and off the bus. The ReaXium team performed the matching duties to ensure the contactless cards supplied by a third party (Dowling Douglass) complied with the needed frequency and were assigned to the correct rider in the student database. This task was completed in conjunction with the district's Technology department, including the database import of the pilot students.

In coordination with the administrators at the Transportation department, the ReaXium team developed an online report following the FEFP template. Now, district administrators could set a date range and per bus have an FEFP compliant layout of the data collected concerning student ridership. In running these reports over the course of the pilot, we found ridership was being undercounted by about 30 percent.

Ongoing at the time of submission of this proposal is a ReaXium School Bus pilot for Martin County School District's Transportation Department. The ReaXium team outfitted 5 standard school buses, trained 10+ drivers and substitute drivers, and registered over 200 Martin County school bus riders. Martin County, like Duval County, opted to configure and distribute RFID cards for their pilot program riders so that student ridership could be conducted upon boarding and exiting the buses.

Provided BusPlanner's routing for the 5 pilot buses, the ReaXium team used the solution portal's tools to create stops, create routes, and assign students to the correct stop. In a future project, an integration with the district's Bus Planner data would ensure ReaXium tablets always displayed the most up-to-date routing established by transportation coordinators. Labeled RFID cards were procured, configured, tested, and distributed to the over 200 students participating in the pilot. Students for the pilot buses span from kindergarteners to high school seniors. Like in Duval, ReaXium solution specialists conducted training for administrators on dashboard and portal use. They also trained and accompanied drivers on ridealongs of the pilot selected routes.

Other transportation & technology

Beyond school transportation, ReaXium has applied the same principles of the ReaXium School Bus solution to other fleets. For instance, ReaXium has worked with a senior daycare center in Miami to monitor door-to-door routes and senior participants' ridership. Always At Your Side Adult Day Care in Miami Lakes operates two buses for door-to-door services to over 40 participants. The experience presented unique challenges in terms of dynamic route planning and routing assistance for drivers, but led to developments adopted for other clients facing similar needs. Despite outside the scope of pupil transportation, the need to identify and track other sorts of passengers has allowed our team to develop features for drivers and administrators that benefit the pupil transportation market.

In general, ReaXium has built the tools necessary to provide a fleet with geo-localization of their units, an interface for drivers or substitute drivers for managing routes, riders, and any dispatched alerts, real-time notifications to key stakeholders such as administrators through a portal or parents through a mobile app, and most importantly, the enrollment, registration, and authentication of drivers and riders to know who's who onboard all buses.

Beyond School Buses: Identity Authentication & Easy Reporting

Using identification and biometric authentication as the main components to verifying and securing ridership, ReaXium's identity management has also spurred our secondary solution development efforts towards optimizing security force practices. Whether for public or private officers, ReaXium has developed an electronic citation issuance system that begins with officer authentication. From there, a

customized wizard allows one to follow step-by step modules to complete and issue a citation. The solution allows for the quick scan of barcode driver's license, photo evidence capture, and remote onsite printing, all while syncing collected data in real-time with records on the cloud. This solution and our servicing to activated clients demonstrates the continued robustness, as well as the flexibility of our system. We configure and customize to ensure we are providing a solution of best-fit. With Mobile Citation, clients also count on mobile devices, real-time connectivity, notifications, and synchronizations, as well as a comprehensive dashboard for on-demand reporting.

References for these opportunities are available in Attachment M: References Form which was submitted electronically through the BidSync portal.

List of ongoing projects/contracts:

1. Martin County School Bus Pilot
    a. Status: Active
    b. Projected Termination: May 2019
    c. Expectation: Contract Proposal & Negotiation
2. Allied Universal Mobile Citation Contract
    a. Status: Active
    b. Projected Termination: April 2019
    c. Expectation: Contract Renewal & New Business
3. IDEMIA Citation Collaboration - Integration Project
    a. Status: Active
    b. Projected Termination: N/A
    c. Expectation: Continued integration and technical partnering
4. Municipality of Mar del Plata in Argentina
    a. Status: To be signed in March 2019
    b. Project Termination: 24 Months
    c. Expectation: 150 Mobile Citation Devices activated
5. Municipality of San Juan Province, Argentina
    a. Status: To be signed in March 2019
    b. Project Termination: Minimum of 24 Months
    c. Expectation: 120 Mobile Citation Devices activated
6. School Bus Solution in Bogota, Colombia
    a. Status: To be signed April 2019
    b. Project Termination: Minimum of 24 Months
    c. Expectation: 50 School Bus & 850 Students

Tab 5 - Firm's Understanding and Approach to the Work

We have what you're looking for.

Through the contracting of Operation and Management of Transportation Services, the City of Pembroke Pines is continuing to provide their students and academic community resources and secure services for pupil transportation. However, beyond the provisioning of safe buses, qualified drivers, and bus schedules; transportation services for the City's Charter Schools still require a level of technology support to supply GPS tracking, accurate ridership, real-time monitoring, and efficient notifications. The City's five charter school campuses, serviced by fifty school buses, providing services to roughly 2,496 student riders implies a network of key stakeholders who can benefit from these technologies being incorporated.

In order to satisfy the technology needs of GPS tracking, accurate ridership, real-time monitoring, and efficient notifications, ReaXium will help the City achieve them in the following ways:

- *GPS tracking onboard buses* increases efficiencies across multiple levels. For instance, fleet operators and dispatchers can have better control of outgoing and incoming buses, as well as more information for assisting buses already on route in regards to route changes, detours, or emergencies. Similarly, school-level administrators can use GPS information about their incoming buses to further optimize their school bus loop for morning drop-off and afternoon pick-up. Finally, providing GPS information to student riders' parents or guardians can reduce or quickly resolve phone calls to dispatch, front offices, and more by ensuring parents have real-time information about their child's bus. Every student is accounted for before school starts and after school ends for the day.

- *Accurate ridership counts* allow the fleet operator and City to reduce inefficiencies in regards to underutilized stops, routes, or buses. Beyond just a mere count, identification of riders per bus in real-time means administrators can now know who's onboard which bus. Similarly, parents or guardians can receive notifications of their particular student's status either having boarded or exited their school bus. Additionally, by registering ridership, the City can now further enforce a 'right-ride guarantee' wherein riders are allowed to board their designated school bus or exit at their designated stop, otherwise drivers are alerted and given details to help these students get to the correct place.

- *Real-time monitoring* of school bus transportation services expands on the capabilities of GPS tracking and accurate ridership. Offering a complete cloud-based solution promotes constant connectivity and communication between the buses on route and administrators at their respective stations, whether that is dispatchers at the bus facilities or faculty at the school site.

These administrators can see the locations of their buses, their passengers, and any status change or alert sent by drivers, all in real-time.

- Having *a notification engine* associated to the City's charter school bus services increase efficiencies in a plethora of cases. Notifying parents or guardians daily of bus arrival, student boarding, student exiting, and more means parents have access to real-time information and can better plan to adhere to bus schedules. In times of emergencies of varying levels, administrators and families can benefit from receiving notifications as it provides more information faster, and allows drivers and riders to focus on the emergency at hand. Drivers can send alerts from their buses that provide administrators and city officials details such as emergency type, location, time, and real-time roster of all involved.

Solution Overview

In response to the City of Pembroke Pines request for proposals to outfit their charter school bus fleet, operators, and stakeholders with these key technologies and features, ReaXium presents the ReaXium School Bus Solution.

ReaXium School Bus is the student safety solution for school bus transportation ensuring everyone stays connected throughout the daily transport process. ReaXium is the safest route for students providing the City of Pembroke Pines the tools to improve and secure student transportation.

By outfitting the charter school bus fleet with one ReaXium device per bus, the City will have access to GPS tracking, accurate ridership, real-time monitoring, and an efficient system of notifications for their community of charter school administrators, families, drivers, and students. By activating ReaXium School Bus, the City of Pembroke Pines will effectively introduce identity, visibility, and security through technology to expand and optimize the transportation services to charter schools.

The ReaXium School Bus solution combines hardware, software, and services. Mobile biometric devices are mounted onboard the City's charter school buses. These devices serve as a GPS unit, driver route assistant, and student ridership counter. Drivers and riders authenticate or check-in to the installed devices using their fingerprint or RFID-enabled ID card, if applicable. By enrolling riders and drivers, the City can accurately monitor ridership on any of their buses when these passengers scan their provisioned ID cards. Equipped with SIM cards, the devices are constantly syncing to the cloud server with their geo-localization and the status of the routes and passengers.

This information is instantly available to other key stakeholders of the school and community through a variety of software applications. The ReaXium dashboard and portal allows administrators at the city, school, or fleet level have real-time monitoring of their active buses and the riders onboard, as well as access to generate activity reports based on bus, route, riders, etc. The ReaXium App grants subscribed stakeholders, such as parents or guardians of bus riders, the ability to receive notifications of their bus or student status. When a student authenticates with the onboard mobile device, their parent/guardian(s)

receives a notification through the app that they have successfully boarded, including time and location information for this action. App users can also review route information and track their student assigned buses in real-time.

As a managed service, the ReaXium School Bus solution benefits the City by ensuring access to the most up-to-date and tested software versions, hardware repairs and exchanges, as well as guidance and support in regards to training and enrollment.

Hardware

The ReaXium Mobile Devices are rugged tablets with the following features:

- Android 5.1 operating system
- Quad-core 1.3GHz processor
- 7” capacitive multi-touch display
- Front (2MP) and rear (8MP) cameras
- Micro USB port
- 6000 mAh battery
- Optical fingerprint scanner (can be covered, if needed)
- RFID card reader
- Barcode (1D/2D/QR) scanner
- Wireless communications: Bluetooth, WiFi, 3G/4G/LTE, GPS enabled

The ReaXium Mobile Devices include a micro-USB charger cable and box.

Hardware requirements for mounting will be decided following bus evaluation where holder, placement, attachment materials, and more will be recommended and subject to approval. Price of installation materials is included in the set-up price per device; however labor for installation will be coordinated in conjunction with the fleet operator, manager, and/or technicians.

Software

ReaXium Device App

Each onboard device will come preloaded with the most up-to-date version of the ReaXium School Bus App. This Android application serves as a registration and enrollment tool for the City, as well as for the daily operations of the driver and routes.

The application can only be accessed provided a unique login. Administrators may use their ReaXium login credentials (see ReaXium Web Portal & Dashboard) to access the administrative module of the device app. In the administrative module, users can continue registration of drivers or passengers, as well as edit any existing authentication methods. The City can use the same devices to enroll riders or drivers by capturing their pictures, fingerprints (if applicable), or configuring RFID cards.

More importantly, the ReaXium Device App will be used daily by drivers. In order to access the app, drivers will have to authenticate their identity. The methods currently available and subject to the City's decision are: username and password, 4 digit pin code, fingerprint, and/or RFID card.

Upon authentication, the driver will be able to see a list of routes available on that device. They will then select the appropriate route at the time to start it. Once started, administrators will be notified of a newly activated route (see ReaXium Web Portal & Dashboard), and the notification process to families of bus arrivals will begin (see ReaXium Mobile App). During the route, the driver will have voice assistance regarding the next stops and wait times. Additionally, they will see how many and which students to expect per stop. When a student boards, they will also authenticate using either their fingerprint, if applicable, or student ID card (RFID-enabled). When successfully authenticated, the passenger roster for that bus will be updated in real-time and the student's family will be notified of their status. Students will also authenticate when exiting their school bus.

The device provides a right-ride guarantee meaning that if a student is trying to board the incorrect bus or exit at the incorrect stop, the device will show the driver and student their correct information to quickly direct the student to the right place. In the event of an emergency, incident, or delay, the driver will be able to notify administrators and families with the push of a button using an array of customizable alert options. Finally, upon reaching their final destination, drivers will be able to see if any students remain onboard and have not authenticated.

Constantly syncing to the cloud, the device app allows administrators and families to have access to real-time information including student ridership, route status, and bus location.

This software component will be subject to version updates throughout the contract period in order to provide the City of Pembroke Pines with the greatest level of service. Improvements to the software are subject to client feedback, product changes, and development timeline. Such software updates will be coordinated with the City's fleet operator to reduce or eliminate disruption to regularly scheduled service.

ReaXium Web Portal & Dashboard

The ReaXium School App is an easy-to-use web based administrator portal used to register, manage, and monitor the information of your school bus fleet, routes, and students. Administrators have a complete view of their transportation system including the ability to remotely track their fleet and monitor their ridership.

This portal is accessible through a web browser and requires a unique login to access. The City will be able to select which administrators at the City or school-level should receive access to the web portal and dashboard. City-level administrators will be able to directly oversee all charter schools and the buses servicing them, whereas school-specific administrators will have access to their school's riders and buses.

The ReaXium School App's dashboard view will give administrators a real-time look at the status of the City's charter school transportation services. Counters highlight the number of passengers transported and routes started that day, as well as the number of alerts dispatched, if any. A notification timeline logs all of the activity of the ReaXium Devices in the fleet in real-time, such as notifications about routes starting and ending, as well as any alert sent by a driver from their onboard device. Selecting a bus displays an onboard student roster. The dashboard also includes a map view of the device/bus locations in real-time. Active buses will be shown in green. If selected, the route they have activated will be displayed on the map and their onboard student roster will be shown.

Aside from the real-time dashboard that shows daily fleet performance, the web portal also allows administrators to manage their stops, routes, and riders. The portal contains the database of these ecosystem components and allows administrators to add new users, stops, or routes to their ecosystem quickly and efficiently. In other words, if an administrator needs to revise a route, they can do so from their workstation and the newly revised route will be able on the appropriate onboard devices just by syncing. Remotely managing the students, drivers, and trips planned is just one of the great features of the ReaXium School Bus solution.

Whereas the dashboard provides a real-time view of fleet status and route performance, including ridership, the portal can also be used to generate a variety of reports using historical data of all trips run, students serviced, and incidents logged. These reports are available for download and distribution. Some of the reports currently available are route reports, stop timing reports, student access history, bus reports, and more.

ReaXium Mobile App

The ReaXium School Bus solutions gives parents, guardians, families, and other stakeholders the best solution for managing the safety of their students while onboard their school's bus transportation services. Available for Android and iOS devices, the ReaXium Mobile App has real-time notifications of a student's school bus route, location and status.

Parents, guardians, and/or authorized extended family members of students serviced by the City of Pembroke Pines charter school bus transportation will be eligible to subscribe to ReaXium for access to the mobile app. The app is available to download from the Apple App Store and Google Play Store, however it requires a username and password to access.

Parents or others described above can authenticate their relationship to a student of the City using an online form requiring certain information for verification of said relationship. Then, these users are asked to subscribe to the service through a recurring monthly fee (annual payment options may be made available). Upon verification/authorization and payment, these users will create or be provided a unique set of login credentials, including username and password to access the ReaXium Mobile App.

This set of login credentials is only valid for one user and will only work at one login session at a time from one device.

ReaXium Approach & Work Plans for Implementation & Operation

Under a service contract agreement, ReaXium will implement and support the ReaXium School Bus solution for the City of Pembroke Pines fleet servicing Pembroke Pines charter schools. ReaXium in coordination with the City's fleet operator, currently the Transportation Authority Inc. will install and equip the City's charter school bus fleet with mobile biometric devices. These devices will be used daily by drivers to initiate routes or trips as defined by the school bus route schedules of the City schools.

The City's database of stops, routes, and riders will be used to create their ecosystem within ReaXium in order to appropriately display to drivers the routes they are responsible for operating, as well as the information of the students they are expected to service. By biometrically enrolling (or provisioning ID cards) to drivers and students, all passengers can authenticate upon boarding or exiting a school bus.

Administrators and other stakeholders, such as parents, stay connected to the school bus services through cloud-based apps. A comprehensive dashboard and portal gives administrators tools to monitor and manage their fleet and riders in real-time, as well as access to generate a variety of reports. The ReaXium App, a mobile app for parents or guardians, notifies users in real-time of any change in bus status or their particular student's activity, whether checked ON or OFF a City charter school bus.

As a managed service provider, the ReaXium School Bus solution is activated under a monthly subscription model wherein clients pay an initial set-up fee and a monthly fee per device thereafter. This information is expanded upon in the Project Cost and Revenue Sharing Option sections of this document.

The service fee for ReaXium will be 100% voluntary and to be paid by interested parents or guardians by subscribing to the ReaXium App, creating no financial obligation to the City. This service contract should run a minimum of 36-months during which ReaXium will provide monetary contributions to the organization of the City's choosing as a percentage of the monthly service fees collected once revenues from subscribers is sufficient.

Our approach to supporting this solicitation is under a managed services model. We are here to assist, guide, and monitor the implementation and operation of the ReaXium School Bus solution for the City. This includes preparing the City for implementation. We must configure 50 ReaXium devices, 2500 student RFID cards, and the City's ecosystem in the ReaXium portal. The following bulleted list lays out the various tasks to tackle in the preparation, implementation, and daily operation of the ReaXium School Bus solution.

- PREPARATION
  - Onboard Hardware
    - 50 devices + 2 spares (52 SIM cards inserted & activated)
    - 50 holders + 2 installed spares on backup buses
  - Student IDs - RFID/contactless
    - Blank and ready to configure cards can be procured

- Client Activation
  - Create City of Pembroke Pines & school profiles in dashboard
- Software Components
  - Device App
  - Administrator Dashboard
  - Mobile App
    - Subscription Web Portal for Access
  - Device Android Settings/Configuration
- Documentation
  - Service Activation Contract
  - Rollout Schedule
  - Training guides for drivers & administrators
  - Resources for families & students

- IMPLEMENTATION
  - Installation
    - Coordinate with fleet coordinator for holder, device, and power source installation onboard primary buses as well as back-up vehicles
  - Training
    - Drivers
      - Onsite Device Handling
      - Bus Ridealongs
      - Video training available
    - Administrators
      - Onsite Portal/Dashboard Use
      - Onsite Device Handling
      - Video training available
  - Configuration/Customization
    - Database Upload
      - Bus stops & routes
      - Users: students, guardians, drivers, administrators
  - Registration
    - RFID card activation (and/or distribution if no cards currently in use)
    - Picture capture of students & drivers
  - Testing
    - Route testing
    - Authentication checks
    - Driver ride-alongs
- DAILY OPERATION
  - Technical Support
    - Device Monitoring
    - Customer Support
    - Updated guides & manuals
    - Latest software versions

Considerations of Relevance

We have no concerns of significance regarding the City's and schools' ability to seamlessly implement this system.

Why ReaXium?

Our objective at ReaXim for all of our clients is to help address their pains, and create a tailor-fit solution to solve it. We do not believe in creating one solution and providing that to all clients, as every situation is unique. Beyond just provisioning this visibility and flexibility to the City, we have the tools already created and tested to make sure all stakeholders, such as drivers, dispatchers, parents, administrators, and more, stay connected and receive notifications pertinent to ensuring the most efficient operation of school bus transport services. ReaXium School Bus is the best solution to fit the City's needs as described, and beyond.

While authentication with RFID is the option best fit for the City's students today, the ReaXium device already comes equipped with an optical fingerprint reader. This suggests that when the City is ready to phase out the need to distribute and replace cards for all riders, they can upgrade to a safer and more reliable method of verifying student rider identities. Whether using cards or biometrics, the City can rely on the most precise ridership counts providing the highest capture rate for maximum leveraging of state and federal dollars for transportation funding. With ReaXium, the City of Pembroke Pines can be prepared for the future.

Our ability to customize based on the City's needs can extend the benefits of implementing this solution beyond the features requested. Being an all-in-one solution comes complete with these bridges of communication created between drivers and their devices, administrators and their dashboards, and users with their mobile apps.

There are many reasons our solution is the best fit for what the City of Pembroke Pines is soliciting in this bid, but most important to consider are the reasons our proposal for this project is the most effective and beneficial to the City.

First and foremost, our managed service approach means ReaXium project managers, trainers, and solution specialists are with you every step of the way. A local technical support team is on-hand for training, onboarding, customization, and configuration of the details of the system to the City's liking. No only that, with our headquarters just a quick drive from Pembroke Pines, City officials and administrators will have access to all levels of management to assist in implementing and monitoring the system. With our model, there's no need for the City to make a large capital expenditure in technology hardware. We provide a service. Similarly, our clients always have the latest versions and releases with system-wide

improvements available, while maintaining the careful customization and configuration unique to their operation.

The proposal ReaXium is presenting is the most financially beneficial to the City. By proposing a subscriber financed model for the project, implementing our system could present no cost to the city. Considering a high adoption of subscribers to the mobile app, ReaXium would like to share excess revenue generated with the City once system costs are covered. A subscriber financed model not only provides a potential for revenue, but it also strengthens the scope of implementing this project by providing the City a direct connection to families. The mobile app will act as another great communication tool to harness for this project.

Tab 6 - Project Cost

Attachment A: Contact Information Form was submitted electronically through the BidSync portal.

Find a sample copy of a ReaXium's invoice at the end of this section before Tab 7. This sample invoice demonstrates that our billing rate schedule generally includes an upfront set-up cost per device and a monthly service cost per device. This current billing rate schedule is generally what is used under a client financed project, but will not apply if the City chooses to finance the project using the alternatively proposed revenue-sharing subscription based model.

Pricing was also submitted through the BidSync portal's designated line items as listed below.

Line Items:

1. ED-18-02--01-01 - Hardware & Equipment: GPS Hardware
    a. Qty: 50
    b. Unit price: $600.00 USD
    c. Includes Rider Authentication Device, Driver Interface Device - all in one tablet. (ED-18-02--01-02 & ED-18-02--01-03)
2. ED-18-02--01-04 - Hardware & Equipment: Rider Authentication RFID Card
    a. Qty: 2500 units
    a. Unit price: $0.50 USD
2. ED-18-02--02-01 - Software Package: Software
    a. Qty: 1 package
    b. Unit price: Not applicable (N/A)
    c. Licensed Users: Unlimited/Included
3. ED-18-02--02-02 - Software Package: Additional Licensed Users
    a. Qty: 1 each
    b. Unit price: Unlimited/Included
4. ED-18-02--02-03 - Software Package: Implementation
    a. Qty: 1 fee
    b. Unit price: $6,000.00 USD
5. ED-18-02--02-04 - Software Package: Training
    a. Qty: 1 fee
    b. Unit price: $3,000.00 USD
6. ED-18-02--03-01 - Alternative: Revenue Sharing Option, Subscription-Based Model: Monthly System Cost per Bus
    a. Qty: 50
    b. Unit price: $150.00
7. ED-18-02--03-02 - Alternative: Revenue Sharing Option, Subscription-Based Model: Fee per Student (Monthly)
    a. 1 each

b. Unit price: $5.00 USD

8. ED-18-02--03-03 - Alternative: Revenue Sharing Option, Subscription-Based Model: Percentage of Revenue Paid to City
    a. Percentage: 10%
    b. Frequency: bi-annually
    c. Required Term: 50 months

Explanations & Assumptions

Pricing for Hardware & Equipment items ‘Rider Authentication Device’ and ‘Driver Interface Device’ is included in the pricing provided for GPS Hardware since the ReaXium Device is an all-in-one tablet. The ReaXium Device has the GPS Hardware, the Rider Authentication, and the Driver Interface in one unit.

Pricing for Hardware & Equipment item “Rider Authentication RFID Card” is based on blank and ready to configure RFID cards compatible with the ReaXium Devices’ RFID reader.

Pricing for Software Package with a number of licensed users is not applicable (N/A) in our case. Our software components are integrated in one platform and include the (1) driver device application, (2) the web-based administration app (portal & dashboard), and (3) mobile application for stakeholders such as parents and guardians. The pricing for our software package is based on a service subscription license to our complete suite of cloud-based software applications that is available for unlimited users. For this reason, we could not submit a unit price for the quantity of one package. Similarly, there is no associated cost to provide access to additional users.

ReaXium, Inc.
23123 State Road 7, #200C
Boca Raton, FL 33428

Invoice

Date:	Invoice #

Bill to
< Customer Name > Attn: < Billing Contact > < Customer Address >

Phone #	P.O. No.	Terms
407-625-3854	Contract	Due on receipt

Item	Qty	Description	Rate	Amount
Set-Up Fee per device	100	**Upfront set-up cost** for system configuration, telecom activation, hardware distribution, software customization, testing, training, subscriber invitation	200	20,000.00
Monitoring Service per device	100	**Monthly service cost** for system monitoring including device monitoring, customer support, and software/hardware support	150	15,000.00
Wire Info		SWIFT: CSBKUS33 (Int'l Wires) CenterState Bank of Florida, NA. 1101 First Street South Winter Haven, FL 33880 ABA 063114030 (USA only) Further Credit to: ReaXium, Inc. c/o Jorge Zorrilla, Admin office 509 S. Chickasaw Trail, #185 Orlando, FL 32825		
Check Payments		Remit Check payments to: ReaXium, Inc. c/o Jorge Zorrilla, Admin office 509 S. Chickasaw Trail, #185 Orlando, FL 32825		
Thank you for your business			**Total**:	35,000.00

SAMPLE

Tab 7 - Revenue Sharing Option

ReaXium Inc. is excited to present the City an alternative model for financing this project wherein the costs of the system are covered by a monthly subscription based model. Stakeholders such as parents or guardians that choose to subscribe for the monitoring services are charged a monthly fee per student, and the revenue from that fee is used to cover system costs. In this way, the system will not cost the city anything from day one. At breakeven point of costs, there will be revenue sharing.

The proposed percentage split of Excess Revenue generated is as follows:

- ReaXium share: 90%
- City share: 10%

This 90/10 split is based on the fact that ReaXium covers any and all costs associated with the implementation and function of the full service, with the City having zero out of pocket expenses, and thus ever only being in a positive revenue position. The City's share of the split revenue will be payable at a bi-annual frequency. The required term has been determined to be 50 months, excluding the summer months as relayed to us by the CIty to our inquiry regarding summer programming.

Stakeholders such as parents and guardians that subscribe to the service will be able to securely access the ReaXium App by paying a monthly fee per student. The table below demonstrates how excess revenue will be shared when revenue generated from mobile app users paying a monthly fee per student exceeds the monthly system cost of the ReaXium School Bus solution.

It is important to note that we will be charging users a monthly fee **per student.** This suggests that a family with students on buses for different schools will pay the monthly fee for each of the students they wish to be connected to. Therefore, if multiple stakeholders (mother, father, grandparent, guardian, etc.) subscribe to use the app with unique login access, each user will have to pay a fee to connect to a particular student. For this reason, we can theoretically generate revenue from more than 2500 student fees being paid monthly.

Price per bus = $150.00 per month

Quantity of buses = 50

Fee per student = $5.00

50 buses x $150.00 per bus = $7,500.00 monthly cost

The following table demonstrates how excess revenue generated would be shared:

	1000 students	1500 students	2000 students	2500 students	3000 students
Total Revenue (# of student x fee)	$5,000.00	$7,500.00	$10,000.00	$12,500.00	$15,000.00
System Cost	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00
Excess Revenue	($2,500.00)	$0.00	$2,500.00	$5,000.00	$7,500.00
ReaXium share (90%)	N/A	N/A	$2,250.00	$4,500.00	$6,750.00
City share (10%)	N/A	N/A	$250.00	$500.00	$750.00

Tab 8 - Other Completed Documents

The following pages include the requested attachments:

1. Attachment B: Vendor Information Form & a W-9
2. Attachment C: Non-Collusive Affidavit
3. Attachment D: Sworn Statement on Public Entity Crimes Form
4. Attachment E: Local Vendor Preference Certification
5. Attachment F: Veteran Owned Small Business Preference Certification
6. Attachment G: Equal Benefits Certification Form
7. Attachment H: Vendor Drug-Free Workplace Certification Form
8. Attachment I: Vendor Certification Regarding Scrutinized Companies List
9. Attachment J: Proposer's Completed Qualification Statement

(OFFICE USE ONLY) Vendor number: _____

Vendor Information Form

Operating Name (Payee)	ReaXium Inc.		
Legal Name (as filed with IRS)	ReaXium Inc.		
Remit-to Address (For Payments)	509 S Chickasaw Tr.		
	Suite 185		
	Orlando, FL 32825		
Remit-to Contact Name:	Jorge Zorrilla	**Title:**	Administrator
Email Address:	jzorrilla@t4ss.com		
Phone #:	(407) 625-3854	**Fax #**	(561) 717-8046
Order-from Address (For purchase orders)	509 S Chickasaw Tr., Ste. 185		
	Orlando, FL 32825		
Order-from Contact Name:	Jorge Zorrilla	**Title:**	Administrator
Email Address:	jzorrilla@t4ss.com		
Phone #:	(407) 625-3854	**Fax #**	(561) 717-8046
Return-to Address (For product returns)	23123 State Road 7, #200C		
	Boca Raton, FL 33428		
Return-to Contact Name	Maria Sylvia Riquezes	**Title:**	Solutions Specialist Manager
Email Address:	mriquezes@reaxium.com		
Phone #:	(561) 717-8042	**Fax #**	(561) 717-8046
Payment Terms:	Monthly Invoice		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☑ **Corporation** — **Federal ID Number:** 81-3135260
- ☐ **Sole Proprietorship/Individual** — **Social Security No.:**
- ☐ **Partnership**
- ☐ **Health Care Service Provider**
- ☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**
- ☐ **Other (Specify):** _____

Name & Title of Applicant Maria Sylvia Riquezes, Solutions Specialist Manager

Signature of Applicant _____ **Date** 03/15/2019

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ReaXium Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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 FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
23123 State Road 7, #200C

Requester's name and address (optional)

6 City, state, and ZIP code
Boca Raton, FL 33428

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 1 - 3 1 3 5 2 6 0

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶** MJiguezJr | **Date ▶** 03/15/2019

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Supplier Response Form

City of Pembroke Pines Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Representative,
(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: Maria Sylvia Riquezes

Title: Solutions Specialist Manager

Name of Company: ReaXium Inc.

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **mriquezes@t4ss.com**

Password •••••••••••• *

Save | Take Exception | Close

* Required fields

City of Pembroke Pines

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

1. This sworn statement is submitted ReaXium Inc.
(name of entity submitting sworn statement)
whose business address is 23123 State Road 7, #200C, Boca Raton, FL 33428
and (if applicable) its Federal Employer Identification Number (FEIN) is 81-3135260. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Maria Sylvia Riquezes and my
(Please print name of individual signing)
relationship to the entity named above is authorized representative.

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.)**

Maria Sylvia Riquezes
Bidder's Name

Signature

ReaXium Inc.
Company Name

03/15/2019
Date

City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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.

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)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with 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.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with 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.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: ReaXium Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Maria Sylvia Riquezes

City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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).

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)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: ReaXium Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: Maria Sylvia Riqueze



City of Pembroke Pines

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: ReaXium Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: Maria Sylvia Riquezes

City of Pembroke Pines

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.

ReaXium Inc.

Company Name

Maria Sylvia Riquezes

Authorized Signer Name

Authorized Signature

City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135.

I, Maria Sylvia Riquezes, Solutions Specialist Manager, on behalf of ReaXium Inc.,
Print Name and Title — Company Name

certify that ReaXium 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.

Maria Sylvia Riquezes, Solutions Specialist Manager — MSRiquezes
Print Name / Title — Signature

ReaXium Inc.
Company Name

Supplier Response Form

Attachment J

City of Pembroke Pines

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

ReaXium Inc.
23123 State Road 7, #200C
Boca Raton, FL 33428

Contact Person's Name and Title: Maria Sylvia Riquezes, Solutions Specialist Manager

Contact Person's E-mail Address: mriquezes@reaxium.com

PROPOSER'S Telephone and Fax Number: 5617178042, 5617178046

PROPOSER'S License Number: P18000055278
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 81-3135260

Number of years your organization has been in business 3

State the number of years your firm has been in business under your present business name 3

State the number of years your firm has been in business in the work specific to this solicitation: 3

Names and titles of all officers, partners or individuals doing business under trade name:

Edgar Zorrilla, CEO & President

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Mariana Zorrilla
Garzor Insurance
4369 Hunters Park Lane
Orlando, Fl 32837
(321)-206-8035 Ext. 407

Have you ever failed to complete work awarded to you. If so, when, where and why?

N/A

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes.

Will you subcontract any part of this WORK? If so, give 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).

No.

The foregoing 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.

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.

N/A

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).

N/A

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.

N/A

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.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No.

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

In the past three years, we have been participating in several projects and pilots that prove our robust and flexible school bus platform is working in full. Pilots like the one in Duval County, Martin County, and operating projects like the one for the Breakthrough Miami Foundation, with great success, made us the best school bus solution featuring tracking and ridership in the state. More details about these contracts

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

ReaXium Inc.

(Company Name)

Maria Sylvia Riquezes

(Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **mriquezes@t4ss.com**

Password *

Save | Take Exception | Close

* Required fields

Tab 9 - Business Structure, Licenses, and Professional Registration Certificates:

The following two pages include copies of the state license and business tax receipt for ReaXium.

State of Florida
Department of State

I certify from the records of this office that REAXIUM, INC. is a corporation organized under the laws of the State of Florida, filed on June 18, 2018, effective May 5, 2016.

The document number of this corporation is P18000055278.

I further certify that said corporation has paid all fees due this office through December 31, 2019 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of March, 2019

Secretary of State

Tracking Number: 6514469410CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
23123 STATE ROAD 7 STE 200C
BOCA RATON, FL 33428

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0460 TECHNOLOGY DEVELOPMENT	REAXIUM INC		U19.361769 - 03/25/19	$301.25	B40198666

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

REAXIUM INC
REAXIUM INC
23123 STATE ROAD 7 STE 200C
BOCA RATON, FL 33428

LBTR Number: 2019116647
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Tab 10 - Additional Information

In addition to the responses to Section 1.5 of the RFP detailed below, ReaXium will be providing the following additional information:

- Firm Representative Authorization Letter attached
- Solution brochure attached
- Technical specifications sheet for the ReaXium Device attached
- Links to solution and other related videos:
    - https://youtu.be/RY6LW4QGoZ8
    - https://youtu.be/BHCAM2Zxzs8
    - https://youtu.be/FZXDaNExlWQ

Response to Bid's Technical Specifications (Section 1.5)

1.5.1 Student Data Requirements

The system does have the ability to manually add, delete or update student profiles independently, store a photograph of the student and import photographs (in batch or individually) from the student information systems. It also can allow the user to protect certain student records or attributes and it can also store the school of residence.

The system can provide the ability to store emergency contacts with phone numbers and a note indicating the relationship of the contact to the student. It can allow the user to enter notes in paragraph form in a customized version if agreed to add as a must have feature. The system can store a Family ID code and use that code to group students into Families. It can provide the ability to use the Family ID to allow the user to apply changes made to one student to other students in the same family and it can also provide the ability to attach files in standard formats to the student record in a customized version if agreed to add as a must have feature.

1.5.2 Importing Student Data/Rollover Requirements

The system does have the ability to accept ASCII downloads in fixed-field, comma delimited, or tab-delimited formats. It will also allow Transportation personnel to grade advance students to begin work on the next year's routes without altering the routes (or students) for the current year or creating a separate database.

The system can provide the ability to preview the import prior to running to verify that it will import properly and can also allow the official district rollover data to be imported into the data used for next year's routes without altering any current routes.

1.5.3 Geocoding

The system provides the ability to automatically accept standard variations in particular Google Maps plugin and provides the ability to automatically recognize simultaneously situations where a single street is known by more than one name, allowing either name to be a match for the map. It also allows for manual geocoding.

The system can provide the ability to export student and bus stop locations for purposes of the district using other programs to graphically display this information. It can provide the ability to provide batch address matching and a report. It can provide the ability to automatically geocodes students, individually or in batches, based on their house number and street name and also provides the ability to accurately locate a student where the same address occurs more than once in the map

1.5.3 Geographic Information System Requirements

The system does have the ability to provide an electronic map that represents the district streets, including known subdivisions or other roads up to the time of delivery of the system. It has satellite views displayable on any map. It does have the ability to scale automatically as the map scale is altered and allows subsequent and periodic importing of a new map from commercially standard mapping formats. It does have the ability to utilize Tax Parcel data or structure point data for geocoding, and also the ability to display icons for schools and other landmarks.

It does provide Student information, Full database query capabilities and GPS real time tracking.

The system can allow users to adjust a stop address point in map. It can provide the ability to edit the map from any map in the system and import of subsequent and periodic changes in the boundary layer information from the commercially available formats. It can provide the ability to manually pin students to their assigned stop and can offer a one-click link to Google Street View, where a user can click on any map, and a browser automatically launches to that location on Google Street view. It can provide the ability to changes or customizations in the map while accepting the new information from an imported map and display non-transportation related features such as waterways, airports, railroads, etc. It can provide the ability to have flexible definition of colors and symbology that should assist in the differentiation of various routing tactics. It can provide the ability for Custom Report generation, Boundary Planning and Demographics analysis.

1.5.4 Student Safety Features

The system does have the ability to automatically assign a student to a specific safe corner or safe pick up/drop-off location, as determined by the Transportation Contractor.

It can have the ability to automatically restrict particular corners that are deemed unsafe by the Transportation contractor so that students cannot be automatically assigned to that corner in a customized version if agreed to add as a must have feature

1.5.5 Scheduling Future Changes

The system does have the ability to allow for continuous alternate scheduling. Through the “week planner” feature and allows all changes to student transportation requests to automatically occur in the week containing the change date.

The system can have the ability to allow for future changes to a student’s address and/or transportation needs to be scheduled for the date on which changes are to occur. It can have the ability to allow all changes in transportation pursuant to the scheduled changes will be visible on the record with the change, and show the assignments that will be used unless route changes are made in the interim.

1.5.6 Student Filter Functions

The system does have the ability to allow the user to search for student records on any of the displayed student fields and find any student whose transportation information (such as bus stop, bus number, route/run number, or time at the bus stop) has changed since the last time notifications were printed.

The system can have the ability to find students whose ride time exceeds an input number of minutes. It can allow the user to create customized filters linked with and/or clauses. It can allow the user to store commonly used filters with a name and to call up that filter by the stored name and filter students whose home location is not (or is) located on the map in a customized version if agreed to add as a must have feature. It can also have the ability to filter students inside or outside of any selected boundary.

1.5.7 Routing Functions

The system does have the ability to give a clear visual indicator of which students are assigned to which stop and allow students from different schools to be on the same bus at the same time, tracking their arrival times at the appropriate schools.

The system can have the ability to allow the user to see all students on a route on the map at the same time, not just one stop at a time. It can have the ability to clearly display students as icons on the GIS map so that the user can clearly see which side of the street the student point is located on.

The system can have the ability to automatically indicate the number of students at any stop, with a system indication of those waiting to be picked up as well as those that might already be picked up on any given bus route. It can automatically update student information (bus stop/ride time, etc.) when they are included on a route and allow examination of the route at any point, displaying the students liable to be on board at that point, along with critical demographic information. It can have the ability to automatically

generate a driving path between bus stops as they are created. The user can have the option to have the software calculate the shortest distance path using street length or shortest drive time using street speeds and can have the ability to visually display the side of the street from which a student has approached the bus stop in order to make manual route decisions to minimize students who must cross the street to get to their stop . It can appropriately assign students to bus stops that are visually indicated as right-side stops also it can have the ability to not pick up a student at a restricted stop unless the user intentionally overrides the rule (and subsequent to a warning of the exception to the rule).

1.5.8 Data Manipulation and Reporting

The system comes with a library of predefined reports for students, staff, routes, schools, field trips, etc.

The system can have an initial ‘reminder’ screen that brings key information to the user’s attention immediately upon starting the program and enable users to view and manipulate information in spreadsheet- like data grids.

The system can have the ability to allow users:

- the ability to view different layouts of information, defined by the user
- the ability to click on a header and sort data, or sub sort based on secondary fields
- to define & save data layout views
- when viewing a list of students/staff/routes/etc., the ability to simply highlight a record (or several) and omit them from the list
- to be able to immediately save the data grid to an excel file
- when viewing a list of student’s /staff/routes/etc. The ability to select any record(s) and take various
- the ability to create reports/letters in the system, by building templates that pull data fields into specific locations
- the ability to generate unlimited custom reports at no additional charge

The system can have the ability to allow Analytics:

- Transportation Metrics - This feature would allow transportation personnel to analyze their operations especially during peak time usage, i.e., when most of their buses are on the road
- With Analytics, users also could choose to test "what if" scenarios if modifications were made to selected district policies or routes

1.5.9 Transportation Specific Reporting

The system does have the ability to report all stop lists and/or driver directions immediately, to indicate the pick up or drop off location for the route and gives indication whether a student must cross the street to arrive at their bus stop (listed with each student).

The system can be able to print stop lists with or without student names (at user discretion). The system's reports for drivers can include the distance from one stop to the next, or from each turning movement to the next.

The system can allow district-selected student data, such as the student photograph, to be printed with each student organized per stop. It can allow the user to edit and save the templates to create custom Driver Directions/Stop lists, including the ability to change fonts, sizes, and locations of certain types of information.

It can have the ability to automatically print notifications for the driver to indicate railroad crossings or other road-based hazards and route sheets singly, or in user-selected batches.

1.5.10 Planning, Simulation and Optimization

The system can have a boundary planning component allowing for editing boundaries, enabling users to track student data and student populations.

1.5.11 Intranet System

The system does offer an optional browser-based Intranet system designed to give school personnel access to transportation related information, reports and schedules. It does allow for unlimited users, with a role-based security to ensure users have access only to the appropriate information.

The intranet browser-based system does have a map display feature that displays the entire bus run/trip including the locations of all assigned student's, bus stops and driving paths. The system does offer a smart-phone application that can be used on an Android device and iPhone. This mobile app does provide data views, including mapping, student data, route data and attendance tracking capabilities. It can run on iPad.

The intranet browser-based system can enable school personnel to request field trip busing services, and manage the approval process with automated email-notifications and can have a map display feature that displays the location of a student's home relative to the student's am and pm stops.

1.5.12 Internet System

The internet system does offer a service that enables parents to obtain information regarding school bus and school assignments via the Internet or mobile application. It does encourage them to request any information about bus locations, times, schedules, or any other matters electronically, to lessen the number of phone calls that would be directed to the Transportation Service provider's office.

It does provide interactive GIS mapping functionality in addition to text information and functionality to allow the district to send email notifications to parents.

1.5.13 GPS (Global Positioning System) Integration, Fleet Maintenance, Pre-Trip, Student Tracking

The system does offer a GPS Integration functionality with a GPS System. It does allow the user to bring up past GPS data from the previous six months. It does allow for GPS Integration functionality capable of creating a complete bus route, including stop locations, times, driving path, utilizing the GPS data with an intelligent logging algorithm with high definition data and minimized cellular data communication overhead. Data is collected based on a combination of time and event logging. The system's GPS program can capture data in four dimensions - latitude, longitude, time and heading and is able to track vehicles even when the vehicle is out of communication range. The system should record and save the information and backfill when the vehicle is back within range.

The system is able to download collected data via cellular communication and be available on a secure web-based application.

ReaXium's system subscription agreement includes:

- A dedicated Project Manager assigned to oversee system implementation including Order Fulfillment, Shipping, Installation and Training.
- On-site and On-line Training
- On-line help materials, including training videos, user manuals, and product manuals.
- Customer service staff available via telephone and email during the same days/times/business hours of the City's Charter School System staff and the Transportation Service provider's office staff.
- Unlimited user/site access, and map updates, software and firmware updates, and customer support..
- Two-day shipping for new or replacement parts from anywhere in North America.

The system includes a web-based application with web access uptime of more than
99.9%. It allows for an unlimited number of discrete user profiles able to use the system concurrently, at no extra cost.

The system can allow for GPS Integration functionality which enables users to view GPS data from a compatible GPS product on the primary routing system's GIS map. It can allow for users to find the closest 5 or 10 assets to a vehicle, in case of emergency and also it can provide for a customizable dashboard with a "favorites" section for reports used most often. The system can export in .xls, .pdf, .csv, .shp, and .kml (compatible with Google Earth).

The system is capable of reverse geocoding, does back up data on a daily basis, and does provide alerts delivered via pop-up window, email or text message.

The system can provide the ability to create geo-fences in a line, circle or multi- sided polygon (not just a rectangle or square), and can support data queries using geo-fences. Historical data on-file can be queried via user-definable parameters, using geo-fences that can be created at any time and used to

query historical data. It can allow mass upload of drivers or geo-fences via .csv upload. It can provide that incident notifications and scheduled reports be automatically generated and emailed.

The system's reports and alerts can enable easy access to real-time information including, but not limited to:

- Actual arrival/departure times and parking locations,
- Excessive idling,
- Adherence to route schedules and stops,
- Adherence to posted speed limits,
- Adherence to proper railroad crossing procedures,
- Adherence to proper use of amber warning lights and flashing red stop lights,
- Harsh braking incidents,
- Unusual acceleration incidents.

The system's standard reports can provide daily, weekly, and monthly cumulative statistics and historical data. The system does have the ability to link the driver/operator to a specific GPS incident.

The device's RFID Reader is equipped with a low-power sleep mode. The system provides a time and date stamp for students boarding and leaving a vehicle. Upon implementation, the system does not impede normal bus loading and unloading processes. The RFID card read range of 0-2 inches/0-5 cm.
The RFID reader not only provides an audible beep to confirm card reading, but also a personalized "Greeting Message" when students enter and exit the bus.

Each time the card is swiped, the time, date and location is logged and transmitted to a secure database. The solution includes the option for a parent portal that shows the bus number, time, and location of card scans. Information associated with student cards is securely stored and accessible only via username and password. Alerts for parents is via mobile app and can be available via email or text message.

The device's operating temperature range is at least -20° C to 60° C docked, and -10° C to 60° C undocked. The device's storage temperature range is -40° C to 85° C.

1.5.13 Tablet or Driver User-Interface Device

The Device does have:

- Integrated flashlight for general use, and for inclement weather safety inspections.
- Integrated camera and should be able to include photos with inspections.
- Integrated carrying strap should remain in place while device is docked.
- Hard wired docking and charging cradle.
- A web browser, on-device help, a calculator, a clock and photo capture.
- Rechargeable Li-ion battery with 3 hours of undocked operation time.

Device can have:

- Icons for other applications (messaging, etc.) to remain visible while navigation is up.

- Messaging that can allow embedded links for simple pickup/delivery navigation.
- Navigation program that includes points of interest, and customizable points of interest.
- Navigation program that includes vehicle size, hazmat routing, and includes lane guidance.
- Option to automatically go to dark screen while vehicle is in motion.
- Option for in-vehicle driver feedback, including hard braking, rapid acceleration and lane changing.

1.5.14 Implementation Services for Routing Software

ReaXium will provide the district with a dedicated Project Manager, and an assigned trainer. The district will be able to work with those two individuals for the vast majority of the implementation. Both will be readily available for all of the City's questions, and will usually resolve them within 30 minutes of the City's request.

ReaXium will work with City staff and the student address data provided to create a an appropriate routing plan that maximizes timeliness, efficiency and safety. A routing system will not be imposed on the City rather will be created individualized with the City based on the City’s unique needs, such as handling district boundaries, district walk-to-stop distances, produce maps with the indicated data for district review prior to training, etc. ReaXium will then implement that mutually agreed to routing plan into an intelligent routing software so that these needs are appropriately addressed.

1.5.15 Training for Routing Feature

A ReaXium Solution Specialist and Trainer will educate the appropriate administrators at the City on ReaXium portal use. Using live and operational data, district staff will be trained on the routing features of the web app. Additional off site training can be conducted through webinars. Similarly, staff will have unlimited access to online training tools such as the portal tutorial and training videos.

1.5.16 Implementation Services for Routing Software

Due to our cloud-based software, the system is able to:

- accept the number of licensed users to fully support the needs of the City, the Charter School System and the city’s contracted transportation provider.
- accommodate the maximum number of sites that will have access to the student bus list, schedules, student’s transportation schedules, etc. List any restrictions on the number of users.

1.5.17 Licensing

ReaXium is actively working to improve their current offering, with substantial improvements in periodic version releases all available to the district during an active subscription to the service.

Below, please find ReaXium's previous functional upgrade release schedule for each solution component over the past few years.

Driver Device App		
Year	Version/ Release	Description of functional upgrade
1	1.1	Launch
	1.2	Bilingual voice support added, bug fixes
2	2.1	New UX/UI design
	2.2	Dynamic routing, stop radius recognition
3	3.1	Simultaneous reader launch for RFID/FPR

Web App		
Year	Version/ Release	Description of functional upgrade
1	1.1	Launch
	1.2	Bulk upload features, Parent login added, report formatting fixes
2	2.1	New dashboard UX/UI
	2.2	Training tutorial wizard added
	2.3	Live map improvements, route shown
3	3.1	Bus tracker replay feature added

Mobile App		
Year	Version/ Release	Description of functional upgrade
1	1.1	Android Launch
	1.2	Live bus tracking added
2	2.1	IOS Launch, bug fixes and correlation between OS
3	3.1	New UX/UI design
	3.2	Integrated social functions

Below are the minimum and recommended hardware configurations:

- PC
  - A Windows 8.1 or Windows RT 8.1 PC.
  - Processor. 1 gigahertz (GHz) or faster with support for PAE, NX, and SSE2.
  - RAM. 1 gigabyte (GB) (32-bit) or 2 GB (64-bit)
  - Hard disk space. 16 GB (32-bit) or 20 GB (64-bit)
  - Graphics card. Microsoft DirectX 9 graphics device with WDDM driver.
  - Internet access (ISP fees might apply
- Mac
  - macOS 10.9 or greater
  - Macintosh computer with an Intel x86 processor
  - RAM. 1 gigabyte (GB)
  - Hard disk space. 16 GB (32-bit)

1.5.18 Security

The system has access rights defined by user groups, with each member of the group inheriting the group rights and provides that each user is assigned a separate password and have the ability to change that password. The system's security uses the same user/user group concepts, with the rights assignable as appropriate for the specific software. It supports Active Directory. The system provides a fine grain of control over functional elements of the system so that users may be allowed "view," "edit" and/or "print" abilities.

Overall, the system allows for function level security levels on various functions on the map. This includes the ability for some to view the map and to edit only certain features and while others to have full access. It provides student records and route records be automatically stamped with the user name and time of change. The system allows the district to assign any combination of read/write/delete access by group policy to components of the system to administer appropriate security for a variety of roles including, but not limited to, transportation, district departments, and parents. The system could allow the user to mark certain student records as "confidential," and to print such instructions on driver sheets.

The system has browser-based applications that provides the use of Secure Sockets Layer (SSL) encryption, or better.

1.5.19 General Maintenance

The system can use Microsoft SQL Server or an equally reliable software as the system database, it can allow the Charter School District to connect to the database with third party software, if desired.

The system does provide the student data be stored in a single database, no other database server or database software is required for the normal functioning of the system. The system is self-maintaining. No

periodic maintenance functions is required to update maps, routes or student information when any of those elements are changed.

The system does not require users to exit the system to process any changes to students, routes, maps or boundaries. The system is scalable to accommodate both current and future populations without requiring a different version, program, or expense for adding additional students and/or routes.

The users will be capable of all important functions of the software without ReaXium's intervention. The only processes that require ReaXium's intervention are those that are requested to be ReaXium's responsibility. The system does automatically archive relevant transportation information.

TECHNICAL SUPPORT

ReaXium delivers commercially reasonable efforts to assist the City and coordinate with the City's authorized contacts insetting up and configuring Services, having access to the Services and other issues related to the Services. We may rely on contacts authorized by the City in writing in providing information changes or technical support pursuant to the Service Agreement and are not required to respond to requests from others. ReaXium's technical support response time depends on the complexity of the inquiry and support request volume.

Subject to the limitations contained in the Agreement and the SLA, we shall provide the Services for the City as designated in the subscription agreement, provided that the applicable fees have been paid in accordance with this SLA. The City shall have telephone access to ReaXium's support staff 24/7. Calls will be handled in accordance with the following table showing targets of response and resolution times for each priority level:

Issue	**Priority**	**Initial Response Time**	**Resolution Time**	**Escalation Threshold**
Service not available (all users and functions unavailable)	1	30 Min	ASAP – Best Effort	2 Hours
Significant degradation of service (large number of users or business critical functions affected)	2	1 Hour	ASAP – Best Effort	4 Hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	3	2 Hours	ASAP – Best Effort	8 Hours
Small service degradation (business process can continue, one user affected)	4	4 Hours	ASAP – Best Effort	24 Hours

The following table details and describes ReaXium's support tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced engineers.
Tier 3 Support	All support incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by our most qualified and experienced engineers who have the ability to collaborate with 3rd party support engineers to resolve most complex issues.

1.5.20 Reports

The system does have the ability to generate change notifications to parents and reports based on schools serviced by bus routes. It also does provide the option of printing reports based on student's school of attendance and provides the option to select other field definition from within the student record at user discretion.

The system can:

- Enable the Charter School System administration and the Transportation Service provider to easily create ad-hoc reports as necessary.
- Provide a report of student bus riding time that exceeds the maximum ride time established by District policies.
- Have the ability to track changes and provide a report that affects a student's transportation based on the following: Route changes that affect bus stops, stop times, and student changes that require bus service to a stop.
- Provide a report of students that have been deleted from the system with the bus service stops affected.
- Provide a report of students that have changed request for bus service with the service stops affected.
- Provide reports that can be electronically exchanged on a variety of platforms.
- Provide reports that can be printed on a variety of paper sizes based on selected scale preference, and include the appropriate level of annotation and street detail.
- Provide reports that allow the use of colors and symbols to be modified at user discretion.
- Generate route sheets that contain all segments within a driver's daily route assignment..
- Produce a report of available stop locations to provide to schools and other interested parties with stops and with or without student assigned information.

- Determine and print a report of total miles traveled by all buses on a given day.
- Allow users the ability to create and print reports and permit the user to change any layout on these reports.
- Identify or flag maintenance on system or routing service and provide a report based on the following: Unmatched Student addresses, Non routed students, student at stop no bus, students with no stop and no bus, student with special service requirements, Identify new students, Identify student address changes, Identify students who have been removed from buses, Identify students who have been deleted from the system, Non routed students, Routes over certain length of time.

1.5.21 Workstation and Browser Requirements

The proposed system:

- Supports Windows 7, 64-bit, Service Pack 1 or higher (Windows 10) for all components.
- Supports Google Chrome, Version 71.x (64-bit) or higher.
- Supports Microsoft Edge.
- Supports Firefox Version 62.x or higher (64-bit).
- Supports Internet Explorer 11.x.
- Supports DNS (IP) printing (if client application).

1.5.22 System Technical Specifications

The system does not require an onsite server(s), it runs on the cloud, currently AWS.

1.5.23 Database

The system's database is MySQL (can be SQL). It is centralized and ODBC compliant. The database structure supports fiber channel SAN Storage provided by Amazon Web-Services

1.5.24 Web

The system uses Apache Web Server, version 2.4.18. It is able to be accessed remotely by external clients through a web server located in a DMZ. It also allows for the installation of a third-party SSL certificate purchased and maintained by the district.

1.5.25 Workstations

ReaXium School Bus is a cloud-based managed service solution that works and is supported by browsers running on a Windows device the minimum specifications for a Windows workstation would be:

- A Windows 8.1 or Windows RT 8.1 PC.
- Processor. 1 gigahertz (GHz) or faster with support for PAE, NX, and SSE2.
- RAM. 1 gigabyte (GB) (32-bit) or 2 GB (64-bit)
- Hard disk space. 16 GB (32-bit) or 20 GB (64-bit)

- Graphics card. Microsoft DirectX 9 graphics device with WDDM driver.
- Internet access (ISP fees might apply

The minimum specifications for a Mac workstation would be:

- macOS 10.9 or greater
- Macintosh computer with an Intel x86 processor
- RAM. 1 gigabyte (GB)
- Hard disk space. 16 GB (32-bit)

1.5.26 Browsers

The most updated version of the components of ReaXium School Bus have been Firefox, Version 62.x (64-bit Windows), Internet Explorer 11 (64-bit Windows) and Google Chrome, Version 71.x (64-bit Windows) tested and supported.

1.5.27 Printing

The system's implementation does not require a print server hardware or software. The system supports and relies on the browser's default Adobe printing and will work with the users' printing hardware in current use.

1.5.28 Application Development

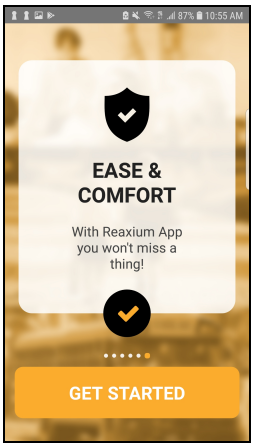
All the system's components support a easy-to-use web browser interface. Reaxium School Bus was initially designed and developed as a web-based solution, with a Mobile App for IOS and Android devices. Parents, guardians, and/or authorized extended family members of students serviced by the City of Pembroke Pines charter school bus transportation will be eligible to subscribe to ReaXium for access to the mobile app. Parents or others described above can authenticate their relationship to a student of the City using an online form requiring certain information for verification of said relationship. Then, these users are asked to subscribe to the service through a recurring monthly fee (annual payment options may be made available).

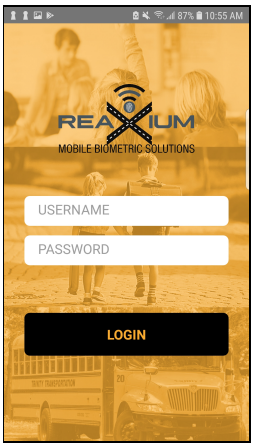
Upon verification/authorization and payment, these users will create or be provided a unique set of login credentials, including username and password to access the ReaXium Mobile App. This set of login credentials is only valid for one user and will only work at one login session at a time from one device.

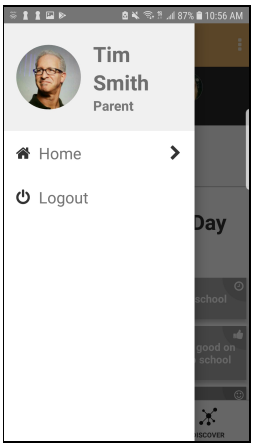
Through the ReaXium mobile app, parents or guardians receive instant notifications regarding student activity, entering/exiting the bus, school arrival, bus delays and more. Users have access to real time bus tracking in-app and can receive push notifications from drivers and school administrators.

The following screenshots provide an overview of the of the interface.

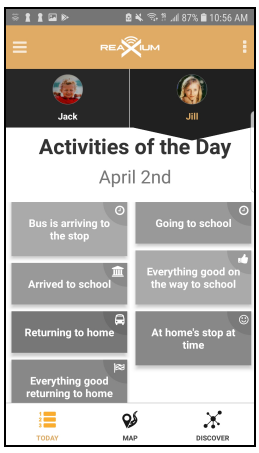


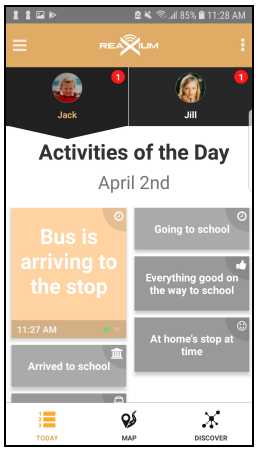


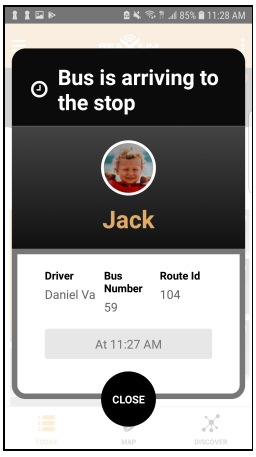


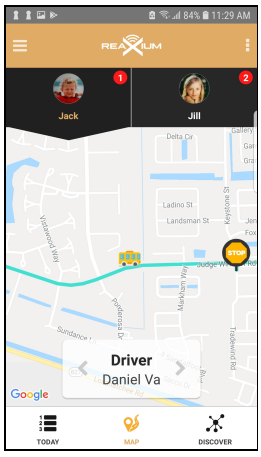


The mobile app (shown here for Android devices) includes a few introductory messages prior to login. App users access their specific student(s)' bus information through a secure unique login.

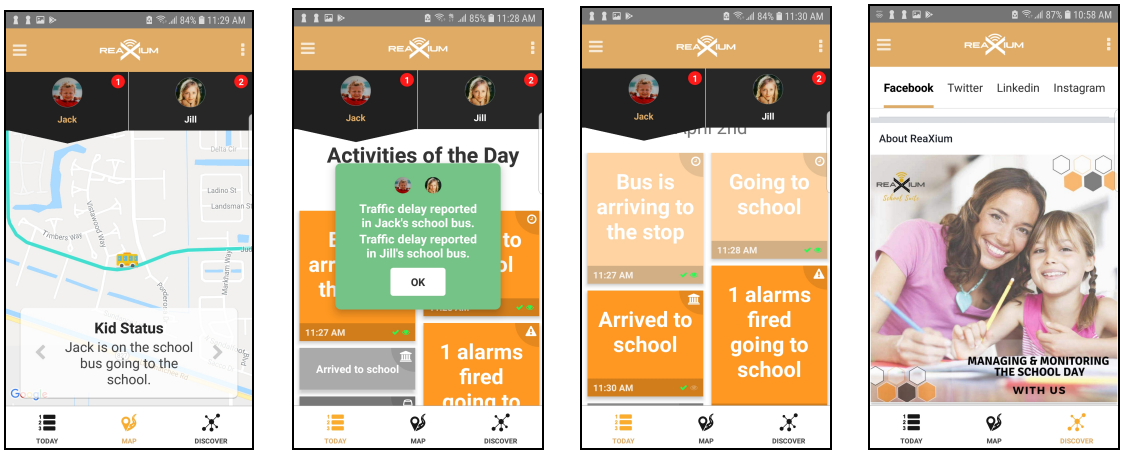








Users have a daily view of their student and bus status. As notifications are received such as the bus arriving to their student's stop, users can expand these boxes to see more information. Similarly, using the map view allows users to see the bus on route.



On the map view, users can toggle through to see updates of their student's status. The notifications will also pop-up, but activity can be reviewed by checking the activated orange boxes per notification type. Currently, the app also provides an area for users to learn more about the ReaXium solutions.

1.5.29 Security, Authentication and User Account Structure

The SSL certificate for the system resides on the web server, including tools for traffic analysis and reporting that can indicate current users and usage frequency by modules used.

The system does provide rollback capability for transactions that fail to complete successfully allowing the roll back to the pre- transaction state, without interfering with or impact the performance of other system users. It can be LDAP compatible and able to authenticate users through the district active directory domain.

The application provides varied access levels based on district-defined criteria. In particular accessibility will differ from bus dispatchers, school administrators, and drivers with set limitations.

1.5.30 Looking to the Future

ReaXium's focus for the future will be to continue supporting local communities and addressing their pains through the use of innovative solutions and services . Considering that our organization focuses on digital security, our goal is to provide more than just a one-size-fits all solution for our clients. Each client may want different features, thus our tailor made solutions and engine allow us to adjust based on client needs.

ReaXium's vision in the short, medium and long term is to continue implementing its solutions based on the advances of the use of mobile biometrics in order to assure the identity of the users of our application; in the same manner we will continue evolving with the new telecommunication technologies, based in our partnerships with large telecommunications companies like T-Mobile and AT&T, ReaXium's service

provider partners. The new telecomm systems guarantee better GPS responses, more coverage, reducing blindspots, increased bandwidth by implementing higher speed fiber optics infrastructure, and more. All of this will allow ReaXium solutions to be more effective in a timely manner as well as a better tool to continue providing peace of mind to parents and administrators in the case of the school system, and to the administrators and operators in the case of the security solutions. We are also integrating additional functionalities to our “all in one device” in order to provide even more control and management over the school buses. By implementing connectivity and protocols that can interface with the engines and other components of the buses, our solution will be providing more and richer data and information for our customers to make sure that not only are the students safe during the school bus ride, but also that the vehicle is kept safe and fully monitored during the routes. We are looking for ways to keep it simple under a fully integrated technology platform (HW/SW/Services).

At ReaXium, and more specifically under ReaXium School Suite, we believe in “safety first for the students”. By implementing our full suite that includes school bus, school attendance and classroom attendance, school systems will have the ability to identify a student’s full attendance throughout the day, and to provide proactive and reactive notifications to school administrators and parents. Our identity based model for student safety is our contribution to the safe and secure future of our schools.

As a managed service provider, our primary goal is to provide world class quality service i to keep our customers fully satisfied. Beyond ensuring our hardware and software platforms are accounting for all the latest developments in technology, ReaXium’s continued innovation and improvement for the system lies in establishing a flexible, but robust service to provide customers a uniquely personalized solution.

REAXIUM INC.

Written Consent of the Sole Shareholder

March 13, 2019

The undersigned, Edgar Zorrilla (the "Sole Shareholder"), constituting the sole shareholder of Reaxium Inc., a Florida corporation (the "Corporation"), does hereby consent to and authorize the following resolutions, which actions shall have the same force and effect as if taken by an affirmative vote at a meeting of the shareholders.

WHEREAS, the City Commission of the City of Pembroke Pines is seeking sealed proposals for RFP # ED-18-02 "Charter School Bus and Student Tracker".

FURTHER RESOLVED, that the Sole Shareholder hereby authorizes Maria Sylvia Riquezes, Solutions Specialist Manager of ReaXium Inc., to represent the Proposer (ReaXium Inc.) and submit a bid for the aforementioned solicitation.

IN WITNESS WHEREOF, the undersigned, constituting the sole shareholder of the Corporation, has executed this written consent to action effective as of the date set forth above.

EDGAR ZORRILLA

Name: Edgar Zorrilla
Title: Sole Shareholder

23123 SR 7, #200C, Boca Raton, FL 33428
561-717-8042
www.reaxium.com

REAXIUM

THE SAFEST ROUTE FOR STUDENTS

ReaXium School Bus



Solution Description

ReaXium School Bus is a cloud-based managed service solution ensuring the safety of students while on the bus to school and to their homes.

Parents and administrators can know precisely where their students' school buses are and get notifications in real-time regarding student pick up and drop-off or any alert dispatched by a driver.

Our comprehensive solution integrates the key stakeholders of student transportation. We give administrators control of their fleets, provide drivers with the tools and accountability for safer routes, and ensure parents stay connected along the way.

Solution Features



Know when your students get on or off the bus! The ReaXium Parent App can send real-time notifications of a student's school bus route, location, and status.



The ReaXium administrator portal is used to register, manage and monitor the information of your school bus fleet, routes, and users. Real-time tracking and reporting keeps administrators in control and in the loop.



The ReaXium School Bus Device authenticates any student boarding a school bus through their ID card or fingerprint. For drivers, the device acts as a route assistant, student information manager, and alert dispatcher.

***See device specifications on reverse side.**

REAXIUM

THE SAFEST ROUTE FOR STUDENTS

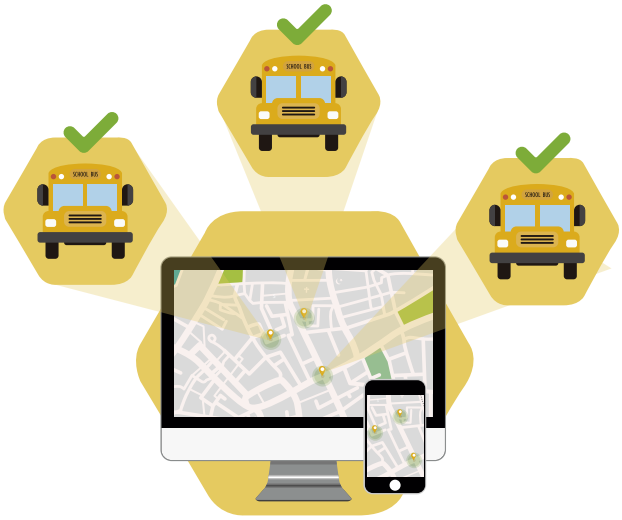
ReaXium School Bus



- Integrating Android operating system and cloud network for constant connectivity
- Equipped with fingerprint scanner, RFID reader, 2D barcode scanner, and high resolution camera
- Bluetooth, WIFI, 4G/LTE, GPS enabled
- Ultimate durability: Dust protected & water resistant

- Parent application for iOS and Android
- Instant notifications regarding student activity, onboard/offboarding, school arrival, bus delays and more
- Real-time bus tracking in-app
- Push notifications directly from drivers and schools administrators





- Easy-to-use web interface for schools
- Register, manage and monitor the information of your school bus fleet, routes, stops and users
- Create, edit and track users such as students, drivers, parents and fellow administrators
- Compile comprehensive reports in real-time

ReaXium- the safest route for students- dedicated to bringing peace of mind to parents, and to providing schools management over their student transportation.

Aratek 亚略特生物识别科技

Powered by TECHNOLOGY 4 SOLUTIONS

Technology 4 Solutions, T4SS
23123 State Road 7, Suite 200 C
Boca Raton, FL 33428
Tel: +1-561-717-8042
sales@reaxium.com / www.t4ss.com / www.reaxium.com

Device Tech Specs



Technical Specifications, continued	
Processor	Mt6580, Quad-core 1.3 GHz
Memory	1G RAM + 8G ROM
Battery	6000 / 10000mAh
Dimensions (L*W*H)	235*147*28 mm
SIM	Micro Dual SIM
Connectivity Options	Wi-Fi, 3G/4G/LTE, GPS, Bluetooth 4.0

Powered by: TECHNOLOGY 4 SOLUTIONS

Supplier: **ReaXium**

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **"ED-18-02"** titled **"Charter School Bus and Student Tracker"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **ReaXium Inc.**

STREET ADDRESS: **23123 State Road 7, #200C**

CITY, STATE & ZIP CODE: **Boca Raton, FL 33428**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Maria Sylvia Riquezes** TITLE: **Solutions Specialist Manager**

E-MAIL: **mriquezes@reaxium.com**

TELEPHONE: **5617178042** FAX: **5617178046**

AUTHORIZED APPROVER:

NAME: **Edgar Zorrilla** TITLE: **CEO/President**

E-MAIL: **ezorrilla@t4ss.com**

TELEPHONE: **5617178042** FAX: **5617178046**

SIGNATURE: **Edgar Zorrilla**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.6 "Proposal Requirements" of the bid package?

Title Page	Yes ☑
Tab 1 - Table of Contents	Yes ☑
Tab 2 - Letter of Interest	Yes ☑
Tab 3 - Experience and Ability	Yes ☑
Tab 4 – Relevant Past Projects	Yes ☑
1. Attachment M - References Form	Yes ☑
2. List of ongoing contracts/projects	Yes ☑
Tab 5 – Firm's Understanding and Approach to the Work	Yes ☑
Tab 6 - Project Cost	Yes ☑
1. Attachment A -Contact Information Form	Yes ☑
Tab 7 – Revenue Sharing Option	Yes ☑
Tab 8 – Other Completed Documents	Yes ☑
1. Attachment B - Vendor Information Form	Yes ☑
W-9 (Rev. October 2018)	Yes ☑
2. Attachment C - Non-Collusive Affidavit	Yes ☑
3. Attachment D - Sworn Statement on Public Entity Crimes Form	Yes ☑
4. Attachment E - Local Vendor Preference Certification	Yes ☑
5. Attachment F - Veteran Owned Small Business Preference Certification	Yes ☑
6. Attachment G - Equal Benefits Certification Form	Yes ☑
7. Attachment H - Vendor Drug-Free Workplace Certification Form	Yes ☑
8. Attachment I - Vendor Certification Regarding Scrutinized Companies List	Yes ☑
9. Attachment J - Proposer's Completed Qualification Statement	Yes ☑
Tab 9 – Business Structure, Licenses and Professional Registration Certificates	Yes ☑
1. Any applicable city, county, and state professional licenses	Yes ☑

2. Business tax receipts. Note – If claiming Local Vendor Preference, the business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides along with 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.	Yes ☑ N/A ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

One-Time Installation – Costs billed directly to the City

Hardware & Equipment – Price per unit

Item #	Item Description	Quantity	Per Unit Cost
1)	GPS Hardware	**50 Buses**	**Price to be Submitted Via BidSync**
2)	Rider Authentication Device (if sold separately)	**50 Buses**	**Price to be Submitted Via BidSync**
3)	Driver Interface Device (if sold separately)	**50 Buses**	**Price to be Submitted Via BidSync**
4)	Rider Authentication RFID Card	**2500 Students**	**Price to be Submitted Via BidSync**

Software Package

Item #	Item Description	Total
1)	**Software**	**Price to be Submitted Via BidSync**
	Please provide the number of licensed users included in the Cost	**To be Submitted Via BidSync**
	Additional Licensed Users ***If there is an additional cost to add user licenses beyond the standard number above, please include that cost:***	**To be Submitted Via BidSync**
2)	**Implementation**	**Price to be Submitted Via BidSync**
3)	**Training**	**Price to be Submitted Via BidSync**

Alternative: Revenue Sharing Option, Subscription-Based Model

Frequency of revenue share paid to the city (monthly, quarterly, bi-annually)
bi-annually

Price Per Bus per Month (inclusive of hardware, software & installation)	Quantity of Buses	System Cost
Price to be Submitted Via BidSync	50	Price to be Submitted Via BidSync
Fee Per Student (Charged to parents for access to Student Tracking Portal)	**Percentage to Firm**	**Percentage to City**
Price to be Submitted Via BidSync	To be Submitted Via BidSync	To be Submitted Via BidSync

Supplier: **ReaXium**

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Representative**,
(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 **Maria Sylvia Riquezes**

Title **Solutions Specialist Manager**

Name of Company **ReaXium Inc.**

Supplier: **ReaXium**

City of Pembroke Pines

Attachment D

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

1. This sworn statement is submitted **ReaXium Inc.** (name of entity submitting sworn statement) whose business address is **23123 State Road 7, #200C, Boca Raton, FL 33428** and (if applicable) its Federal Employer Identification Number (FEIN) is **81-3135260**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)

2. My name is **Maria Sylvia Riquezes** and my
(Please print name of individual signing)

relationship to the entity named above is **authorized representative**.

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.)**

Maria Sylvia Riquezes	**ReaXium Inc.**	**04/01/2019**
Bidder's Name/Signature	Company	Date

Supplier: **ReaXium**

City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

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.

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)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with 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.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with 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.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

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

COMPANY NAME: **ReaXium Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Maria Sylvia Riquezes**

Supplier: **ReaXium**

City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

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).

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)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

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

COMPANY NAME: **ReaXium Inc**

PRINTED NAME / AUTHORIZED SIGNATURE: **Maria Sylvia Riquezes**


3
4
6

Supplier: **ReaXium**

City of Pembroke Pines

Attachment G

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: **ReaXium Inc.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Maria Sylvia Riquezes**

Supplier: **ReaXium**

City of Pembroke Pines

Attachment H

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.

Maria Sylvia Riquezes	**Maria Sylvia Riquezes**	**ReaXium Inc.**
Authorized Signature	Authorized Signer Name	Company Name

Supplier: **ReaXium**

Attachment I

City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, **Maria Sylvia Riquezes, Solutions Specialist Manager**, on behalf of **ReaXium Inc.**,
Print Name and Title Company Name

certify that **ReaXium 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.

ReaXium Inc.	**Maria Sylvia Riquezes**	**Solutions Specialist Manager**
Company Name	Print Name/Signature	Title

Supplier: **ReaXium**

Attachment J

City of Pembroke Pines

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:
ReaXium Inc.
23123 State Road 7, #200C
Boca Raton, FL 33428

Contact Person's Name and Title: **Maria Sylvia Riquezes, Solutions Specialist Manager**

Contact Person's E-mail Address: **mriquezes@reaxium.com**

PROPOSER'S Telephone and Fax Number: **5617178042, 5617178046**

PROPOSER'S License Number: **P18000055278**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **81-3135260**

Number of years your organization has been in business **3**

State the number of years your firm has been in business under your present business name **3**

State the number of years your firm has been in business in the work specific to this solicitation: **3**

Names and titles of all officers, partners or individuals doing business under trade name:
Edgar Zorrilla, CEO & President

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☑

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

N/A

At what address was that business located?

N/A

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Mariana Zorrilla
Garzor Insurance
4369 Hunters Park Lane
Orlando, Fl 32837
(321)-206-8035 Ext. 407

Have you ever failed to complete work awarded to you. If so, when, where and why?

N/A

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes.

Will you subcontract any part of this WORK? If so, give 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).

No.

The foregoing 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.

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.

N/A

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).

N/A

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.

N/A

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.

N/A

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No.

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Yes.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No.

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

In the past three years, we have been participating in several projects and pilots that prove our robust and flexible school bus platform is working in full. Pilots like the one in Duval County, Martin County, and operating projects like the one for the Breakthrough Miami Foundation, with great success, made us the best school bus solution featuring tracking and ridership in the state. More details about these contracts and projects are available under Tab 4 of the entire response.

ReaXium Inc. is located in Boca Raton, Florida. Our past history of projects spans working alongside transportation providers all across the state of Florida. We understand the challenges specific to the region and why a Charter School Bus and Student Tracker is of the utmost importance to the City of Pembroke Pines. Florida traffic and weather presents its unique challenges to student transportation services, but with the ReaXium School Bus solution schools and families stay informed of any fleet delays or alerts. Our flexible solution allows our team to customize the driver and dispatch experience to support efficient communication and exchange of information.

With the assigned team based out of Boca Raton, our field staff is 30-45 minutes away at any time. We are local so support is guaranteed. Just a phone call or email will be followed up with an onsite visit on the same day if necessary. Our familiarity and proximity to the City allow for great service and support for implementation and day-to-day operation. Additionally, in the past, we have had the chance to visit with the leadership team at the Transportation Authority Inc. and understand unique their challenges in servicing the City charter schools.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

ReaXium Inc.
(Company Name)

Maria Sylvia Riquezes
(Printed Name/Signature)

Supplier: **ReaXium**

Attachment M

City of Pembroke Pines

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Breakthrough Miami**

Address: **3250 SW 3rd Ave, 6th Floor**

City/State/Zip: **Miami, FL 33129**

Contact Name: **Nicole Gray** Title: **Business Manager**

E-Mail Address: **nicole@breakthroughmiami.org**

Telephone: **3056467210** Fax: **N/A**

Project Information:

Name of Contractor Performing the work: **ReaXium**

Name and location of the project: **ReaXium School Bus Contract / Miami, FL**

Nature of the firm's responsibility on the project: **The ReaXium team oversaw the biometric enrollment as well as the training of over 25 drivers and substitute drivers in the use of the onboard ReaXium device, starting a route, assisting onboarding and exiting riders, dispatching alerts, and more. Similarly, the team conducting various training sessions for the foundation's site directors (acting administrators at the various campuses) in the use of the real-time dashboard to quickly locate a bus or student, as well as how to generate reports. The ReaXium team installation of the device holder for the third party transportation provider. The field staff performed device updates and replacements if necessary.**

Due to a limited student database, the ReaXium team was very hands-on in developing and gathering the demographic information necessary to create a robust student database including the capture of every student's photograph and fingerprint to allow for biometric enrollment. The ReaXium team coordinated across the five Breakthrough sites and student populations to register and biometrically enroll every bus rider. Similarly, the team oversaw the bulk upload and planning of student stop assignments, stop locations, and routes to help transition Breakthrough Miami records from paper-based to electronic. Aside from the support and service provided

during implementation, the team participated in route testing through bus ridealongs and daily monitoring of the solution from the back-end.

Project duration: **24 months** Completion (Anticipated) Date: **August 2018**

Size of project: **20 school buses, 800+ students** Cost of project: **$50,677.92**

Work for which staff was responsible: **Device Installation, Ecosystem Configuration & Testing (Stops, Routes), Driver Training, Admin Training, Driver Biometric Enrollment, Student Biometric Enrollment, Technical Support Requests, Daily System Monitoring**

Contract Type: **Multi-year service contract**

The results/deliverables of the project: **Vehicle tracking, planned vs. actual route activity, biometric student database creation, student ridership/attendance**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Duval County Public Schools, Transportation Department**

Address: **129 King St**

City/State/Zip: **Jacksonville, FL 32204**

Contact Name: **Leslee Russell** Title: **Director of Transportation**

E-Mail Address: **usselll@duvalschools.org**

Telephone: **9048586200** Fax: **9048586214**

Project Information:

Name of Contractor Performing the work: **ReaXium**

Name and location of the project: **ReaXium School Bus & Student Behavior Pilot / Jacksonville, FL**

Nature of the firm's responsibility on the project: **ReaXium serviced a 5-week school bus pilot for Duval County Public Schools (DCPS) outfitting 5 First Student school buses, training 15+ First Student drivers, and registering about 150 Duval County school bus riders. Objectives of the pilot were defined as providing accurate student ridership and monitoring of driver alerts or behavior onboard. The pilot in Duval County was a joint proof-of-concept with student behavior system HeroK12. For the pilot, the ReaXium team quickly developed a beta version of the Hero app on our own onboard ReaXium devices. Beyond the technical requirements to establish a student ridership and behavior tracking pilot, the ReaXium team was also in charge of training the drivers in use of the ReaXium solution through the onboard tablets, as well as explaining the added component of behavior tracking. To support the pilot, the ReaXium team performed ridealongs with the pilot drivers to gain feedback on the solution and provide testing of the network connectivity. The ReaXium team performed matching duties to ensure the contactless cards (RFIDs) supplied by a third party (Dowling Douglass) complied with the needed frequency and were assigned to the correct rider in the student database. This task was completed in conjunction with the district's Technology department, including the database import of the pilot students.**

Project duration: **5 weeks** Completion (Anticipated) Date: **June 2017**

Size of project: **6 school buses, 150+ students** Cost of project: **$5,820.00**

Work for which staff was responsible: **Device Installation, Ecosystem Configuration & Testing (Stops, Routes), Driver Training, Admin Training, RFID card configuration, Technical Support Requests, Daily System Monitoring, Behavior Application Development & Integration**

Contract Type: **Pilot**

The results/deliverables of the project: **Vehicle tracking, planned vs. actual route activity, student ridership/attendance, student behavior tracking component. ReaXium developed an online report following the FEFP template. In running these reports over the course of the pilot, we found ridership was being undercounted by about 30 percent.**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Martin County School District, Transportation Department**

Address: **2845 SE Dixie Hwy**

City/State/Zip: **Stuart, FL 34997**

Contact Name: **Kayleen Watts** Title: **Director of Transportation**

E-Mail Address: **wattsk@martin.k12.fl.us**

Telephone: **7722191287** Fax: **7722191291**

Project Information:

Name of Contractor Performing the work: **ReaXium**

Name and location of the project: **ReaXium School Bus Pilot / Stuart, FL**

Nature of the firm's responsibility on the project: **ReaXium is currently servicing a school bus pilot for the Transportation Department of the Martin County School District. We outfitted 5 school buses, trained 10+ drivers, and configured, labeled, and distributed RFID cards for over 200 Martin County school bus riders. Objectives of the pilot were defined as providing accurate student ridership and live vehicle tracking.**

Beyond the technical requirements to establish a student ridership and behavior tracking pilot, the ReaXium team was also in charge of training the drivers in use of the ReaXium solution through the onboard tablets and accompanying them on a few ridealongs. Similarly, administrators were trained on portal and dashboard use.

Project duration: **5 weeks** Completion (Anticipated) Date: **May 2019**

Size of project: **5 school buses, 200+ students** Cost of project: **$4,850.00**

Work for which staff was responsible: **Ecosystem Configuration & Testing (Stops, Routes), Driver Training, Admin Training, RFID card configuration, Technical Support Requests, Daily System Monitoring,**

Contract Type: **Pilot**

The results/deliverables of the project: **Vehicle tracking, planned vs. actual route activity, student ridership/attendance**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Always at Your Side - Adult Day Care Inc.**

Address: **13965 NW 67th Ave**

City/State/Zip: **Miami Lakes, FL 33014**

Contact Name: **Alexandra Alonso** Title: **Administrator**

E-Mail Address: **aalonso@alwaysatyoursideadc.com**

Telephone: **3053622202** Fax: **8558730951**

Project Information:

Name of Contractor Performing the work: **ReaXium**

Name and location of the project: **ReaXium Secure Passenger Pilot / Miami Lakes, FL**

Nature of the firm's responsibility on the project: **ReaXium worked to monitor door-to-door routes and senior participants' ridership for Always At Your Side Adult Day Care in Miami Lakes that operates two buses for door-to-door services to over 40 participants. We outfitted 2 passenger vans with mobile ReaXium devices, biometrically enrolled all drivers and passengers, as well as configured and distributed RFID cards for participants with disabilities impacting biometric authentication. Objectives of this pilot were to provide vehicle tracking, route reports, and passenger ridership to support the daycare's necessary insurance reporting. The ReaXium team performed technical customizations to further adapt the solution and performed daily device monitoring.**

Project duration: **6 months** Completion (Anticipated) Date: **May 2018**

Size of project: **2 vans, 40+ passengers** Cost of project: **$2,420.00**

Work for which staff was responsible: **Ecosystem Configuration & Testing (Stops, Routes), Driver Training, Admin Training, Biometric Enrollment for Drivers & Passengers, RFID card configuration, Technical Support Requests, Daily System Monitoring, Dynamic Routing Feature Development, Weekly Route Planning Feature Development**

Contract Type: **Pilot**

The results/deliverables of the project: **Vehicle tracking, planned vs. actual route activity, passenger ridership/attendance, weekly route planner**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Allied Universal**

Address: **6301 NW 5th Way #5500**

City/State/Zip: **Fort Lauderdale, FL 33309**

Contact Name: **Larry McClain** Title: **Client Manager**

E-Mail Address: **larry.mcclain@aus.com**

Telephone: **9543959795** Fax: **9547398490**

Project Information:

Name of Contractor Performing the work: **ReaXium**

Name and location of the project: **ReaXium Mobile Citation Service Contract / Miramar, FL (Bluegrass Lakes & Riviera Isles)**

Nature of the firm's responsibility on the project: **ReaXium works with Allied Universal to provide a mobile ticketing solution for their officers at two residential communities. The ReaXium team outfitted these communities' Allied teams with mobile citation devices, provided training, and support their daily operation through monitoring and reporting. The ReaXium team performed technical customizations to further adapt the solution and configured the solution for each of the communities' management needs.**

Project duration: **24 months** Completion (Anticipated) Date: **April 2019**

Size of project: **3 devices, 12,500+ citations** Cost of project: **$5,160.00**

Work for which staff was responsible: **Citation Template Configuration & Testing, Application Customization (Violations, Fines associated, Captured fields), Officer Training, Admin Training, Biometric Enrollment for Officers, Technical Support Requests, Daily System Monitoring,**

Contract Type: **Multi-year service contract**

The results/deliverables of the project: **Citation Data, Comprehensive Reporting, Officer Tracking,**

Exhibit 'AB':
ReaXium Addendum to Scope of Work

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Scope of Work

Name of the Customer:	City of Pembroke Pines
Project Name:	ReaXium School Bus (RFP #ED-18-02 "Charter School Bus and Student Tracker")
Project Manager:	Maria Sylvia Riquezes
Prepared By:	Yolima Carvajal
Original Date:	August 22, 2019
Revised Date:	January 23, 2020

1. Project background and description statement

In response to the City of Pembroke Pines request for proposals to outfit their charter school bus fleet, operators, and stakeholders with these key technologies and features, ReaXium presents the ReaXium School Bus Solution.

ReaXium School Bus is the student safety solution for school bus transportation ensuring everyone stays connected throughout the daily transport process. ReaXium is the safest route for students providing the City of Pembroke Pines the tools to improve and secure student transportation.

By outfitting the charter school bus fleet with one ReaXium device per bus, the City will have access to GPS tracking, accurate ridership, real-time monitoring, and an efficient system of notifications for their community of charter school administrators, families, drivers, and students. By activating ReaXium School Bus, the City of Pembroke Pines will effectively introduce identity, visibility, and security through technology to expand and optimize the transportation services to charter schools.

The ReaXium School Bus solution combines hardware, software, and services. Mobile biometric devices are mounted onboard the City's charter school buses. These devices serve as a GPS unit, driver route assistant, and student ridership counter. Drivers and riders authenticate or check-in to the installed devices using their fingerprint or RFID-enabled ID card, if applicable. By enrolling riders and drivers, the City can accurately monitor ridership on any of their buses when these passengers scan their provisioned ID cards. Equipped with SIM cards, the devices are constantly syncing to the cloud server with their geo-localization and the status of the routes and passengers.

This information is instantly available to other key stakeholders of the school and community through a variety of software applications. The ReaXium dashboard and portal allows administrators at the city, school, or fleet level have real-time monitoring of their active buses and the riders onboard, as well as access to generate activity reports based on bus, route, riders, etc. The ReaXium App grants subscribed stakeholders, such as parents or guardians of bus riders, the ability to receive notifications of their bus or student status. When a student authenticates with the onboard mobile device, their parent/guardian(s) receives a notification through the app that they have successfully boarded, including time and location information for this action. App users can also review route information and track their student assigned buses in real-time.

As a managed service, the ReaXium School Bus solution benefits the City by ensuring access to the most up-to-date and tested software versions, hardware repairs and exchanges, as well as guidance and support in regard to training and enrollment.

2. Overview of Responsibilities

A. CONTRACTOR RESPONSIBILITIES:

- Data upload and storage to REAXIUM SYSTEM of Students, Parents, Admins, Drivers, Fleet, Schools, Authentication Methods and Routing
- Delivery of Hardware (Tablet, Holder, & Power Cable for installation)
- Configuration and personalization for the Tablet (Device App), Dashboard (Web App) and ReaXium App (Mobile App)
- If students and drivers will be authenticating using biometrics, REAXIUM will be responsible for training City personnel or authorized representatives to perform biometric enrollment.
- If students and drivers will be authenticating using RFID enabled cards, REAXIUM will be responsible for providing the City with the specifications.
- Training for drivers on daily device use
- Training for administrators on implementation needs for data, daily use of dashboard (web-app) to monitor and generate reports
- Provide materials and coordinate with the City to develop a plan for the Parent Awareness Campaign and any necessary Parent Training
- Daily monitoring and technical support of the live system.
- Escalation procedure in case of malfunctioning of the ReaXium Devices to ReaXium Managed Service Center
- Replacement procedures for devices with fatal failure

B. CITY* RESPONSIBILITIES:

- Data collection and preparation of Students, Parents, Admins, Drivers, Fleet, Schools, Authentication Methods, and Routing
- Installation of the hardware in every bus of the fleet by coordinating with The Transportation Authority Inc.
- If students and drivers will be authenticating using biometrics, ReaXium-trained City personnel or authorized representatives will be responsible for performing biometric enrollment.
- If students and drivers will be authenticating using RFID enabled cards, the City will be responsible for purchasing, distributing, and assigning cards. The City is then responsible for providing REAXIUM with the badge assignments matching badge UID (unique identifier number) to the ID of the student or driver.
- The ability of ReaXium to provide this service system-wide relies wholly on parental/guardian utilization of the mobile app. As such, the City shall assist through its various channels of communication to inform the community of the service and benefits of the app. This should include, but not be limited to, city newsletters, information email correspondence, parent guides, etc. Spearhead and implement the Parent Awareness Campaign in coordination with ReaXium in order to incentivize users to subscribe to the ReaXium App.
- Daily use of the ReaXium System (HW & SW) by drivers, students, and select administrators.

* Some of these responsibilities may or may not be better handled by the Key Partner in section 5, The Transportation Authority, Inc.

3. Task list

Task No.	Task	Equipment & Services Needed	Equipment/Svcs delivery date	Reporting head
0	*Task description*	*Equipment & Services Needed to complete the task*	*Delivery date of Equipment/Svcs*	*Who is the person responsible for monitoring progress on the task*
1	**Student Data** gathering, preparation and storage	• Student Data / Digital (preferred via FTP) or Physical	By first week (before Set Up Phase)	City: TBD Reaxium: Project Manager
2	**Student Id Authentication**	• **RFID** cards (sample) • Data Submitted via FTP Association	TBD (Before Adoption Phase)	City: TBD Reaxium: Project Manager
3	**Parents Data** gathering, preparation and storage	• Parents Data / Digital (preferred via FTP) or Physical	By first week (before Set Up Phase)	City: TBD Reaxium: Project Manager
4	**Routes Data** gathering, preparation and storage	• Routes Data / Digital (preferred via FTP) or Physical	By first week (before Set Up Phase)	City: TBD Transportation Contractor: TBD Reaxium: Project Manager

5	**City/School Data** gathering, preparation and storage	• City/School Data / Digital (preferred via FTP) or Physical	By first week (before Set Up Phase)	City: TBD Transportation Contractor: TBD Reaxium: Project Manager
6	**Drivers Id Authentication**	• Biometric enrollment	TBD (Before Adoption Phase)	Transportation Contractor: TBD Reaxium: Project Manager
7	Ridership Software (**Devices**) Configuration	• RFID data • Routing Data	TBD (Before Adoption Phase)	Reaxium: Project Manager & Development Manager
8	Monitoring Software (**Dashboard**) Configuration	• All Data	TBD (Before Adoption Phase)	Reaxium: Project Manager & Development Manager
9	Mobile App Software (**Parent App**) Configuration	• Security Levels • Additional Data	TBD (Before Adoption Phase)	Reaxium: Project Manager & Development Manager
10	Parent Awareness Marketing Campaign	• Marketing Material • Plan	TBD (Before Adoption Phase)	City: TBD Reaxium: Project Manager & Marketing Solution Manager
11	Driver Training	• Logistics • HandsOn • Material	TBD (Before Adoption Phase)	Transportation Contractor: TBD Reaxium: Project Manager

12	Admin Training	• Logistics • HandsOn • Material	TBD (Before Adoption Phase)	City: TBD Transportation Contractor: TBD Reaxium: Project Manager
13	Parent Training	• Logistics • Online • Material	TBD (Before Adoption Phase)	City: TBD Reaxium: Project Manager
14	Hardware Installation and configuration (**Devices**)	• Fleet • Devices • Brackets • SIMs • Power	TBD (Before Adoption Phase)	Transportation Contractor: TBD Reaxium: Project Manager & Support Manager
15	Monitoring	• Daily activity	During Alignment Phase	City: TBD Transportation Contractor: TBD Reaxium: Project Manager
16	Tuning	• Daily activity • Feedback	During Revise/Updates	City: TBD Transportation Contractor: TBD Reaxium: Project Manager
17	Approval and Sign Offs	• Milestone delivery		City: TBD Transportation Contractor: TBD Reaxium: Project Manager

4. Key Personnel list

Name of key Personnel	Role / Title	Task No.	Responsibilities
Key Team Member's name	*Title or Role*	*Which of the tasks listed above will this person be responsible for? Write task number.*	*Team Member's responsibilities*
Reaxium Employee	Project Manager	1,2,3,4,5,6,10,11,12,13,15 and 16	• Follow-up and Coordination with external stakeholders • Follow-up and Coordination internal stakeholders
Reaxium Employee	Development Manager	7,8,9	• Follow-up and Supervising internal stakeholders
Reaxium Employee	Marketing Solution Manager	10	• Follow-up and Supervising internal stakeholders
Reaxium Employee	Support Manager	14	• Follow-up and Supervising internal stakeholders

5. Key Partners

Name of key Partner	Role / Title	Task No.	Responsibilities
Key Partner's name	*Title or Role*	*Which of the tasks listed above will this person be responsible for? Write task number.*	*Partner's responsibilities*
The Transportation Authority, Inc.	President	4, 5, 6, 11, 12, 14, 15, 16, 17	• Follow-up and Coordination with external stakeholders • Follow-up, Supervision, and Coordination of internal stakeholders
The Transportation Authority, Inc.	Drivers	6, 11,16	• Participation and Coordination with internal and external stakeholders
The Transportation Authority, Inc.	Administrators/Supervisors	4, 5, 6, 11, 12, 15, 16,	• Followup, Supervision, Participation, and Coordination with internal and external stakeholders
The Transportation Authority, Inc.	Mechanics	14	• Followup, Supervision, and Coordination with internal and external stakeholders

6. Key Contractors

Name of key Contractor	Role / Title	Task No.	Responsibilities
Key Contractor's name	*Title or Role*	*Which of the tasks listed above will this person be responsible for? Write task number.*	*Contractor's responsibilities*
To be determined			

7. Glossary

Term	Definition / Explanation
Term	*Definition*
Student Data	Student demographic information such as full name, student ID number, school, grade.
Student ID Authentication	The process of identifying students on the devices will be by authenticating their student badge assignment.
RFID	RFID refers to radio frequency identification.The specification for the badges to be distributed to students who will authenticate on the device. Our devices' RFID specs are: 13.56 mhz with an ISO standard of 14443A.
RFID data	Refers to the internal badge number that uniquely identifies the card.
Parents Data	Parent demographic information such as full name, contact information such as phone number and email address, as well as student information such as the student numbers of their children.
Routes Data	Routing information including the location (latitude and longitude GPS coordinates) of the bus stops, the stop order of the routes, the routes run by buses, as well as the students assigned per route and per stop.
City/School Data	Administrative information regarding the schools and their students. Administrator demographic information such as their full name and department (ie. a specific school, City-level department, or transportation department), as well as their contact information such as phone number and email address. Driver demographic information such as their full name.

Drivers ID Authentication	The process of identifying drivers on the devices will be by authenticating their biometric fingerprint data.
Devices	See pages 19-20 of Exhibit B: ReaXium bid for RFP #ED-18-02
Dashboard	See pages 20-21 of Exhibit B: ReaXium bid for RFP #ED-18-02
Parent App	See page 21 of Exhibit B: ReaXium bid for RFP #ED-18-02
Biometric enrollment	Biometric information from an individual is captured and stored

8. Problem Statement

The City of Pembroke Pines was seeking a firm to offer the Charter Schools a transportation and student rider management system.

9. Project Goals

Goal
The City of Pembroke Pines purpose is to complement the contracted Charter School bus transportation services already in place with a technology upgrade through a transportation and rider tracking system utilizing onboard hardware and cloud based software applications.
How Goal will be achieved
By the implementation of ReaXium School Bus Solution 1. Devices onboard = Student/Driver Authentication, GPS Tracking 2. Web Portal/Dashboard = data management, real-time notifications, monitoring, reporting 3. Mobile App = secure parent notifications about student ridership See pages 22-23 of Exhibit B: ReaXium bid for RFP #ED-18-02

10. Project Objective

Additional Project objectives or guidelines

- Provide Accurate Student Tracking and Count
- Generate required reports for the City
- Provide Accurate Bus Tracking and monitoring
- Provide Real Time Information of Students Riderships to Parents and/or Guardians

11. Administration

Provide a detailed list of administrative tasks for the project and the party responsible for these tasks:

Estimated Schedules	
Project Milestone	**Target Date**
Project start	*Project Start Date*
Agreement and signing of final SOW	*Milestone checkpoint date*
Agreement and signing Milestone	*Milestone checkpoint date*

Project Completed	*Project Completion Date*

- *Add rows if necessary (one per milestone)*

12. Project Approach Plan

Include a formal project approach plan detailing each aspect of the project?

Project Approach Plan		
Phases	**Description**	**Time**
a. Launch Project	Initial meeting	*Project Start Date*
b. Set Up	During this phase Reaxium team will gather all data and information necessary to configure the software solution, install and configure all hardware, to be ready to launch the Adoption Phase. All stakeholders will be trained.	TBD
c. Adoption	During this phase stakeholders initiate utilization. This Hands-On period allows them to familiarize themselves with both SW and HW.	TBD
d. Alignment	During this phase it is expected to receive feedback from Drivers, Admins, Parents and Management. All adjustments and/or changes will be classified and programmed to be solved accordingly. Elaborate risk management plan for sustainability of project.	TBD
e. Revise/Updates	During this phase adjustments and/or changes will be be solved according to plan developed during the previous phase. OnGoing Tuning	TBD
f. Maintenance and Support	After fully implemented and tuned, Reaxium will be responsible for Maintenance and Support of all components during the length of the contract	

13. Project meetings

Provide a detailed list of meetings for the project and the purpose and frequency for these tasks:

Scheduled Status Meetings		
Meeting Date	**Purpose**	**Frequency**
Date of meeting	*Purpose of the meeting*	*Frequency*
To be determined	Kickoff. **Review SOW details.** Dates and Responsible Parties	Once
	Start/End Phases	Once
	Follow Up. Activities	Weekly
	Closing Project	Once

- *Add rows if necessary*

14. Project reports

Provide a detailed list of reports for the project and the purpose and frequency for these tasks:

Scheduled Status Reports		
Report	**Purpose**	**Frequency**
Report name	*Report Purpose*	*How Frequently report will be generated*
To be determined		

- *Add rows if necessary*

15. Approval and Authority to proceed

The persons listed below represent their respective organizations related to this project. Approval and authority to proceed must be given by all persons identified below.

By signing below, I verify that I am representative of the below identified entity and that I have the authority to bind such entity.

Project Approval / Signatures	
Project Name	ReaXium School Bus
Project Manager - REAXIUM	*Maria Sylvia Riquezes*
Project Manager - CITY	*To be determined*
Project Manager - TRANSPORTATION CONTRACTOR	*Richard A. Passero*
The purpose of this document is to provide a vehicle of documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement among the Project Manager, Project Sponsors and Responsible with respect to the objectives and scope of the project before significant resources are committed and expenses incurred.	
I have reviewed the information contained in this Project Scope Statement and agree:	

Name	Role / Title	Signature	Date

- *Add rows if necessary*

Exhibit "C"

SALES BUSINESS CASE TOOL

Initial Settings	
Client	Pembroke Pines
Start Date	Sep-19
Vehicles (Devices)	50
Ridership	2,500
Mode	B2C
School Seasonality	Yes

B2C Model (by app subscription)	
Monthly Fee	$ 5.00
Attrition rate (%) monthly	0.5%
Minimum market share	30%
Maximum market share	80%

Scenario Comparison	
3+3+3	5+5
Contract Revenues Reaxium	
$ 654,231	$ 594,009
Revenue Sharing Pembroke Pines	
$ 60,622	$ 52,897
$ 60,622	$ 52,897

Projections (3+3+3 Scenario)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Active Users (Year End)	1,946	1,832	1,725	1,624	1,530	1,441	1,357	1,279	1,204	
Revenues	$ 43,794	$ 94,556	$ 89,036	$ 83,839	$ 78,944	$ 72,044	$ 67,866	$ 63,930	$ 60,222	
Gross Margin	$ 25,354	$ 76,655	$ 71,794	$ 67,218	$ 62,909	$ 58,883	$ 55,114	$ 51,587	$ 48,285	
Gross Margin Sharing (%)	0.0%	10.0%	10.0%	11.0%	12.0%	13.0%	14.0%	15.0%	16.0%	
Gross Margin Sharing ($)	$ -	$ 7,665	$ 7,179	$ 7,394	$ 7,549	$ 7,655	$ 7,716	$ 7,738	$ 7,726	

Projections (5+3 Scenario)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Active Users (Year End)	1,946	1,832	1,725	1,624	1,530	1,441	1,357	1,279		
Revenues	$ 43,794	$ 94,556	$ 89,036	$ 83,839	$ 78,944	$ 72,044	$ 67,866	$ 63,930		
Gross Margin	$ 25,354	$ 76,655	$ 71,794	$ 67,218	$ 62,909	$ 58,883	$ 55,114	$ 51,587		
Gross Margin Sharing (%)	0.0%	10.0%	10.0%	11.0%	12.0%	13.0%	14.0%	15.0%		
Gross Margin Sharing ($)	$ -	$ 7,665	$ 7,179	$ 7,394	$ 7,549	$ 7,655	$ 7,716	$ 7,738		

Operational Monthly Report - May 2022

Subscriptions	YTD	Current Month	Previous Month	Change %
New signups	-	-	-	#DIV/0!
Customer Churn	(86)	(9)	(9)	-1%
Active subscriptions	1,860	1,860	1,869	-1%
Available Ridership	2,000	2,000	2,000	0%
Subscribed Ridership (%)	93%	93%	93%	-1%
Expected Revenues	$ 85,396	$ 9,299	$ 9,346	-1%
Revenues Collected	$ 85,396	$ 9,299	$ 9,346	-1%
Collection rate	100%	100%	100%	0%

Profit & Loss

	YTD	Current Month	Previous Month	Change %
Revenues				
Subscriptions	$ 85,396	$ 9,299	$ 9,346	-1%
TOTAL REVENUES	$ 85,396	$ 9,299	$ 9,346	-1%
Costs of Goods Sold				
Telecom Costs	$ 4,950	$ 550	$ 550	0%
Software Updates	$ 3,338	$ 465	$ 467	-1%
Sales Commissions	$ 3,338	$ 465	$ 467	-1%
TOTAL COGS	$ (11,625)	$ (1,480)	$ (1,485)	0%
GROSS MARGIN	$ 73,771	$ 7,819	$ 7,861	-1%
Sales, General & Administrative Expenses				
Revenue Sharing	$ 7,191	$ 782	$ 786	-1%
Payroll	$ 2,562	$ 279	$ 280	-1%
Telecommunication services	$ 1,708	$ 186	$ 187	-1%
Professional fees	$ 2,135	$ 232	$ 234	-1%
Travel expenses	$ 1,708	$ 186	$ 187	-1%
Rent	$ 854	$ 93	$ 93	-1%
Cloud apps	$ 1,708	$ 186	$ 187	-1%
Web services	$ 342	$ 37	$ 37	-1%
Marketing	$ 2,989	$ 325	$ 327	0%
Repairs & Maintenance	$ 854	$ 93	$ 93	-1%
TOTAL SG&A	$ (22,049)	$ (2,400)	$ (2,412)	-1%
EBITDA	$ 51,721	$ 5,419	$ 5,449	-1%
Depreciation Expenses	$ -	$ -	$ -	#DIV/0!
Amortization Expenses	$ -	$ -	$ -	$ -
EBIT	$ 51,721	$ 5,419	$ 5,449	-1%
Interest Expenses	$ 1,207	$ 123	$ 126	-2%
INCOME BEFORE TAXES	$ 50,514	$ 5,296	$ 5,323	-1%
Income Taxes	$ 10,216	$ 1,112	$ 1,118	-
NET INCOME	$ 40,298	$ 4,184	$ 4,205	0%

Definitions for the line items in the Operational Monthly Report:

Subscriptions section:

1. New signups: New parent/guardian users that subscribe to the ReaXium App
2. Customer Churn: Customer attrition, also known, as customer churn, customer turnover, or customer defection, is the loss of clients or customers.
3. Active subscriptions: Number of users actively using the ReaXium App
4. Available Ridership: Number of passengers or students using the school buses
5. Subscribed Ridership (%): percentage of expected users (parents/guardians) which subscribe to the ReaXium App
6. Expected Revenues: revenue generated from the subscriptions
7. Revenues Collected: actual revenues collected as payment completed and executed
8. Collection rate: percentage expected to subscribe to the ReaXium App based on the previous calculations

Profit & Loss section

1. Subscriptions: equal to revenue collected described previously
2. Telecom Costs: includes the activation and monthly fees for telecomm data services to the telecomm provider
3. Software Updates: costs of updating the SW (software) version of ReaXium School Bus solution
4. Sales Commissions: Commissions paid to the Sales Associated to the account
5. Revenue Sharing: amount of revenue to be shared with the City
6. Payroll: part of SG&A (Sales General & Administration costs)
7. Telecommunication Services: Costs associated to the telecommunication services relative to the solution implemented for the City.
8. Professional fees: Costs associated to the professional services needed to setup the school bus applications as well as other applications relative to the solution implemented for the City
9. Travel expenses: Costs of traveling to City of Pembroke Pines to provide services and support
10. Rent: fraction of the costs associated to the rental of ReaXium offices
11. Cloud apps: fraction of the costs to support the cloud base services (AWS – Amazon Web Services)
12. Web services: fraction of the costs to support the web services licenses fees
13. Marketing Expenses: fraction of the cost that support the marketing plan provided by ReaXium
14. Repairs & Maintenance: fraction of the costs to support the HW/SW (hardware/software) components of the solutions implemented
15. Depreciation Expenses: Depreciation costs
16. Amortization Expenses: Amortization of investment made in HW/SW
17. Interest Expenses: Interest related to the funding of the project
18. Income Taxes: Taxes related to the operation of the services per year

REAXIUM
School Suite

ReaXium Mobile App Subscription Agreement

You ("Subscriber") have requested access to the ReaXium School Bus App (the "App") provided by ReaXium, Inc. ("ReaXium"), a Florida company. You agree that the App is subject to the terms of the following subscription agreement ("Agreement"):

1. **Term**

The term of your subscription begins on the date you activate your account. Our default subscription term is monthly (*i.e.* 28-31 days). The term automatically renews authorizing us to charge you as per our subscription agreement the necessary fees due for each period, if applicable. As the subscription is automatically renewing as per the term length, so is this Agreement and the parameters set forth within.

1.1 Term and Renewal. This Agreement shall remain in full force and effect while you use the App. Your subscription will renew automatically until it is cancelled in accordance with this Section. For all subscriptions, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card, if applicable..

1.2 Cancellation Policy for subscriptions. You may cancel your subscription prior to any renewal term through the Account Management section of the App. Please note that only certain cancellation methods are permitted as described within this Agreement. We do not provide prorated credits or refunds beyond any applicable "money back" guarantee. A more detailed explanation of our "No Refund" policy is described below. If you don't properly cancel your account, it will automatically renew for the same term length that was most recently in effect.

1.3 Terminating Your Account. We reserve the right to suspend or terminate your account at any time; however, as a practical matter, suspension or termination usually only happens in two circumstances: (a) you haven't paid your subscription fee on time, if applicable; or (b) you haven't complied with our subscription terms. In most cases, in the event of non-payment, a grace period will be allotted automatically by the App to provide you with an opportunity to bring your account current, if applicable. In the event of a breach of subscription terms, our precise course of action will depend upon the nature of the breach and the effect, if any, on our service as a whole and our intellectual property rights. IF AN ACCOUNT IS TERMINATED OR CANCELLED FOR ANY REASON (BY YOU OR US), ALL DATA EXISTING IN THE ACCOUNT (INCLUDING, BUT NOT LIMITED TO, NOTIFICATIONS, REPORTS, ACTIVITY, COMMENTS, AND SO FORTH), IS SUBJECT TO IMMEDIATE DELETION REGARDLESS OF WHETHER YOU BECOME A NEW SUBSCRIBER AT A LATER DATE.

2. **Fees and Payments - If Applicable**

You must be 18 years of age or older to purchase or sign-up a subscription to the App. If you are less than 18 years of age and want to make any such purchase, please ask your parent or guardian to complete the purchase on your behalf. You agree to pay the subscription fees and any other charges incurred in connection with your account for the App (including any applicable taxes) at the rates in effect

when the charges were incurred. Subscription fees will be billed at the beginning of your subscription and any renewal. By giving us your payment information (e.g. credit card information) you are expressly giving us permission to charge you for all fees incurred in connection with your account. ReaXium reserves the right to modify subscription fees or impose additional fees at any time by providing you notice in advance and an opportunity to cancel. Subscription fees are due in advance, when service is first made available to you. For example, if you activate your account on June 1st and you're on a monthly billing cycle, then fees for service from June 1 – June 30 are due in full on June 1st. Fees for service from July 1 – July 31 will be due July 1st, and so forth. If we don't receive timely payment, we reserve the right to suspend or terminate your account. We reserve the right to revoke access to your activated account until payment is deemed successful.

2.1 Payment through Third Parties. In addition, use of the App may necessitate usage of services from third parties not related to Us, including, without limitation, our Payment Gateway partner ("Payment Gateway Partner"), Stripe (whose terms are located at https://stripe.com/legal - please note that We may from time to time change our Payment Gateway Partner at Our discretion). You agree that the terms of use for Stripe (or our Payment Gateway Partner from time to time) including such terms as amended from time to time in the Payment Gateway Partner's sole discretion, are incorporated into this Agreement, and you will be subject to any terms applicable to such third party services ("Third Party Terms") . For any subscription you purchase, you authorize subscription fees to be billed automatically to the means of payment you designate. You agree to provide a valid means of payment and accurate, complete and updated information required by the subscription registration form. By submitting your means of payment (e.g., credit card) as the form of payment, you represent and warrant that your use of such means of payment is authorized and that all information that you submit is true and accurate (including, without limitation, credit card number and expiration date). In doing so, you also authorize charges to your means of payment for all amounts payable by you based on the subscription plan you selected, including, but not limited to, all fees and any applicable taxes. Failure to comply may result in the immediate suspension or termination of your access to the App. If you want to update your credit card on file, you can do so through the Account Management section of the App. \In addition, you give us the right to use this information in response to a valid legal process, or for the purpose of establishing or protecting our rights. We don't assume any responsibility for any use or disclosure by any third parties.

2.2. Non-Refundable. As a general matter, all fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. If you contract with us for a monthly subscription and decide a few days later that you'd like to cancel, we don't issue a refund

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relating to prepaid amounts associated with the remainder of any unused term. We also don't issue refunds or credits because you didn't use the service over any particular period of time. The policy helps us efficiently plan for and address anticipated server loads, staffing needs, and product improvements. We provide multiple pricing plans that fairly balance your reasonable flexibility needs with our reasonable business needs.

2.3 Unable-to-be-processed payments. If we are unable to process your means of payment at any time, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us. Your agreement with your credit issuer governs use of your credit card. You must refer to those agreements with respect to your rights and liabilities as, as applicable, a cardholder. We reserve the right to continue to collect payment (and to continue to attempt to collect payment) that has not been collected due to technical or other issues.

3. User Accessibility

Each user needs a unique username and password to use our App. We reserve the right to assign these credentials, but generally we allow you to choose your own credentials so long as they're not already in use, aren't inappropriate or offensive, and don't infringe upon anyone else's rights. We don't authorize sharing usernames. One subscription grants you access to the App through the login credentials granted to you. One login credential pair (username and password) will only work on one unique device at a time. In order to access the App from different devices (e.g. mobile phone, tablet, or computer), the user needs to log out of any active sessions. Each user who would like control of their login credentials and active sessions on the App must subscribe individually to our system.

3.1 Guidelines for Account Administration. It is extremely important that you protect your subscribed access to the App by not disclosing your unique login credentials to anyone. In the event you do, as the authorized subscriber, you are responsible for any and all data or activity produced, copied, shared, or disclosed by the particular users you allow to login to the App using your paid-for login credentials. Each user has certain abilities and access rights provided by the App, and we assume no responsibility for acts inconsistent with the guidelines below. Generally, the individual who initially activated the account ("Subscriber") has the authority, during the period for which the party has paid for access to the account, to: (a) cancel the account; and (b) access any and all data in the account, including the authority to contact support and request that we override existing user-designated access permissions and protocols. The party or entity whose credit card and/or other payment information being used for the account ("Designated Payor ") will determine the Subscription plan size and therefore the allotted number of App users under one Subscription. These App users have the same access rights as the Subscriber, even if the Designated Payor is not the same person or entity as the Subscriber. However, per paid

subscription, only the allotted number of sets of login credentials will be issued. If the Subscriber and Designated Payor are not the same person, but require the same access to the App, a Subscription plan with at least 2 allotted end users will be required to activate two sets of login credentials. Accordingly, the Subscriber should use extreme care when determining the Designated Payor, and review such information regularly to confirm its accuracy. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AT ALL TIMES WE RESERVE THE EXCLUSIVE RIGHT (BUT DO NOT ASSUME THE OBLIGATION) TO REQUEST ANY ADDITIONAL EVIDENCE THAT WE BELIEVE IS REASONABLE AND SUFFICIENT TO ESTABLISH THAT THE PERSON REQUESTING ANY PARTICULAR ADMINISTRATIVE ACTION HAS THE REQUISITE LEGAL AUTHORITY TO DO SO. IN ADDITION, DUE TO THE SENSITIVE NATURE OF SUBSCRIBER DATA, PRIOR TO COMPLETING ANY ADMINISTRATIVE ACTION ON YOUR BEHALF WE RESERVE THE RIGHT (BUT ARE NOT OBLIGATED) TO REQUIRE A SIGNED, NOTARIZED STATEMENT OR AFFIRMATION: (A) ATTESTING TO THE EXISTENCE OF SUFFICIENT LEGAL AUTHORITY FOR YOU TO DIRECT US TO PERFORM THE REQUESTED ADMINISTRATIVE ACTION; AND (B) AGREEING TO INDEMNIFY, HOLD HARMLESS AND DEFEND REAXIUM (AND ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY CLAIM ARISING FROM OR RELATING TO YOUR LEGAL AUTHORITY TO DIRECT COMPLETION OF THE ADMINISTRATIVE ACT REQUESTED.

3.2 Privacy and Your Account. Registration data and other information about you are subject to our Privacy Policy. If your access to the App has been provided by or through a third party (for example, your employer or an education institution where you are a guardian to a student) (each, a "Third Party"), the Third Party may have provided us with information about you to enable us to provide you with access to the App and distinguish you from other subscribers (such as your email address or name). If you access the App using a password, you are solely responsible for maintaining the confidentiality of that password. If you provide someone else with access to your password to the App, they will have the ability to view information about your account and make changes through the App. You agree to notify us promptly if you change your billing and delivery addresses and email address so we can continue to contact you and send any notices required hereunder. If you fail to notify us promptly of a change, then any notice we send to your old address shall be deemed sufficient notice. If you believe someone has accessed the App using your user name and password without your authorization, please immediately notify us by contacting support@reaxium.com. Through the App, you may choose to reset your password.

4. Our Responsibilities

It's our ongoing desire to keep the App up, accessible, and fast. We work every day to make that happen. Also, we assure you that all confidential data that you store in your account, will be treated in accordance with the terms set forth in paragraph 7 ("Intellectual Property Rights") and paragraph 10 ("Response To Legal Process") below. When we need to schedule maintenance, we will try to schedule it at times when most of our users aren't typically using the App. We will also try to give all of our users advance notice by way of an advance alert in the App or through email communication. If at any time you can't access your account, please contact our support team members by phone between 9am and 5pm Eastern time, or you can email them anytime at support@reaxium.com. In the unlikely event of a system-wide issue, it is very likely we already know about it (we perpetually monitor our App), and that multiple people are attempting to resolve it as quickly as possible. We all know that the Internet, and often your individual connection to it, can occasionally be slow or even inaccessible. Access issues can adversely affect your experience using the App. Also, it's possible that events out of our control (*e.g.* Acts of God, fire, flood, hurricane, other *force majeure* events, DNS (Domain Naming System) or other attacks), may happen that will also adversely affect our App or your ability to access it. Neither of us is responsible for the effect of any such events. We have implemented a series of highly protective procedures – including working with some of our industry's most respected hosting platforms and other service providers - that are intended to give us and our partners an extremely high degree of redundancy, security, and reliability.

5. Your Responsibilities

The subscriber in whose name the account is activated is ultimately responsible for all use of the account, all actions of authorized or unauthorized end users, and all the data uploaded to the account. As such, we strongly recommend that you follow "good computing" practices, such as: keeping activated login credentials like your username or user ID and password confidential; frequently changing your password; using good anti-virus and security software; and keeping your device and the App version up to date. Your password should be strong, utilizing combinations of upper and lower case characters, numbers, and special characters.

5.1 Third party fees or charges. You also are responsible for any fees or charges incurred to access the App through an Internet access provider or other third party service, including any mobile data charges or other fees charged to you by your wireless carrier if you access the App via a mobile device. AS BETWEEN YOU AND US, YOU, AND NOT US, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR MEANS OF PAYMENT (E.G., CREDIT CARD OR PAYPAL ACCOUNT) BY A THIRD PARTY, EVEN IF NOT AUTHORIZED BY YOU.

5.2 System Requirements. Your system may need to meet certain minimum requirements in order for you to be able to utilize the App. You are solely responsible for ensuring that your system meets the Minimum System Requirements and for any costs associated with this.

5.3 Passwords and access to the App. To obtain access to the App, you may be required to register with ReaXium which may include providing your name, address, email address, age and gender (and/or other information requested by us) to create a ReaXium account. You will also be required to choose a username and password or access code (collectively, the "Password"). You agree to: (i) provide current, complete, true and accurate information; (ii) maintain and update your information as required to keep it current, complete and accurate; and (iii) provide additional information about yourself as may be requested by us from time to time. Please note that we may use such information in accordance with the Privacy Policy. We reserve the right to require you to periodically change your Password. You agree:

1. That you are and shall be responsible for maintaining the confidentiality and security of your Password, and for restricting access to your device, downloaded App, and your Password;
2. Not to share, transfer, lease, assign or sublicense any Password without ReaXium's prior written consent;
3. Not to circumvent the password restrictions on the App, nor allow others to do so on your behalf;
4. Not to use anyone else's Password;
5. To notify ReaXium immediately upon discovery or suspicion of compromise of the confidentiality of any Password; and
6. That we may impose restrictions on the number of concurrent log-ins via your account (e.g., may prohibit more than one App log-in using your account at any given time).

You acknowledge and agree that your subscription to the App is personal to you and that you will not share your Password or grant any other person access to the App, using your Password or otherwise, without ReaXium's prior written consent. You further acknowledge and agree that you shall be solely liable and responsible for all activities that occur under your Password. You further agree that ReaXium shall not be responsible for your failure to comply with this Section or any loss or damage arising out of, or related to, the use of your Password by you or anyone other than us. You may not use the App for any unlawful purpose or for any purpose other than as expressly authorized herein. We shall have the right, in our sole discretion, to refuse or restrict anyone from access to any or all of the App at any time for any reason or to refuse to permit you to use a Password for any reason, including but not limited to, that your Password impersonates someone else, is protected by trademark or other intellectual property rights, or is vulgar or otherwise offensive, as determined solely by us in our sole discretion. You may only receive login access to the the App if you are a subscriber in good standing with a valid, authorized credit card or PayPal account on file with ReaXium.

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6. Activities We Don't Allow

Our App is not to be used for: (a) any independent licensing, sub-licensing, renting, leasing, or other kind of resale; (b) any distribution of "spam"; (c) sending, storing or uploading any obscene, unlawful or infringing material, or violating anyone's rights; (d) sending, storing, or uploading any malicious code, viruses, or the like, or doing anything that disrupts the performance of the App generally; (e) impersonating anyone, including our personnel; (f) providing support or resources to organizations designated by the United States government as terrorist organizations; (g) attempting to gain unauthorized access to our servers or partners; (h) attempting to circumvent or interfere with any of our user or usage metering or pricing, or attempting to thwart any restrictions or limitations that accompany the ordinary use of the App; The App is not to be accessed in any way other than by the ReaXium provided or authorized login interface.

6.1 Limitations on Use:

1. Only one individual may access the App at the same time using the same user name or password.
2. The text, graphics, images, video, artwork, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including but not limited to any copyrights, trademarks, service marks, trade names, trade dress, patent rights, or database rights (the "Content") available through the App are our property or the property of our advertisers and licensors and are protected by copyright and other intellectual property laws. Unless you have our written consent, you may not use, sell, publish, distribute, retransmit or otherwise provide access to the Content received through the App to anyone, with the following exceptions:
    a. You may occasionally use our share functions within the App, if applicable, to distribute some of the Content. You are not permitted to use this service for the purpose of regularly providing other users with access to content from the App.
3. Additional Restrictions on Use of the Content.
    a. You agree not to rearrange or modify the Content available through the App. You agree not to display, post, frame, or scrape the Content for use on another website, app, blog, product or service, except as otherwise expressly permitted by this Agreement. You agree not to create any derivative work based on or containing the Content. The framing or scraping of or in-line linking to the App or any Content contained thereon and/or the use of webcrawler, spidering or other automated means to access, copy, index, process and/or store any Content made available on or through the App other than as expressly authorized by us is prohibited.

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b. You further agree to abide by exclusionary protocols (e.g., Robots.txt, Automated Content Access Protocol (ACAP), etc.) that may be used in connection with the App. You may not access parts of the App to which you are not authorized, or attempt to circumvent any restrictions imposed on your use or access of the App.
c. As a general rule, you may not use the Content in any commercial product or service, without our express written consent.
d. You may not create apps, extensions, or other products and services that use our Content without our permission. You may not aggregate or otherwise use our Content in a manner that could reasonably serve as a substitute for a subscription to the App.
e. Any unauthorized or prohibited use of any Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. We require users to respect our copyrights, trademarks, and other intellectual property rights and shall enforce same.
f. You may not access or view the App with the use of any scripts, extensions, or programs that alter the way the App is displayed, rendered, or transmitted to you without our written consent.

4. You agree not to use the App for any unlawful purpose. We reserve the right to terminate or restrict your access to the App if, in our opinion, your use of the App may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

7. Intellectual Property Rights

The App is owned and operated by ReaXium, Inc, a Florida corporation. Our company websites, our manuals, FAQs, and all related collateral materials, in addition to our name, logos, taglines, and goodwill all belong exclusively to us. Your rights to use the App and the related materials are subject to the terms of this Agreement. We don't grant any rights to use anything else without written consent from one of our authorized company officers. We don't allow anyone to: (a) modify, copy, or create derivative works based on our App, its copyrighted design, or its "look and feel"; (b) frame or mirror any part of the App; (c) use any "bots", "spiders", scripts, or other similar devices or processes in connection with our App; (d) apply or attempt to apply any virus, worm, Trojan horse or similar malicious code to our App; or (e) reverse engineer, decompile or disassemble our App. Data that you upload or post to the App, if applicable, ("Subscriber Data") is treated as strictly confidential, and we won't use it or disclose it to anyone, except as set forth in this Agreement. We can assure you that access to Subscriber Data is not only treated as confidential with respect to third parties but also highly restricted within our own

organization. We only access and use Subscriber Data to: (a) address technical problems or handle support issues, and then only in a highly confidential manner; or (b) as we believe may be required to permit the normal operation of the App and comply with applicable law. Subscriber Data doesn't include data relating to the use or operation of our App, such as anonymous usage-related data and technical-related data that we collect in connection with the use of the App ("Usage Data"). As is common with most software-as-a-service providers, we reserve the right to collect, monitor, aggregate and use Usage Data in any way. Usage Data improves the functionality and performance of our App, provides us with real, actionable data on user preferences and behaviors, determines performance benchmarks, and aids us in developing helpful content for schools, families, and the entire ReaXium community. As between you and us, Subscriber Data is confidential and yours; however, you give us as license to host, copy, transmit and display your data as is necessary for the normal operation of our App, in connection with the inter-operation of our App with other third-party Apps with which we integrate, and as otherwise noted in this Agreement. We claim no ownership rights whatsoever (by express or implied lien, operation of law, or otherwise) in any Subscriber Data that you upload to our App; provided, however, access and availability to the Subscriber Data is subject to the terms and conditions contained in this Agreement.

7.1 Comments and Suggestions. We welcome your comments and suggestions, and our design team regularly reviews them. Submitting comments and suggestions is completely voluntary. We don't provide any compensation or acknowledgement for them, but we value them as important feedback. Upon providing it to us, you grant to us a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate the feedback in any manner relating to the use, improvement, marketing or operation of the Application. Please don't ever send us anything that may infringe upon someone else's rights or violate any confidences. We don't want any such information, we would never purposefully accept or use any such information, and assume no responsibility for it. Feedback for the App can be sent by email correspondence to support@reaxium.com.

8. Liability Limitations

WITH THE SOLE EXCEPTION OF THE EXPRESS TERMS OF ANY SERVICE-LEVEL GUARANTEE OR "MONEY BACK" GUARANTEE THEN IN EFFECT, THE APPLICATION, AND ALL OF ITS RELATED MATERIAL, IS MADE AVAILABLE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." REAXIUM MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE APPLICATION, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT-ABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, EACH OF WHICH IS HEREBY EXPRESSLY DISCLAIMED. THERE IS NO GUARANTEE THAT ACCESS TO THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS WILL BE

CORRECTED. REAXIUM IS NOT LIABLE FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF, OR THE INABILITY TO USE, THE SERVICE. REAXIUM IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THE SERVICE. THE MAXIMUM LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO REAXIUM FOR YOUR SUBSCRIPTION DURING THE 12 MONTHS PRIOR TO THE INCIDENT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY EVEN IF REAXIUM HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, KNEW OF THE POSSIBILITY, OR SHOULD HAVE KNOWN OF THE POSSIBILITY, REGARDLESS OF HOW SUCH DAMAGES MAY HAVE ARISEN, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH A CLAIM IS BASED. From time to time we may provide functionality that facilitates access to, or integrates with, other third-party applications or services (*e.g.* synchronization with your associated organization's website or servers). You give us the right to use Subscriber Data as required for the normal interaction and inter-operation of our App with the third-party application. We do not assume any responsibility for the operation or support of such application, the terms and conditions for use of those services – including important terms and conditions which may relate to their use of Subscriber Data - are set by the respective providers. THE WARRANTY LIMITATIONS, DISCLAIMERS, AND OTHER LEGAL PROTECTIONS APPLICABLE TO REAXIUM HEREIN MAY BE ASSERTED IN FULL BY ITS PARENT, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATED COMPANIES, AND EACH ARE INTENDED THIRD-PARTY BENEFICIARIES OF SUCH PROTECTIONS.

9. Indemnity

You agree to indemnify, hold harmless, and defend ReaXium from and against any and all claims, losses, damages and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) your Subscriber Data; (b) your use of the App; and (c) your negligent acts or omissions, or those of your unauthorized users.

10. Response to Legal Process

The privacy and security of account data is of the utmost importance to us. If we are served with a legal request to produce or disclose any account data (such as via subpoena or court order) we will first provide the affected Subscriber(s) with notice of the disclosure request so as to provide such Subscriber(s) with the opportunity to promptly intervene, unless we are specifically prohibited from doing so by law or court order. We reserve the right to take any action that is necessary to comply with law, to protect our rights, or to protect the rights of our other subscribers.

11. Availability of Service through other Platforms; Third Parties

If you download and access the App, the applicable End User License Agreement for the mobile service through which you downloaded the mobile application may apply in addition to the terms of this Agreement and you agree that you are subject to such application or platforms terms in addition to this Agreement.

11.1 Third Party Payment Services. From time to time, we will use a third party not affiliated with us to process payments for the subscription to access the App, such as "Stripe" (a Third Party Processor). When using such Third Party Processor you may be subject to additional terms of use/service and privacy policy(ies) of the Third Party Processor.

12. Third Party Web Sites, Services, and Software

Your use of any third party websites, content, data, information, applications, goods, services or materials (collectively, "Third Party Services") does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on our part or of our affiliates. Accordingly, we encourage you to be aware when you leave the App and to read the terms and conditions and privacy policy of each Third Party Service you use.

13. General

This Agreement contains the final and entire agreement between us regarding your use of the App and supersedes all previous and contemporaneous oral or written agreements regarding your use of the App or subscription. We may discontinue or change the App, or its availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to any conflict or choice of law principles. For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the Counties of Palm Beach or Broward in the State of Florida. Our failure to enforce any provision of this Agreement or to respond to a breach by you or other parties of this Agreement shall not in any way waive our rights to subsequently enforce any term or condition of this Agreement. We agree that the prevailing party in any litigation or arbitration shall be entitled to recover reasonable legal fees, costs and disbursements from the non-prevailing party. In the event that any provision of this Agreement is held illegal, void or ineffective, the remaining portions will remain in full force and effect. This Agreement shall not be construed so as to create any third-party beneficiaries, except as specifically stated herein. ReaXium may modify this Agreement from time to time and such modification shall be automatically effective upon posting in the App or on the company website at

www.reaxium.com. Continued use of the service after the posting of a revised Agreement constitutes your acceptance of the revised Agreement.

13.1 Changes to Subscriber Agreement. We may change the terms of this Agreement at any time by notifying you of the change in writing or electronically (including without limitation, by email or by posting a notice on the App that the terms have been "updated" or similar words). By using the App after changes are made to this Agreement you signify that you agree to be bound by such changes. You acknowledge and agree that you shall be responsible for reviewing this Agreement from time to time for changes, and that changes to this Agreement shall be effective thirty days after posting.. By continuing to use the App after we have posted any such changes in the Agreement, you are agreeing to be bound by all of the Agreement, as amended, with respect to your use of the App following the posting of such changes.

Please direct all inquiries to:
ReaXium Inc.
23123 State Road 7, Suite 200C
Boca Raton, FL 33428
1-855-REAXIUM
support@reaxium.com

REAXIUM MOBLIE APPLICATION ACKNOWLEDGEMENT AND CONSENT

The Family Educational Rights and Privacy Act of 1974 (FERPA) and Section 1002.22, 1002.221, and 1002.222, Florida Statutes are designed to protect the privacy of students' educational records and to establish the rights of its students to inspect and review their educational records. It is the policy of [NAME OF PEMBROKE PINES CHARTER SCHOOL] ("SCHOOL"), to maintain the confidentiality of each student's education records in accordance with FERPA.

I, the undersigned, hereby authorize SCHOOL and its authorized representatives to release records associated with the student whose name appears below, held by SCHOOL, to REAXIUM, INC. These records may include, but are limited to, the students name, address, bus route, grade level, and SCHOOL bus ridership information.

I authorize SCHOOL to release student's records to REAXIUM, INC. so that REAXIUM, INC. may use the records to develop and manage transportation and student rider management system software that will allow SCHOOL to effectively and efficiently collect student ridership data associated with bus transportation services provided by SCHOOL. REAXIUM, INC. will hold records in strict confidence and will not use or disclose records for any unauthorized purpose.

I acknowledge by my signature that I understand that although I am not required to grant authorization to my child's records to REAXIUM, INC. I am giving my consent to release the information. I understand that this release remains in effect until I revoke such consent in writing and written revocation is delivered to SCHOOL and REAXIUM, INC. I understand that any such revocation shall not affect disclosures previously made by SCHOOL to REAXIUM, INC. prior to the receipt and processing of any such revocation.

I agree to hold the City of Pembroke Pines, SCHOOL and REAXIUM, INC. harmless from any liability that may arise related to the acknowledgement and consent contained herein.

I, the undersigned have read this acknowledgement and waiver and fully understands its terms. I acknowledge and agree that no representation, statement or inducements apart from what is written in this waiver has been made to me by City. I expressly agree that this acknowledgement and waiver agreement is intended to be as broad and inclusive as is permitted by the laws of Florida and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent/Guardian's Signature	Parent/Guardian's Name Printed	Date
_____	_____	_____

First and Last Name of Child

_____

DRAFT

When you use our services, you're trusting us with your information. We understand this is a big responsibility and work hard to protect your information and put you in control.

This Privacy Policy is meant to help you understand what information we collect, why we collect it, and how you can update, manage, export, and delete your information.

Effective March 31, 2020

Archived versions

We build a range of services that help millions of people daily to explore and interact with the world in new ways. Our services include:

- Google apps, sites, and devices, like Search, YouTube, and Google Home
- Platforms like the Chrome browser and Android operating system
- Products that are integrated into third-party apps and sites, like ads and embedded Google Maps

You can use our services in a variety of ways to manage your privacy. For example, you can sign up for a Google Account if you want to create and manage content like emails and photos, or see more relevant search results. And you can use many Google services when you're signed out or without creating an account at all, like searching on Google or watching YouTube videos. You can also choose to browse the web privately using Chrome in Incognito mode. And across our services, you can adjust your privacy settings to control what we collect and how your information is used.

To help explain things as clearly as possible, we've added examples, explanatory videos, and definitions for key terms. And if you have any questions about this Privacy Policy, you can contact us.

INFORMATION GOOGLE COLLECTS

We want you to understand the types of information we collect as you use our services

We collect information to provide better services to all our users — from figuring out basic stuff like which language you speak, to more complex things like which ads you'll find most useful, the people who matter most to you online, or which YouTube videos you might like. The information Google collects, and how that information is used, depends on how you use our services and how you manage your privacy controls.

When you're not signed in to a Google Account, we store the information we collect with unique identifiers tied to the browser, application, or device you're using. This helps us do things like maintain your language preferences across browsing sessions.

When you're signed in, we also collect information that we store with your Google Account, which we treat as personal information.

Things you create or provide to us

When you create a Google Account, you provide us with personal information that includes your name and a password. You can also choose to add a phone number or payment information to your account. Even if you aren't signed in to a Google Account, you might choose to provide us with information — like an email address to receive updates about our services.

We also collect the content you create, upload, or receive from others when using our services. This includes things like email you write and receive, photos and videos you save, docs and spreadsheets you create, and comments you make on YouTube videos.

Information we collect as you use our services

Your apps, browsers & devices

We collect information about the apps, browsers, and devices you use to access Google services, which helps us provide features like automatic product updates and dimming your screen if your battery runs low.

The information we collect includes unique identifiers, browser type and settings, device type and settings, operating system, mobile network information including carrier name and phone number, and application version number. We also collect information about the interaction of your apps, browsers, and devices with our services, including IP address, crash reports, system activity, and the date, time, and referrer URL of your request.

We collect this information when a Google service on your device contacts our servers — for example, when you install an app from the Play Store or when a service checks for automatic updates. If you're using an Android device with Google apps, your device periodically contacts Google servers to provide information about your device and connection to our services. This information includes things like your device type, carrier name, crash reports, and which apps you've installed.

Your activity

We collect information about your activity in our services, which we use to do things like recommend a YouTube video you might like. The activity information we collect may include:

- Terms you search for
- Videos you watch
- Views and interactions with content and ads
- Voice and audio information when you use audio features
- Purchase activity
- People with whom you communicate or share content
- Activity on third-party sites and apps that use our services
- Chrome browsing history you've synced with your Google Account

If you use our services to make and receive calls or send and receive messages, we may collect telephony log information like your phone number, calling-party number, receiving-party number, forwarding numbers, time and date of calls and messages, duration of calls, routing information, and types of calls.

You can visit your Google Account to find and manage activity information that's saved in your account.

Your location information

We collect information about your location when you use our services, which helps us offer features like driving directions for your weekend getaway or showtimes for movies playing near you.

Your location can be determined with varying degrees of accuracy by:

- GPS
- IP address
- Sensor data from your device
- Information about things near your device, such as Wi-Fi access points, cell towers, and Bluetooth-enabled devices

The types of location data we collect depend in part on your device and account settings. For example, you can turn your Android device's location on or off using the device's settings app. You can also turn on Location History if you want to create a private map of where you go with your signed-in devices.

In some circumstances, Google also collects information about you from publicly accessible sources. For example, if your name appears in your local newspaper, Google's Search engine may index that article and display it to other people if they search for your name. We may also collect information about you from trusted partners, including marketing partners who provide us with information about potential customers of our business services, and security partners who provide us with information to protect against abuse. We also receive information from advertisers to provide advertising and research services on their behalf.

We use various technologies to collect and store information, including cookies, pixel tags, local storage, such as browser web storage or application data caches, databases, and server logs.

We use data to build better services

We use the information we collect from all our services for the following purposes:

Provide our services

We use your information to deliver our services, like processing the terms you search for in order to return results or helping you share content by suggesting recipients from your contacts.

Maintain & improve our services

We also use your information to ensure our services are working as intended, such as tracking outages or troubleshooting issues that you report to us. And we use your information to make improvements to our services — for example, understanding which search terms are most frequently misspelled helps us improve spell-check features used across our services.

Develop new services

We use the information we collect in existing services to help us develop new ones. For example, understanding how people organized their photos in Picasa, Google's first photos app, helped us design and launch Google Photos.

Provide personalized services, including content and ads

We use the information we collect to customize our services for you, including providing recommendations, personalized content, and customized search results. For example, Security Checkup provides security tips adapted to how you use Google products. And Google Play uses information like apps you've already installed and videos you've watched on YouTube to suggest new apps you might like.

Depending on your settings, we may also show you personalized ads based on your interests. For example, if you search for "mountain bikes," you may see an ad for sports equipment when you're browsing a site that shows ads served by Google. You can control what information we use to show you ads by visiting your ad settings.

- We don't show you personalized ads based on sensitive categories, such as race, religion, sexual orientation, or health.
- We don't share information that personally identifies you with advertisers, such as your name or email, unless you ask us to. For example, if you see an ad for a nearby flower shop and select the "tap to call" button, we'll connect your call and may share your phone number with the flower shop.



Go to Ad Settings

Measure performance

We use data for analytics and measurement to understand how our services are used. For example, we analyze data about your visits to our sites to do things like optimize product design. And we also use data about the ads you interact with to help advertisers understand the performance of their ad campaigns. We use a variety of tools to do this, including Google Analytics. When you visit sites that use Google Analytics, Google and a Google Analytics customer may link information about your activity from that site with activity from other sites that use our ad services.

Communicate with you

We use information we collect, like your email address, to interact with you directly. For example, we may send you a notification if we detect suspicious activity, like an attempt to sign in to your Google Account from an unusual location. Or we may let you know about upcoming changes or improvements to our services. And if you contact Google, we'll keep a record of your request in order to help solve any issues you might be facing.

Protect Google, our users, and the public

We use information to help improve the safety and reliability of our services. This includes detecting, preventing, and responding to fraud, abuse, security risks, and technical issues that could harm Google, our users, or the public.

We use different technologies to process your information for these purposes. We use automated systems that analyze your content to provide you with things like customized search results, personalized ads, or other features tailored to how you use our services. And we analyze your content to help us detect abuse such as spam, malware, and illegal content. We also use algorithms to recognize patterns in data. For example, Google Translate helps people communicate across languages by detecting common language patterns in phrases you ask it to translate.

We may combine the information we collect among our services and across your devices for the purposes described above. For example, if you watch videos of guitar players on YouTube, you might see an ad for guitar lessons on a site that uses our ad products. Depending on your account settings, your activity on other sites and apps may be associated with your personal information in order to improve Google's services and the ads delivered by Google.

If other users already have your email address or other information that identifies you, we may show them your publicly visible Google Account information, such as your name and photo. This helps people identify an email coming from you, for example.

We'll ask for your consent before using your information for a purpose that isn't covered in this Privacy Policy.

YOUR PRIVACY CONTROLS

You have choices regarding the information we collect and how it's used

This section describes key controls for managing your privacy across our services. You can also visit the Privacy Checkup, which provides an opportunity to review and adjust important privacy settings. In addition to these tools, we also offer specific privacy settings in our products — you can learn more in our Product Privacy Guide.



Go to Privacy Checkup

Managing, reviewing, and updating your information

When you're signed in, you can always review and update information by visiting the services you use. For example, Photos and Drive are both designed to help you manage specific types of content you've saved with Google.

We also built a place for you to review and control information saved in your Google Account. Your Google Account includes:

Privacy controls



Activity Controls

Decide what types of activity you'd like saved in your account. For example, you can turn on Location History if you want traffic predictions for your daily commute, or you can save your YouTube Watch History to get better video suggestions.

Go to Activity Controls



Ad settings

Manage your preferences about the ads shown to you on Google and on sites and apps that partner with Google to show ads. You can modify your interests, choose whether your personal information is used to make ads more relevant to you, and turn on or off certain advertising services.

Go to Ad Settings



About you

Control what others see about you across Google services.

Go to About You



Shared endorsements

Choose whether your name and photo appear next to your activity, like reviews and recommendations, that appear in ads.

Go to Shared Endorsements

Information you share



If you're a G Suite user, control whom you share information with through your account on Google+.

Go to Information You Share

Ways to review & update your information



My Activity

My Activity allows you to review and control data that's created when you use Google services, like searches you've done or your visits to Google Play. You can browse by date and by topic, and delete part or all of your activity.

Go to My Activity



Google Dashboard

Google Dashboard allows you to manage information associated with specific products.

Go to Dashboard



Your personal information

Manage your contact information, such as your name, email, and phone number.

Go to Personal Info

When you're signed out, you can manage information associated with your browser or device, including:

- Signed-out search personalization: Choose whether your search activity is used to offer you more relevant results and recommendations.
- YouTube settings: Pause and delete your YouTube Search History and your YouTube Watch History.
- Ad Settings: Manage your preferences about the ads shown to you on Google and on sites and apps that partner with Google to show ads.

Exporting, removing & deleting your information

You can export a copy of content in your Google Account if you want to back it up or use it with a service outside of Google.



Export your data

You can also request to remove content from specific Google services based on applicable law.

To delete your information, you can:

- Delete your content from specific Google services
- Search for and then delete specific items from your account using My Activity
- Delete specific Google products, including your information associated with those products
- Delete your entire Google Account



Delete your information

And finally, Inactive Account Manager allows you to give someone else access to parts of your Google Account in case you're unexpectedly unable to use your account.

There are other ways to control the information Google collects whether or not you're signed in to a Google Account, including:

- Browser settings: For example, you can configure your browser to indicate when Google has set a cookie in your browser. You can also configure your browser to block all cookies from a specific domain or all domains. But remember that our services rely on cookies to function properly, for things like remembering your language preferences.

- Device-level settings: Your device may have controls that determine what information we collect. For example, you can modify location settings on your Android device.

SHARING YOUR INFORMATION

When you share your information

Many of our services let you share information with other people, and you have control over how you share. For example, you can share videos on YouTube publicly or you can decide to keep your videos private. Remember, when you share information publicly, your content may become accessible through search engines, including Google Search.

When you're signed in and interact with some Google services, like leaving comments on a YouTube video or reviewing an app in Play, your name and photo appear next to your activity. We may also display this information in ads depending on your Shared endorsements setting.

When Google shares your information

We do not share your personal information with companies, organizations, or individuals outside of Google except in the following cases:

With your consent

We'll share personal information outside of Google when we have your consent. For example, if you use Google Home to make a reservation through a booking service, we'll get your permission before sharing your name or phone number with the restaurant. We'll ask for your explicit consent to share any sensitive personal information.

With domain administrators

If you're a student or work for an organization that uses Google services (like G Suite), your domain administrator and resellers who manage your account will have access to your Google Account. They may be able to:

- Access and retain information stored in your account, like your email

- View statistics regarding your account, like how many apps you install
- Change your account password
- Suspend or terminate your account access
- Receive your account information in order to satisfy applicable law, regulation, legal process, or enforceable governmental request
- Restrict your ability to delete or edit your information or your privacy settings

For external processing

We provide personal information to our affiliates and other trusted businesses or persons to process it for us, based on our instructions and in compliance with our Privacy Policy and any other appropriate confidentiality and security measures. For example, we use service providers to help us with customer support.

For legal reasons

We will share personal information outside of Google if we have a good-faith belief that access, use, preservation, or disclosure of the information is reasonably necessary to:

- Meet any applicable law, regulation, legal process, or enforceable governmental request. We share information about the number and type of requests we receive from governments in our Transparency Report.
- Enforce applicable Terms of Service, including investigation of potential violations.
- Detect, prevent, or otherwise address fraud, security, or technical issues.
- Protect against harm to the rights, property or safety of Google, our users, or the public as required or permitted by law.

We may share non-personally identifiable information publicly and with our partners — like publishers, advertisers, developers, or rights holders. For example, we share information publicly to show trends about the general use of our services. We also allow specific partners to collect information from your browser or device for advertising and measurement purposes using their own cookies or similar technologies.

If Google is involved in a merger, acquisition, or sale of assets, we'll continue to ensure the confidentiality of your personal information and give affected users notice before personal information is transferred or becomes subject to a different privacy policy.

KEEPING YOUR INFORMATION SECURE

We build security into our services to protect your information

All Google products are built with strong security features that continuously protect your information. The insights we gain from maintaining our services help us detect and automatically block security threats from ever reaching you. And if we do detect something risky that we think you should know about, we'll notify you and help guide you through steps to stay better protected.

We work hard to protect you and Google from unauthorized access, alteration, disclosure, or destruction of information we hold, including:

- We use encryption to keep your data private while in transit
- We offer a range of security features, like Safe Browsing, Security Checkup, and 2 Step Verification to help you protect your account
- We review our information collection, storage, and processing practices, including physical security measures, to prevent unauthorized access to our systems
- We restrict access to personal information to Google employees, contractors, and agents who need that information in order to process it. Anyone with this access is subject to strict contractual confidentiality obligations and may be disciplined or terminated if they fail to meet these obligations.

EXPORTING & DELETING YOUR INFORMATION

You can export a copy of your information or delete it from your Google Account at any time

You can export a copy of content in your Google Account if you want to back it up or use it with a service outside of Google.



Export your data

To delete your information, you can:

- Delete your content from specific Google services
- Search for and then delete specific items from your account using My Activity
- Delete specific Google products, including your information associated with those products
- Delete your entire Google Account



Delete your information

RETAINING YOUR INFORMATION

We retain the data we collect for different periods of time depending on what it is, how we use it, and how you configure your settings:

- Some data you can delete whenever you like, such as the content you create or upload. You can also delete activity information saved in your account, or choose to have it deleted automatically after a set period of time.
- Other data is deleted or anonymized automatically after a set period of time, such as advertising data in server logs.
- We keep some data until you delete your Google Account, such as information about how often you use our services.
- And some data we retain for longer periods of time when necessary for legitimate business or legal purposes, such as security, fraud and abuse prevention, or financial record-keeping.

When you delete data, we follow a deletion process to make sure that your data is safely and completely removed from our servers or retained only in anonymized form. We try to ensure that our services protect information from accidental or malicious deletion. Because of this, there may be delays between when you delete something and when copies are deleted from our active and backup systems.

You can read more about Google's data retention periods, including how long it takes us to delete your information.

COMPLIANCE & COOPERATION WITH REGULATORS

We regularly review this Privacy Policy and make sure that we process your information in ways that comply with it.

Data transfers

We maintain servers around the world and your information may be processed on servers located outside of the country where you live. Data protection laws vary among countries, with some providing more protection than others. Regardless of where your information is processed, we apply the same protections described in this policy. We also comply with certain legal frameworks relating to the transfer of data, such as the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks.

When we receive formal written complaints, we respond by contacting the person who made the complaint. We work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of your data that we cannot resolve with you directly.

California requirements

If the California Consumer Privacy Act (CCPA) applies to your information, we provide these disclosures and the tools described in this policy so you can exercise your rights to receive information about our data practices, as well as to request access to and deletion of your information. These tools allow you to review, update and delete your information, as well as export and download a copy of it. You can also read more about Google's data retention periods, and the process we follow to delete your information.

Google does not sell your personal information. We only share your information as described in this policy. Google processes your information for the purposes described in this policy, which include "business purposes" under the CCPA. These purposes include:

- **Protecting against security threats, abuse, and illegal activity.** Google uses and may disclose information to detect, prevent and respond to security incidents, and for protecting against other malicious, deceptive, fraudulent, or illegal activity. For example, to protect our services, Google may receive or disclose information about IP addresses that malicious actors have compromised.

- **Auditing and measurement.** Google uses information for analytics and measurement to understand how our services are used, as well as to fulfill obligations to our partners like publishers, advertisers, developers, or rights holders. We may disclose non-personally identifiable information publicly and with these partners, including for auditing purposes.

- **Maintaining our services.** Google uses information to ensure our services are working as intended, such as tracking outages or troubleshooting bugs and other issues that you report to us.

- **Research and development.** Google uses information to improve our services and to develop new products, features and technologies that benefit our users and the public. For example, we use publicly available information to help train Google's language models and build features like Google Translate.

- **Use of service providers.** Google shares information with service providers to perform services on our behalf, in compliance with our Privacy Policy and other appropriate confidentiality and security measures. For example, we may rely on service providers to help provide customer support.

- **Advertising.** Google processes information, including online identifiers and information about your interactions with advertisements, to provide advertising. This keeps many of our services freely available for users. You can control what information we use to show you ads by visiting your ad settings.

Google also uses information to satisfy applicable laws or regulations, and discloses information in response to legal process or enforceable government requests, including to law enforcement. We provide information about the number and type of requests we receive from governments in our Transparency Report.

If you have additional questions or requests related to your rights under the CCPA, you can contact Google.

ABOUT THIS POLICY

When this policy applies

This Privacy Policy applies to all of the services offered by Google LLC and its affiliates, including YouTube, Android, and services offered on third-party sites, such as advertising services. This Privacy Policy doesn't apply to services that have separate privacy policies that do not incorporate this Privacy Policy.

This Privacy Policy doesn't apply to:

- The information practices of other companies and organizations that advertise our services
- Services offered by other companies or individuals, including products or sites that may include Google services, be displayed to you in search results, or be linked from our services

Changes to this policy

We change this Privacy Policy from time to time. We will not reduce your rights under this Privacy Policy without your explicit consent. We always indicate the date the last changes were published and we offer access to archived versions for your review. If changes are significant, we'll provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes).

RELATED PRIVACY PRACTICES

Specific Google services

The following privacy notices provide additional information about some Google services:

- Chrome & the Chrome Operating System
- Play Books
- Payments
- Fiber
- Google Fi
- G Suite for Education

- YouTube Kids
- Google Accounts Managed with Family Link, for Children under 13 (or applicable age in your country)
- Voice and Audio Collection from Children's Features on the Google Assistant

Other useful resources

The following links highlight useful resources for you to learn more about our practices and privacy settings.

- Your Google Account is home to many of the settings you can use to manage your account
- Privacy Checkup guides you through key privacy settings for your Google Account
- Google's safety center helps you learn more about our built-in security, privacy controls, and tools to help set digital ground rules for your family online
- Privacy & Terms provides more context regarding this Privacy Policy and our Terms of Service
- Technologies includes more information about:
    - How Google uses cookies
    - Technologies used for Advertising
    - How Google uses pattern recognition to recognize things like faces in photos
    - How Google uses information from sites or apps that use our services

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Key terms

Affiliates

An affiliate is an entity that belongs to the Google group of companies, including the following companies that provide consumer services in the EU: Google Ireland Limited, Google Commerce Ltd,

Google Payment Corp, and Google Dialer Inc. Learn more about the companies providing business services in the EU.

Algorithm

A process or set of rules followed by a computer in performing problem-solving operations.

Application data cache

An application data cache is a data repository on a device. It can, for example, enable a web application to run without an internet connection and improve the performance of the application by enabling faster loading of content.

Browser web storage

Browser web storage enables websites to store data in a browser on a device. When used in "local storage" mode, it enables data to be stored across sessions. This makes data retrievable even after a browser has been closed and reopened. One technology that facilitates web storage is HTML 5.

Cookies

A cookie is a small file containing a string of characters that is sent to your computer when you visit a website. When you visit the site again, the cookie allows that site to recognize your browser. Cookies may store user preferences and other information. You can configure your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies. Learn more about how Google uses cookies and how Google uses data, including cookies, when you use our partners' sites or apps.

Device

A device is a computer that can be used to access Google services. For example, desktop computers, tablets, smart speakers, and smartphones are all considered devices.

Google Account

You may access some of our services by signing up for a Google Account and providing us with some personal information (typically your name, email address, and a password). This account information is used to authenticate you when you access Google services and protect your account from unauthorized access by others. You can edit or delete your account at any time through your Google Account settings.

IP address

Every device connected to the Internet is assigned a number known as an Internet protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the Internet.

Non-personally identifiable information

This is information that is recorded about users so that it no longer reflects or references an individually-identifiable user.

Personal information

This is information that you provide to us which personally identifies you, such as your name, email address, or billing information, or other data that can be reasonably linked to such information by Google, such as information we associate with your Google Account.

Pixel tag

A pixel tag is a type of technology placed on a website or within the body of an email for the purpose of tracking certain activity, such as views of a website or when an email is opened. Pixel tags are often used in combination with cookies.

Referrer URL

A Referrer URL (Uniform Resource Locator) is information transmitted to a destination webpage by a web browser, typically when you click a link to that page. The Referrer URL contains the URL of the last webpage the browser visited.

Sensitive personal information

This is a particular category of personal information relating to topics such as confidential medical facts, racial or ethnic origins, political or religious beliefs, or sexuality.

Server logs

Like most websites, our servers automatically record the page requests made when you visit our sites. These "server logs" typically include your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.

A typical log entry for a search for "cars" looks like this:

```
123.45.67.89 - 25/Mar/2003 10:15:32 -
http://www.google.com/search?q=cars -
Firefox 1.0.7; Windows NT 5.1 -
740674ce2123e969
```

- `123.45.67.89` is the Internet Protocol address assigned to the user by the user's ISP. Depending on the user's service, a different address may be assigned to the user by their service provider each time they connect to the Internet.
- `25/Mar/2003 10:15:32` is the date and time of the query.
- `http://www.google.com/search?q=cars` is the requested URL, including the search query.
- `Firefox 1.0.7; Windows NT 5.1` is the browser and operating system being used.
- `740674ce2123a969` is the unique cookie ID assigned to this particular computer the first time it visited Google. (Cookies can be deleted by users. If the user has deleted the cookie from the computer since the last time they've visited Google, then it will be the unique cookie ID assigned to their device the next time they visit Google from that particular device).

Unique identifiers

A unique identifier is a string of characters that can be used to uniquely identify a browser, app, or device. Different identifiers vary in how permanent they are, whether they can be reset by users, and how they can be accessed.

Unique identifiers can be used for various purposes, including security and fraud detection, syncing services such as your email inbox, remembering your preferences, and providing personalized advertising. For example, unique identifiers stored in cookies help sites display content in your browser in your preferred language. You can configure your browser to refuse all cookies or to indicate when a cookie is being sent. Learn more about how Google uses cookies.

On other platforms besides browsers, unique identifiers are used to recognize a specific device or app on that device. For example, a unique identifier such as the Advertising ID is used to provide relevant advertising on Android devices, and can be managed in your device's settings. Unique identifiers may also be incorporated into a device by its manufacturer (sometimes called a universally unique ID or UUID), such as the IMEI-number of a mobile phone. For example, a device's unique identifier can be used to customize our service to your device or analyze device issues related to our services.

ads you'll find most useful

For example, if you watch videos about baking on YouTube, you may see more ads that relate to baking as you browse the web. We also may use your IP address to determine your approximate location, so that we can serve you ads for a nearby pizza delivery service if you search for "pizza." Learn more about Google ads and why you may see particular ads.

advertising and research services on their behalf

For example, advertisers may upload data from their loyalty-card programs so that they can better understand the performance of their ad campaigns. We only provide aggregated reports to advertisers that don't reveal information about individual people.

Android device with Google apps

Android devices with Google apps include devices sold by Google or one of our partners and include phones, cameras, vehicles, wearables, and televisions. These devices use Google Play Services and other pre-installed apps that include services like Gmail, Maps, your phone's camera and phone dialer, text-to-speech conversion, keyboard input, and security features.

combine the information we collect

Some examples of how we combine the information we collect include:

- When you're signed in to your Google Account and search on Google, you can see search results from the public web, along with relevant information from the content you have in other Google products, like Gmail or Google Calendar. This can include things like the status of your upcoming flights, restaurant, and hotel reservations, or your photos. Learn more
- If you have communicated with someone via Gmail and want to add them to a Google Doc or an event in Google Calendar, Google makes it easy to do so by autocompleting their email address when you start to type in their name. This feature makes it easier to share things with people you know. Learn more
- The Google app can use data that you have stored in other Google products to show you personalized content, depending on your settings. For example, if you have searches stored in your Web & App Activity, the Google app can show you news articles and other information about your interests, like sports scores, based your activity. Learn more
- If you link your Google Account to your Google Home, you can manage your information and get things done through the Google Assistant. For example, you can add events to your Google Calendar or get your schedule for the day, ask for status updates on your upcoming flight, or send information like driving directions to your phone. Learn more

customized search results

For example, when you're signed in to your Google Account and have the Web & App Activity control enabled, you can get more relevant search results that are based on your previous searches and activity from other Google services. You can learn more here. You may also get customized search results even when you're signed out. If you don't want this level of search customization, you can search and browse privately or turn off signed-out search personalization.

deliver our services

Examples of how we use your information to deliver our services include:

- We use the IP address assigned to your device to send you the data you requested, such as loading a YouTube video
- We use unique identifiers stored in cookies on your device to help us authenticate you as the person who should have access to your Google Account

- Photos and videos you upload to Google Photos are used to help you create albums, animations, and other creations that you can share. Learn more
- A flight confirmation email you receive may be used to create a "check-in" button that appears in your Gmail
- When you purchase services or physical goods from us, you may provide us information like your shipping address or delivery instructions. We use this information for things like processing, fulfilling, and delivering your order, and to provide support in connection with the product or service you purchase.

detect abuse

When we detect spam, malware, illegal content, and other forms of abuse on our systems in violation of our policies, we may disable your account or take other appropriate action. In certain circumstances, we may also report the violation to appropriate authorities.

devices

For example, we can use information from your devices to help you decide which device you'd like to use to install an app or view a movie you buy from Google Play. We also use this information to help protect your account.

ensure and improve

For example, we analyze how people interact with advertising to improve the performance of our ads.

ensure our services are working as intended

For example, we continuously monitor our systems to look for problems. And if we find something wrong with a specific feature, reviewing activity information collected before the problem started allows us to fix things more quickly.

Information about things near your device

If you use Google's Location services on Android, we can improve the performance of apps that rely on your location, like Google Maps. If you use Google's Location services, your device sends information to Google about its location, sensors (like accelerometer), and nearby cell towers and Wi-Fi access points (like MAC address and signal strength). All these things help to determine your location. You can use your device settings to enable Google Location services. Learn more

legal process, or enforceable governmental request

Like other technology and communications companies, Google regularly receives requests from governments and courts around the world to disclose user data. Respect for the privacy and security of data you store with Google underpins our approach to complying with these legal requests. Our legal team reviews each and every request, regardless of type, and we frequently push back when a request appears to be overly broad or doesn't follow the correct process. Learn more in our Transparency Report.

make improvements

For example, we use cookies to analyze how people interact with our services. And that analysis can help us build better products. For example, it may help us discover that it's taking people too long to complete a certain task or that they have trouble finishing steps at all. We can then redesign that feature and improve the product for everyone.

may link information

Google Analytics relies on first-party cookies, which means the cookies are set by the Google Analytics customer. Using our systems, data generated through Google Analytics can be linked by the Google Analytics customer and by Google to third-party cookies that are related to visits to other websites. For example, an advertiser may want to use its Google Analytics data to create more relevant ads, or to further analyze its traffic. Learn more

partner with Google

There are over 2 million non-Google websites and apps that partner with Google to show ads. Learn more

payment information

For example, if you add a credit card or other payment method to your Google Account, you can use it to buy things across our services, like apps in the Play Store. We may also ask for other information, like a business tax ID, to help process your payment. In some cases, we may also need to verify your identity and may ask you for information to do this.

We may also use payment information to verify that you meet age requirements, if, for example, you enter an incorrect birthday indicating you're not old enough to have a Google Account. Learn more

personalized ads

You may also see personalized ads based on information from the advertiser. If you shopped on an advertiser's website, for example, they can use that visit information to show you ads. Learn more

phone number

If you add your phone number to your account, it can be used for different purposes across Google services, depending on your settings. For example, your phone number can be used to help you access your account if you forget your password, help people find and connect with you, and make the ads you see more relevant to you. Learn more

protect against abuse

For example, information about security threats can help us notify you if we think your account has been compromised (at which point we can help you take steps to protect your account).

publicly accessible sources

For example, we may collect information that's publicly available online or from other public sources to help train Google's language models and build features like Google Translate.

rely on cookies to function properly

For example, we use a cookie called 'lbcs' that makes it possible for you to open many Google Docs in one browser. Blocking this cookie would prevent Google Docs from working as expected. Learn more

safety and reliability

Some examples of how we use your information to help keep our services safe and reliable include:

- Collecting and analyzing IP addresses and cookie data to protect against automated abuse. This abuse takes many forms, such as sending spam to Gmail users, stealing money from advertisers by fraudulently clicking on ads, or censoring content by launching a Distributed Denial of Service (DDoS) attack.
- The "last account activity" feature in Gmail can help you find out if and when someone accessed your email without your knowledge. This feature shows you information about recent activity in Gmail, such as the IP addresses that accessed your mail, the associated location, and the date and time of access. Learn more

sensitive categories

When showing you personalized ads, we use topics that we think might be of interest to you based on your activity. For example, you may see ads for things like "Cooking and Recipes" or "Air Travel." We don't use topics or show personalized ads based on sensitive categories like race, religion, sexual orientation, or health. And we require the same from advertisers that use our services.

Sensor data from your device

Your device may have sensors that can be used to better understand your location and movement. For example, an accelerometer can be used to determine your speed and a gyroscope to figure out your direction of travel.

servers around the world

For example, we operate data centers located around the world to help keep our products continuously available for users.

services to make and receive calls or send and receive messages

Examples of these services include:

- Google Hangouts, for making domestic and international calls
- Google Voice, for making calls, sending text messages, and managing voicemail
- Google Fi, for a phone plan

show trends

When lots of people start searching for something, it can provide useful information about particular trends at that time. Google Trends samples Google web searches to estimate the popularity of searches over a certain period of time and shares those results publicly in aggregated terms. Learn more

specific Google services

For example, you can delete your blog from Blogger or a Google Site you own from Google Sites. You can also delete reviews you've left on apps, games, and other content in the Play Store.

specific partners

For example, we allow YouTube creators and advertisers to work with measurement companies to learn about the audience of their YouTube videos or ads, using cookies or similar technologies. Another example is merchants on our shopping pages, who use cookies to understand how many different people see their product listings. Learn more about these partners and how they use your information.

synced with your Google Account

Your Chrome browsing history is only saved to your account if you've enabled Chrome synchronization with your Google Account. Learn more

the people who matter most to you online

For example, when you type an address in the To, Cc, or Bcc field of an email you're composing, Gmail will suggest addresses based on the people you contact most frequently.

third parties

For example, we process your information to report use statistics to rights holders about how their content was used in our services. We may also process your information if people search for your name and we display search results for sites containing publicly available information about you.

Views and interactions with content and ads

For example, we collect information about views and interactions with ads so we can provide aggregated reports to advertisers, like telling them whether we served their ad on a page and whether the ad was likely seen by a viewer. We may also measure other interactions, such as how you move your mouse over an ad or if you interact with the page on which the ad appears.

your activity on other sites and apps

This activity might come from your use of Google services, like from syncing your account with Chrome or your visits to sites and apps that partner with Google. Many websites and apps partner with Google to improve their content and services. For example, a website might use our advertising services (like AdSense) or analytics tools (like Google Analytics), or it might embed other content (such as videos from YouTube). These services may share information about your activity with Google and, depending on your account settings and the products in use (for instance, when a partner uses Google Analytics in conjunction with our advertising services), this data may be associated with your personal information.

Learn more about how Google uses data when you use our partners' sites or apps.

Stripe Services Agreement — United States

Last updated: December 2, 2019.

Welcome to Stripe.

This Stripe Services Agreement ("Agreement") is a legal agreement between Stripe, Inc. ("Stripe", "us", or "we") and the entity or person ("you", "your", or "user") who registered on the Stripe Account page to receive certain payment processing, data, technology and analytics services, and other business services that may be offered by Stripe and its affiliates (each, a "Service"). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please **contact us** before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

Section A: General Terms

1. Overview of this Agreement

This Agreement provides a general description of the Services that Stripe may provide to you, including those that allow you to accept payments from purchasers of your goods or services or donors to your organization (your "Customers"). We provide you with a more detailed

description of the Services through published software libraries and application programming interfaces that may be used to access the Services (the "API") and additional resources we make available to you on our website.

Before using the Services, you must register with Stripe and create an account (a "Stripe Account").

Section A describes the process of registering for and using your Stripe Account.

Section B describes your use of the API and the Services.

Section C describes the Payment Processing Services, which are one type of Service provided by Stripe.

Section D describes proper handling, management, and use of data generated during your use of the Services, including your Customers' data.

Finally, **Section E** describes your liability to Stripe for all losses connected with your Stripe Account, your agreement to resolve all disputes with Stripe by arbitration and not in a lawsuit, and other legal terms that apply to you.

2. Your Stripe Account

a. Registration and Permitted Activities: Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in the United States are eligible to apply for a Stripe Account to use the Services described in this Agreement. Stripe and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for a Stripe Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, physical address, email, phone number, tax identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also

collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Stripe Account administrator. Until you have submitted, and we have reviewed and approved, all required information, your Stripe Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

If you use Payment Processing Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Processing Services to facilitate Transactions (as defined below) with your Customers. You may not use Payment Processing Services to send money to others, to conduct any personal transactions, or for any other purposes prohibited by this Agreement.

b. Business Representative: You and your Representative individually affirm to Stripe that (i) your Representative is authorized to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement and (ii) your Representative is an executive officer, senior manager or otherwise has significant responsibility for the control, management or direction of your business. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Stripe, neither you nor your Representative may register or attempt to register for a Stripe Account on behalf of a user Stripe previously terminated from use of the Services.

If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Services and your

obligations to Customers, including payment of any amounts owed under this Agreement.

The following special requirements apply in relation to persons that are not at least 18 years old. If you are an individual or sole proprietor, and you are not at least 18 years old, but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not at least 18 years old, but the individual is 13 years old or older, your Representative must either obtain the consent of your board or of an authorized officer. Any such approving board, authorized officer, parent, or legal guardian is responsible to Stripe and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself. **You may not use the Services if you are under 13 years of age.**

c. Validation and Underwriting: At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess your financial condition and the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to your business, its beneficial owners or principals. If you use Payment Processing Services, we may also request that you provide copies of financial statements, reporting and validating documentation that allows us to calculate outstanding credit exposure/risk of loss (for example, your refund and shipping policies, data on captured but unfulfilled charges, the time between charge capture and fulfillment of your Customer orders), or other records pertaining to your compliance with this Agreement. We may also require you to provide a personal or company guarantee. Your failure to

provide this information or material may result in suspension or termination of your Stripe Account.

You authorize us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorize and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Stripe Account. Stripe may periodically update this information as part of our underwriting criteria and risk analysis procedures.

d. Changes to Your Business, Keeping your Stripe Account Current: You agree to keep the information in your Stripe Account current. You must promptly update your Stripe Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Stripe Account or terminate this Agreement if you fail to keep this information current. You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a "Bankruptcy Proceeding"); there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or

execution, lien or levy against 25% or more of your total assets.

3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. Stripe is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

Stripe provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

4. Fees and Fines

Stripe will provide the Services to you at the rates and for the fees ("Fees") described on the **Pricing** page, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment)

and for other events connected with your Stripe Account (such as handling a disputed charge). We may revise the Fees at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).

In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Stripe Account on you or Stripe by Stripe or any Payment Method Provider or Payment Method Acquirer (each as defined in **Section C**) resulting from your use of Payment Processing Services in a manner not permitted by this Agreement or a Payment Method Provider's rules and regulations.

You are also obligated to pay all taxes, customs, duties, fees and other charges imposed by any governmental authority ("Taxes"), including any value added tax, goods and services tax, provincial sales tax and/or, harmonized sales tax, and/or withholding tax on the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us. In the event you use the Services to make payments or payouts to any third party (including any other Stripe user or any third party who is not a Stripe user), you agree that you are responsible for determining what Taxes, if any, apply to those payments or payouts, and for assessing, collecting, reporting, and remitting applicable Taxes as required by Laws in all relevant jurisdictions. You agree Stripe is not responsible for assessing, collecting, reporting, or remitting any Taxes on Services provided under this Agreement and/or on any payments or payouts you make to any third party through the Services.

5. Services and Stripe Account Support

We will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services.

This support includes resources and documentation that we make available to you through the current versions of Stripe's **support pages**, **API documentation**, and other pages on our **website** (collectively, "Documentation"). The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please **contact us**.

You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

6. Taxes and Other Expenses

Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you make or receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.

We may send documents to you and tax authorities for Transactions processed using the Services. Specifically, pursuant to applicable Law (including the Internal Revenue

Code), we may be required to file periodic informational return with taxing authorities in relation to your use of the Services. If you use Payment Processing Services, you acknowledge that we will report the total amount of payments you receive each calendar year as required by the Internal Revenue Service. We also may, but are not obliged to, electronically send you tax-related information (including, when you provide us your tax identification number, a Form 1099-K).

7. Service Requirements, Limitations and Restrictions

a. Compliance with Applicable Laws: You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

b. Restricted Businesses and Activities: You may not use the Services to enable any person (including you) to benefit from any activities Stripe has identified as a **restricted business or activity** (collectively, "Restricted Businesses"). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the **United States Office of Foreign Asset Control (OFAC)**.

Please review the list of **Restricted Businesses** thoroughly before registering for and opening a Stripe Account. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please **contact us**. We may add to or update the Restricted Business List at any time.

c. Other Restricted Activities: You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Stripe systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

8. Suspicion of Unauthorized or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with Stripe; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, Stripe, or others to risks unacceptable to Stripe. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Stripe Account, your Customers, and Transactions made through your use of the Services.

9. Disclosures and Notices; Electronic Signature Consent

a. Consent to Electronic Disclosures and Notices: By registering for a Stripe Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Stripe ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

b. Methods of Delivery: You agree that Stripe can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Stripe Account. Notices may include notifications about your Stripe Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

c. SMS and Text Messages: You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Stripe Account (such as through two-step verification), and to provide you with other critical information about your Stripe Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls (as defined below) on your Stripe Account and may increase the risk of loss to your business.

d. Requirements for Delivery: It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please **contact us** and we can find another means of delivery.

e. Withdrawing Consent: Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Stripe Account.

10. Termination

a. Term and Termination: This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Stripe. You may terminate this Agreement by closing your Stripe Account at any time by opening **the account information tab in your account settings**, selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Stripe Account, you are consenting to this Agreement. We may terminate this Agreement or close your Stripe Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing you Notice. We may suspend your Stripe Account and your ability to access funds in your Stripe Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Stripe Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or Payment Method Acquirer requires us to do so; or (iv) we are otherwise entitled to do so under this

Agreement. A Payment Method Provider or Payment Method Acquirer may terminate your ability to accept its Payment Method, at any time and for any reason, in which case you will no longer be able to accept the Payment Method under this Agreement.

b. Effects of Termination: Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) immediately remove all Stripe and payment network logos from your website (unless permitted under a separate license with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with **Section C**.

In addition, upon termination you understand and agree that (i) all licenses granted to you by Stripe under this Agreement will end; (ii) subject to **Section D.5**, we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

Section B: Stripe Technology

1. API and Dashboard

Stripe has developed and provides access to the API that may be used to access the Services. You may use the API

solely as described in the Documentation to use the Services on websites and through the applications identified in your Stripe Account. You may manage your Stripe Account, connect with other service providers, and enable additional features through the Stripe **management dashboard** ("Dashboard").

You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Services, we will update the API and Documentation from time to time, and may add or remove functionality. We will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Services with minimal interruption.

We will make publishable and secret API keys for live and test Transactions available to you through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your Stripe Account. You are responsible for securing your secret keys – do not publish or share them with any unauthorized persons. Failure to secure your secret keys will increase the likelihood of fraud on your Stripe Account and potential losses to you or your Customers. You should contact us immediately if you become aware of any unauthorized use of your secret key or any other breach of security regarding the Services. We provide more details on proper use of publishable and secret API keys in the Documentation. Information on securing your Stripe Account is available in **Section D**.

2. Ownership of Stripe IP

As between you and Stripe, Stripe and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property

embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, "Stripe IP") or any copies thereof. Stripe IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in Stripe IP not expressly granted to you in this Agreement are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the Service, our API, our platform, or any other component of our products or services ("Ideas"). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Stripe has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

3. License

You are granted a nonexclusive and nontransferable license to electronically access and use the Stripe IP only in the manner described in this Agreement. Stripe does not sell to you, and you do not have the right to sublicense the Stripe IP. We may make updates to the Stripe IP or new Services available to you automatically as electronically published by Stripe, but we may require action on your part before you may use the Stripe IP or new Services (including activation through the Dashboard, or acceptance of new or additional terms). Stripe may revoke or terminate this licence at any time if you use Stripe IP in a manner prohibited by this Agreement.

You may not: (i) claim or register ownership of Stripe IP on your behalf or on behalf of others; (ii) sublicense any rights in Stripe IP granted by us; (iii) import or export any Stripe IP to a person or country in violation of any country's export control Laws; (iv) use Stripe IP in a manner that violates this

Agreement or Laws; or (v) attempt to do any of the foregoing.

4. Stripe Marks; References to Our Relationship

We may make certain Stripe logos or marks ("Stripe Marks") available for use by you and other users to allow you to identify Stripe as a service provider. To use Stripe Marks, you must first agree to the **Stripe Marks Usage Agreement**. Stripe may limit or revoke your ability to use Stripe Marks at any time. You may never use any Stripe Marks or Stripe IP consisting of trademarks or service marks without our express permission, or in a manner that may lead people to confuse the origin of your products or services with ours.

During the term of this Agreement, you may publicly identify us as the provider of the Services to you and we may publicly identify you as a Stripe user. If you do not want us to identify you as a user, please **contact us**. Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Stripe. Upon termination of your Stripe Account, both you and Stripe will remove any public references to our relationship from our respective websites.

5. Content

You may use the Services to upload or publish text, images, and other content (collectively, "Content") to your Stripe Account and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licenses to upload or publish any such Content using the Services. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that arise from publishing illegal Content through the Services, or claims that Content you published infringes the intellectual property, privacy, or other proprietary rights of others.

6. Additional Services

a. Stripe Connect: The terms in this section only apply if you choose to connect your Stripe Account to a platform provider (each a "Platform") using the Stripe Connect service.

Stripe Connect allows Platforms to help you administer your Stripe Account and provide additional services directly to you or your Customers. You can connect your Stripe Account to Platforms when you register for your Stripe Account, or through the Dashboard. To use Stripe Connect, you must also agree to the **Stripe Connected Account Agreement**. When you connect your Stripe Account to a Platform, you authorize Stripe to permit the Platform to: (i) access your Stripe Account and any Data (as defined in **Section D**) contained in your Stripe Account; (ii) assist you with creating and managing Transactions with your Customers; and (iii) deduct amounts (for example, fees for use of the Platform) from funds payable to you from Transactions occurring in connection with the Platform ("Platform Fees"). You must separately agree with the Platform to pay any Platform Fees, and any Platform Fees will be in addition to Fees.

Once you have authorized a Platform to connect to your Stripe Account, the Platform will continue to have access to your Stripe Account and will be authorized to perform the functions described in the Stripe Connected Account Agreement until you specifically withdraw your authorization by changing the Stripe Connect settings in the Dashboard.

b. Stripe Relay: The terms in this section only apply if you choose to publish or accept Transactions through your Stripe Account using Stripe Relay.

You may publish product and service descriptions, SKUs, prices, inventory, images and other information describing

your products or services and their variations (collectively, "Product Data") to online, mobile, off-site or affiliate channels ("Apps") using Stripe Relay. Stripe Relay also allows you to accept Transactions from your Customers through the Apps, and enables you to manage inventory and purchase information for such Transactions. As used in this section, "Order Data" means the Data (as defined in **Section D**) transmitted using your systems or systems you control, for the purpose of initiating or completing a Transaction, and which includes Product Data.

We may provide Product Data through the Dashboard to the Apps connected to your Stripe Account, and the connected Apps may publish Product Data publicly as you provided it to us through Stripe Relay. You are solely responsible for obtaining the appropriate rights to publish Product Data through the Apps, and for the accuracy or inaccuracy of any pricing, inventory information, facts, or statements – even those made erroneously – contained in Product Data. You grant Stripe a worldwide, royalty-free, nontransferable license to: (i) publish Product Data through the Apps you have connected your Stripe Account to; (ii) receive and transmit Order Data to you; (iii) use any trademarks, service marks, or Personal Data (as defined in **Section D**) contained in Product Data or Order Data to the extent required to perform either (i) or (ii); and (iv) authorize Stripe to sublicense such rights to Apps to facilitate your use of Stripe Relay. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that result from your use of Order Data or publication of Product Data through the Apps.

You affirm that you will not knowingly publish any false or misleading Product Data, or use Stripe Relay to sell or attempt to sell any illegal products or services through the Apps, and that you are solely responsible for production, fulfillment, shipping, and provision of any ancillary services

related to Transactions you receive through your use of Stripe Relay.

c. Other Services: From time to time we may offer you additional features or services that may be subject to additional or different terms of service. Examples of additional services are **Stripe Radar** and **Stripe Sigma**. All such additional features and services form part of the Services, and you may not use these additional services unless you agree to the applicable agreement or terms (if any) for those services.

We may also provide you access to services identified as "beta" or pre-release services. You understand that these services are still in development, may contain bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. We provide beta services AS IS, and without warranty of any kind, and your use of, or reliance on beta services is at your own risk.

Section C: Payment Processing Services

1. Payment Processing Services Overview

Stripe works with various Stripe affiliates, Payment Method Providers and Payment Method Acquirers to provide you with access to the Payment Methods and Payment Processing Services. Where the Payment Processing Services enable you to submit Charges (as defined below), we may limit or refuse to process Charges for any Restricted Businesses, or for Charges submitted in violation of this Agreement.

Your use of a Payment Method may be subject to separate terms applicable to the Payment Method. For example, Visa and Mastercard may require you to enter into an agreement with the Payment Method Acquirer for Visa and Mastercard Transactions. The Payment Method Acquirers

for Visa and Mastercard Transactions are Wells Fargo Bank, N.A.,and BBVA USA. By using the Payment Processing Services to submit Visa or Mastercard Charges, you agree to the **Wells Fargo Financial Services Terms**, and the **BBVA USA Financial Services Terms**. See **Section C.5** and **Section C.6** below for more detail.

The following terms used in this Agreement relate to your use of Payment Processing Services:

"Charge" means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

"Dispute" means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a payment card network; and disputes on the Automated Clearinghouse (ACH) network).

"Fine" means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

"Payment Method Rules" means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by Stripe (including the payment card network operating rules ("Network Rules") for the Visa, Mastercard, Discover and American Express networks; and the **NACHA operating rules** that apply to the ACH network).

"Payment Method" means a type of payment method that Stripe accepts as part of the Payment Processing Services, such as credit card, debit card, and ACH.

"Payment Method Acquirer" means a financial institution that is authorized by a Payment Method Provider to enable

the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider.

"Payment Method Provider" means the provider of a Payment Method, such as Visa, Mastercard, Discover, and American Express.

"Payment Processing Services" are Services that you may use to accept payments from your Customers for Transactions, perform other financial transactions, manage subscriptions, and perform transaction reporting.

"Refund" means an instruction initiated by you to return funds to a Customer for an existing Charge.

"Return" means an instruction initiated by you, a Customer, a Payment Method Provider or a Payment Method Acquirer to return funds unrelated to an existing Charge.

"Reversal" means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorization; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

2. Registering for Use of Payment Processing Services

When you register for a Stripe Account, you may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your Stripe Account. Throughout the term of this Agreement, we may share information about your Stripe Account with Payment Method Providers and Payment Method Acquirers in order to verify your eligibility to use the Payment Processing

Services, establish any necessary accounts or credit with Payment Method Providers and Payment Method Acquirers, monitor Charges and other activity, and conduct risk management and compliance reviews. We may also share your Data (as that term is defined below) with Payment Method Providers and Payment Method Acquirers for the purpose of facilitating the compliance of Stripe, the Payment Method Providers, and the Payment Method Acquirers with applicable Laws and Payment Method Rules. We will review and may conduct further intermittent reviews of your Stripe Account information to determine that you are eligible to use the Payment Processing Services. Stripe's use of the information you provide to us under this Agreement is described in more detail in **Section D**.

Stripe is not a bank and we do not accept deposits, provide loans or extend credit. If you accept payment for products or services (including events such as concerts or other performances) not immediately deliverable to the Customer (a "Preorder"), we may, in our sole discretion, initiate Reversals or hold **Reserves** for all or a portion of the Charges processed by us for a Preorder. If you would like to receive payment for a Preorder, please **contact us** before doing so.

3. Processing Transactions; Disputes, Refunds, Reversals

You may only submit Charges through the Payment Processing Services that are authorized by your Customers. To enable us to process Transactions for you, you authorize and direct us, our affiliates, the Payment Method Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you through the Payment Processing Services. You may not, other than as required by the Financial Services Terms or Payment Terms (each as defined below), grant or assign any interest in

payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into your Payout Account (as defined below). You appoint Stripe and Stripe Payments Company as your agents for the limited purpose of directing, receiving, holding and settling such proceeds. You agree that Stripe's or Stripe Payment Company's receipt of such proceeds satisfies the relevant end-customer's obligations to make payments to you. We will promptly update your Stripe Account balance to reflect any such proceeds that we receive on your behalf.

Except where Stripe and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Processing Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorized Transactions may be subject to a Dispute. Stripe is not responsible for or liable to you for authorized and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorization or in error, or violate any Laws.

You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your Stripe Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).

In many but not all cases, you may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information

to provide to Payment Method Providers and Payment Method Acquirers to assist you in contesting the Dispute, but we cannot guarantee that your challenge will be successful. Payment Method Providers and Payment Method Acquirers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, your Stripe Account will, subject to our exercise of our rights under **Section C.9** below, be credited with the funds associated with the Charge that is the subject of the Dispute (or a portion thereof). You may not submit a new Charge which duplicates a Transaction that is subject to a Dispute.

Please keep in mind that, as explained in **Section D.3**, you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Stripe does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product.

A Reversal for a Charge may be issued if the Charge is made without the account owner's authorization or in connection with a Restricted Business, violates the applicable Payment Method Rules, or for other applicable reasons. If a Reversal is issued, we will provide you Notice and a description of the cause of the Reversal.

4. Responsibilities and Disclosures to Your Customers

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Processing Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii)

provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance; and (v) inform Customers that Stripe and its affiliates process Transactions (including payment Transactions) for you. You also agree to maintain and make available to your Customers a fair and neutral return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

The Payment Processing Services may include functionality that enables you to receive recurring or subscription payments from your Customers, and to issue invoices to your Customers. If you use the Payment Processing Services to submit recurring or subscription Charges, you agree to comply with applicable Laws and Payment Method Rules, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription. If you use the Payment Processing Services to issue invoices to your Customers, you understand and agree that it is your responsibility to ensure that the form and content of the invoices comply with applicable Laws, and are sufficient to achieve any legal or tax effect that you are trying to achieve.

If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair, deceptive, or abusive acts or practices ("UDAAP").

5. Payment Terms and Financial Services Terms

Your use of the Payment Processing Services may be subject to additional terms that apply between you and one or more of Stripe, a Stripe affiliate, a Payment Method Provider, and a Payment Method Acquirer. When these additional terms relate to a specific Payment Method they are "Payment Terms", and when they relate to specific Payment Processing Services they are "Financial Services Terms". By using the Payment Processing Services, you agree to the applicable **Payment Terms** and Financial Services Terms (as set out on our **legal page**), including those that separately bind you with our affiliates, Payment Method Providers and/or Payment Method Acquirers. Additionally, a Payment Method Provider may enforce the terms of this Agreement directly against you.

We may add or remove Payment Method Providers and Payment Method Acquirers at any time. The Payment Terms and Financial Services Terms may also be amended from time to time. Your continuing use of the Payment Processing Services constitutes your consent and agreement to such additions, removals and amendments.

6. Specific Payment Methods

a. Payment Cards: When accepting payment card payments, you must comply with all applicable Network Rules, including the **Visa Rules and Regulations Rules** specified by Visa U.S.A., Inc. and Visa International ("Visa"), the **Mastercard Rules** specified by MasterCard International Incorporated ("Mastercard"), the **American Express Merchant Operating Guide** specified by American Express, and the Discover Network Rules (please **contact Discover** for a copy) specified by Discover Financial Services, LLC ("Discover"). Collectively, Visa, Mastercard, American Express and Discover are referred to in this Agreement as the "Networks".

In addition certain Networks may require that you enter into a direct contractual relationship the Payment Method Acquirer Transactions processed through the applicable Network. Wells Fargo Bank, N.A., is a Payment Method Acquirer for Visa, Mastercard and Discover Transactions, and your direct relationship with Wells Fargo is established and becomes effective as described in the **Wells Fargo Financial Services Terms**. BBVA USA is a Payment Method Acquirer for Visa and Mastercard Transactions, and your direct relationship with BBVA USA is established and becomes effective as described in the **BBVA USA Financial Services Terms**.

The Network Rules state that you may only accept payments using payment cards for bona fide legal commercial transactions between you and your Customers for goods or services that are free of liens, claims, and encumbrances. You may only use payment network trademarks or service marks consistent with the Network Rules, and the Network Rules also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

The Networks may amend the Network Rules at any time without notice to you, and Stripe reserves the right to change the Payment Processing Services at any time to comply with the Network Rules. We may share with the Networks (and the Payment Method Acquirer) information you provide to us that we use to identify the nature of your products or services, including the assignment of your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (also known as "chargebacks") when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorize the Charge. High Dispute rates (typically those exceeding 1%)

may result in your inability to use the Payment Processing Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) initiating a Refund more than five calendar days after issuing a credit to your Customer, (iii) accepting cash, its equivalent, or any other item of value for a Refund, (iv) acting as a payment facilitator, intermediary or aggregator, or otherwise reselling Payment Processing Services on behalf of others, (v) submitting what you believe or know to be a fraudulent Charge or a Charge that has not been authorized by the cardholder, (vi) submitting a Charge where the Transaction has not been completed or the goods or services have not been shipped or provided (except where the cardholder has paid a partial or full prepayment or the cardholder's consent is obtained for a recurring transaction), (vii) splitting Transactions into multiple Charges unless certain criteria are met, or (vii) using Payment Processing Services in a manner that is an abuse of the payment card networks or a violation of the Network Rules.

If you misuse the Payment Processing Services for payment card Transactions or engage in activity the Networks identify as damaging to their brand, or if we are required to do so by the Network Rules, we may submit information about you, Representatives, your beneficial owners and principals, and other individuals associated with your Stripe Account, to the MATCH terminated merchant listing maintained by Mastercard and accessed and updated by Visa and American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our

sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under this Agreement, and we may separately terminate this Agreement or suspend your Stripe Account due to the misuse or damaging activity that caused us to make the report.

If you engage a third party processor to create and deliver a payment card transaction directly to the payment card network, then you may be able to specify that the transaction will be cleared and settled by Stripe via our Payment Processing Services. If you intend to make use of this service with respect to the Stripe Payment Processing Services, you first must **notify us**. If you engage a third party to deliver this service, and you are permitted to designate Stripe in this manner, then you take the risk of the third party properly delivering the transaction to the payment card network. You understand and agree that Stripe will only clear and settle to you funds for transactions that are actually received by the payment card network. You further assume responsibility for any failure by such third party to comply with the applicable Network Rules.

b. Automated Clearinghouse (ACH): The ACH network is controlled and managed by the National Automated Clearinghouse Association (NACHA) and its member organizations. Where submitting Charges over the ACH network, you are required to comply with the **NACHA Operating Rules**. NACHA may amend the NACHA Operating Rules at any time, and we may amend this Agreement or make changes to the Payment Processing Services as necessary to comply with the NACHA Operating Rules.

You understand and accept your role as the Originator (as defined in the NACHA Operating Rules). You agree to

obtain your Customer's consent to debit or credit their bank account and initiate a Charge over the ACH network. Such consent must be in a form and manner that complies with the NACHA Operating Rules and the Documentation for ACH Transactions. As with other Payment Processing Services, you may not, and may not attempt to send or receive funds to or from a person, entity, or state where such Transactions are prohibited by applicable Law. You also agree to maintain the security and integrity of all information you collect as part of an ACH Transaction.

Any Disputes or unauthorized Charges using the ACH network may result in you becoming unable to accept ACH payments.

c. Money transmission. Certain services offered as part of the Services are money transmission within the meaning of Laws that apply to those Services. To the extent that your use of the Services is money transmission or similarly regulated services, those Services are provided to you by Stripe Payments Company, and not by Stripe, Inc. Please review the **Stripe Payments Company Terms** carefully, as those are the Financial Services Terms applicable to the Services provided by Stripe Payments Company.

d. American Express conversion. If your American Express Transaction volume exceeds a threshold amount set by a American Express, American Express may convert you to a direct American Express merchant, which means that your acceptance of American Express Transactions will be governed by American Express' then-current Card Acceptance Agreement, and your pricing and other fees for the acceptance of American Express Transactions will be directly agreed between you and American Express. In the event of such conversion, your relationship with Stripe will not be otherwise affected, and Stripe will continue to process your American Express Transactions in accordance with this Agreement.

7. Settlement and Payout Schedule

a. Your Payout Account: Stripe will, with its banking partners, arrange to settle funds to the bank or other financial institution account that you designate (your "Payout Account"). You affirm that you are authorized to initiate settlements to and debits from the Payout Account, and that the Payout Account is owned by you, titled in your legal or trade name, and administered and managed by a financial institution located in the United States of America. If you update your Payout Account (including via the Dashboard) then you must ensure that you continue to comply with the requirements of this section. We may require you to provide us with documentary proof demonstrating your compliance with this section, and your failure to provide such proof will constitute a breach of this Agreement.

b. Settlement to Your Payout Account: A positive balance in your Stripe Account will result in settlement to your Payout Account and a negative balance in your Stripe Account will result in a deduction, set-off and/or debit of the amounts owed in accordance with **Section C.9** below. We may reduce the amount settled to your Payout Account by the amount of Fees, Fines, and amounts owed to us for any reason. If a settlement or debit is processed via ACH, you acknowledge that the NACHA Operating Rules will apply to the settlement or debit, and you agree to be bound by these rules.

c. Settlement to third party recipients: We may offer you the ability to have funds settled to another person (a "third party recipient") as instructed by you to Stripe (including by transferring all or part of the positive balance in your Stripe Account to the Stripe Account of such third party recipient), instead of settling funds to your Payout Account. If Stripe or Stripe Payment Company settles funds to a third party recipient (or transfers all or part of the balance in your

Stripe Account to the Stripe Account of a third party recipient) as instructed by you, you agree that this satisfies Stripe's and Stripe Payment Company's obligations (and any applicable Payment Method Provider's and Payment Method Acquirer's obligations) to settle funds to you, and we will promptly update your Stripe Account balance to reflect such settlement or transfer.

d. Multi-currency Processing. We may offer you the ability to have funds settled to your Payout Account in a currency different from the one in which you accepted payment from a customer ("Multi-Currency Processing"). To use this service, you must provide us with a valid Payout Account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify at the time of the Charge (for example, through the API), the conversion rate that will apply to the Charge. If you Refund a Charge, the conversion rate that will apply will be the rate in effect at the time of the Refund, not the Charge. By submitting a Charge or Refund you will be deemed to have accepted the applicable conversion rate. You may choose not to use the Multi-Currency Processing service at any time. You may also change the Payout Account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent Charges.

e. Payout Schedule: The term "Payout Schedule" refers to the time it takes for us to initiate settlement to your Payout Account. Your Payout Schedule is specified in the Dashboard. Stripe may require a holding period before making initial settlement to the Payout Account. After the initial settlement of funds, we will settle funds to the Payout Account according to the Payout Schedule; however, please be aware that a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your

Payout Account, may delay settlement for any reason. We are not responsible for any action taken by the institution holding your Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Payout Schedule or to suspend settlement to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We have the right to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Stripe Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

f. Incorrect Settlement: The information required for settlement will depend on the financial institution holding the Payout Account. Please make sure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions, you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

8. Clearing Funds and Reserves

All funds resulting from Charges are held in pooled clearing accounts (the “Clearing Accounts”) with our banking

partners. We will settle funds to and from the Clearing Accounts in the manner described in this Agreement; however, you have no rights to the Clearing Accounts or to any funds held in the Clearing Accounts, you are not entitled to draw funds from the Clearing Accounts, and you will not receive interest from funds maintained in the Clearing Accounts.

In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a "Reserve"). We may impose a Reserve on you for any reason if we determine that the risk of loss to Stripe, Customers, or others associated with your Stripe Account is higher than normal. For example, we may hold a Reserve if: (i) your or your Customers' activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your Stripe Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges processed using the Payment Processing Services. We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your Stripe Account, if required to do so by Payment Method Providers or Payment Method Acquirers, or for any other reason. We may fund the Reserve with funds processed through your use of Payment Processing Services, by debiting the Payout Account or another bank account associated with your Stripe Account, or by requesting funds directly from you.

To the extent possible, we prefer to identify the necessity for a Reserve in advance of establishing one. If you are concerned that we will impose a Reserve on you due to the nature of your business activities, please **contact us** before using the Services.

9. Security Interests, Collection, and Set-Off Rights

a. Security Interests: You grant us a lien and security interest in all funds for Transactions that we process for you, including funds that we deposit into your Payout Accounts, as well as funds held in any other bank accounts to which such Transaction funds are deposited or transferred. This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any bank account associated with your Stripe Account (including your Payout Accounts). Upon our request, you will execute and deliver any documents and pay any associated fees we consider necessary to create, perfect, and maintain a security interest in such funds (such as the filing of a form UCC-1).

b. Collection and Set-Off Rights: You agree to pay all amounts owed to us and to our affiliates on demand. Your failure to pay amounts owed to us or to our affiliates under this Agreement is a breach and you will be liable for any costs we incur during collection in addition to the amount you owe. Collection costs may include, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost. Where possible, we will first attempt to collect or set-off amounts owed to us and to or affiliates from balances in your Stripe Accounts from your use of the Payment Processing Services or from funds that we hold in Reserve. However, we may collect any amounts you owe us under this Agreement by deducting or setting-off amounts that you owe from the Stripe account balance (or debiting the payout account for such Stripe account) for any Stripe account that we determine, acting reasonably, is associated with your Stripe Account. Similarly, we may deduct or set-off amounts from your Stripe Account balance (or debit

your Payout Accounts) in order to collect amounts owed to us in relation to such associated Stripe accounts.

In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a user's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the user owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

10. Reconciliation and Error Notification

The Dashboard contains details of Charges, Charge history, and other activity on your Stripe Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of Payment Processing Services with your records of Customer Transactions, and for identifying any errors. You agree to review your Stripe Account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by Stripe or a Payment Method Provider, and, when appropriate, attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available in any Payout Account. For Transaction errors, we will work with you and our Payment Method Providers to correct a Transaction error in accordance with the applicable Payment Method Rules. If you fail to communicate an error to us for our review without undue delay and, in any event, within 60 days after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our

Payment Method Providers for any amounts associated with the error.

11. Dormant Accounts

If you leave any funds dormant in a Stripe Account and you do not give us instructions where to send them, we may be required by Law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by Law, we will attempt to provide you Notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property. If we are unable to contact you, we will treat the funds in your Stripe Account to be abandoned, and will deliver them to the appropriate government authority (such as the **California Controller's Office**).

Section D: Data Usage, Privacy, and Security

1. Data Usage Overview

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to Stripe by you or your Customers, or received or accessed by you through your use of the Services:

"Payment Account Details" means the Payment Method account details for a Customer, and includes, with respect to credit and debit cards, the cardholder's account number, card expiration date, and CVV2.

"Payment Data" means Payment Account Details, information communicated to or by Payment Method Provider or Payment Method Acquirer, financial information

specifically regulated by Laws and Payment Method Rules, and any other information used with the Payment Processing Services to complete a Transaction.

"Personal Data" means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

"Stripe Data" means details of the API transactions over Stripe infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Stripe or the Services.

"User Data" means information that describes your business and its operations, your products or services, and orders placed by Customers.

The term "Data" used without a modifier means all Personal Data, User Data, Payment Data, and Stripe Data.

Stripe processes, analyzes, and manages Data to: (a) provide Services to you, other Stripe users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and Stripe; and (c) analyze, develop and improve our products, systems, and tools. Stripe provides Data to third-party service providers, including Payment Method Providers, Payment Method Acquirers, and their respective affiliates, as well as to Stripe's affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Stripe's use of Data for the purposes and in a manner consistent with this **Section D**.

2. Data Protection and Privacy

a. Confidentiality: Stripe will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you.

You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Payment Method Rules.

b. Privacy: Protection of Personal Data is very important to us. Our **Privacy Policy** explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Stripe – or allow Stripe to collect, use, retain, and disclose – any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Stripe processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Payment Method Rules, we may delete or disconnect a Customer's Personal Data from your Stripe Account when requested to do so by the Customer.

If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations

under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

c. PCI Compliance: If you use Payment Processing Services to accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards ("PCI-DSS") and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the "PCI Standards"). The PCI Standards include requirements to maintain materials or records that contains payment card or Transaction data in a safe and secure manner with access limited to authorized personnel. Stripe provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant. The specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Payment Processing Services. You can find more information about implementing Stripe in a manner compliant with the PCI Standards in our **Documentation**. You will promptly provide us, or any applicable Payment Method Provider or Payment Method Acquirer, with documentation demonstrating your compliance with the PCI Standards upon our request. If you are unable to provide documentation sufficient to satisfy us, the Payment Method Providers, or their Payment Method Acquirers, that you are compliant with the PCI Standards, then Stripe, and any applicable Payment Method Provider or Payment Method Acquirers, may access your business premises on reasonable notice to verify your compliance with the PCI Standards.

If you elect to store or hold "Account Data", as defined by the PCI Standards (including Customer card account number or expiration date), you must maintain a system that is compliant with the PCI Standards. If you do not comply with the PCI Standards, or if we or any Payment

Method Provider or Payment Method Acquirer are unable to verify your compliance with the PCI Standards, we may suspend your Stripe Account or terminate this Agreement. If you intend to use a third party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and **notify us** of your intention to share Account Data with the service provider. Further, you agree to never store or hold any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), at any time. You can find information about the PCI Standards on the **PCI Council's website**.

3. Security and Fraud Controls

a. Stripe's Security: Stripe is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Stripe with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Stripe Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from such actions.

b. Your Security: You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with applicable Laws and Payment Method Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your Stripe Account or terminate this Agreement.

c. Security Controls: You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls ("Security Controls") appropriate to mitigate your exposure to security incidents. We may provide Security Controls as part of the Services, or suggest that you implement specific Security Controls. However, your responsibility for securing your business is not diminished by any Security Controls that we provide or suggest, and if you believe that the Security Controls we provide are insufficient, then you must separately implement additional controls that meet your requirements. You may review some of the details of our Security Controls **on our website**.

d. Fraud Risk: While we may provide or suggest Security Controls, we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Stripe, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorized Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur

from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorized use or modification of your Stripe Account. Stripe is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorized use or modification of your Stripe Account, unless such losses result from Stripe's willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with Data regarding the possibility or likelihood that a Transaction may be fraudulent. We may incorporate any subsequent action or inaction by you into our fraud model, for the purpose of identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data.

4. Your Use of Data with Stripe Connect and Stripe Relay

When using Stripe Connect or Stripe Relay, you will have the ability to connect your Stripe Account with a Platform or App. Connected Platforms and Apps may take certain actions on your behalf and access Data available through your Stripe Account, including some User Data. By using Stripe Connect or Stripe Relay, you authorize Stripe to share Data with any Platform or App that you connect with your Stripe Account through the Dashboard or the API. You also

understand that at any point you may disallow any such sharing by **removing the Platform or App** from your Stripe Account. You waive your right to bring any claims against Stripe for losses you incur that arise from any actions or use of Data by any Platform or App connected to your Stripe Account, and you will fully reimburse us for any losses we incur that result from your actions or use of such Data by any Platform or App.

5. Provision of Payment Account Details upon Termination

For 30 days after termination of your Stripe Account, you may request in writing that we provide to an alternative payment services provider the Payment Account Details regarding Transactions between you and your Customers that you are entitled to receive. We may require you to provide evidence that the alternative payment services provider has appropriate systems and controls as a precondition to the provision of any Payment Account Details. In addition, for Payment Account Details regarding payment card transactions, the payment services provider must be a PCI-DSS Level 1-certified. Our obligation to comply with a request under this section is limited to the extent commercially reasonable, and we may delay or refuse any request if we believe the payment services provider you have identified does not have systems or controls in place that are sufficient to protect Payment Account Details, that the integrity of Payment Account Details may be compromised, or if Laws or Payment Method Rules prohibit us from providing the Payment Account Details.

Section E: Additional Legal Terms

1. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our **website** or any other website we maintain or own. We will provide you with Notice of any changes through the Dashboard, via email, or through other reasonable means. If you are an existing Stripe user, the changes will come into effect 10 days after we post the changes to our website, and your use of the Services, API, or Data more than 10 days after we publish any such changes on our website, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the "Last updated" date at the top of the Agreement.

2. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your Stripe Account to others without our prior written consent. If you wish to make such an assignment, please **contact us**. If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Stripe may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and

facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers and Payment Methods Acquirers.

4. No Agency; Third-Party Services

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider, is an independent contractor. Unless a Payment Method Provider expressly agrees, neither you nor we have the ability to bind a Payment Method Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("Third-Party Services"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

5. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

6. Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend Stripe, our affiliates, and their respective employees, agents, and service providers (each a "Stripe Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Stripe Entity, and you agree to fully reimburse the Stripe Entities for any Claims that results from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of the Services; (iii) your negligent or willful misconduct, or the negligent or willful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

Important Note for Sole Proprietors: If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally

responsible and liable for your use of the Services, payment of Fees, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfill all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

8. No Warranties

WE PROVIDE THE SERVICES AND STRIPE IP "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY STRIPE OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES – WHETHER FROM STRIPE OR ANOTHER STRIPE ENTITY, AND WHETHER ORAL OR WRITTEN – CREATES OR IMPLIES ANY WARRANTY FROM A STRIPE ENTITY TO YOU.

YOU AFFIRM THAT NO STRIPE ENTITY CONTROLS THE PRODUCTS OR SERVICES THAT YOU OFFER OR SELL OR THAT YOUR CUSTOMERS PURCHASE USING THE PAYMENT PROCESSING SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM ANY KNOWLEDGE THAT YOUR CUSTOMERS POSSESS THE AUTHORITY TO MAKE, OR WILL COMPLETE, ANY TRANSACTION.

THE STRIPE ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT STRIPE WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE STRIPE ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED

CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

9. Limitation of Liability

Under no circumstances will any Stripe Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Stripe Entities have been advised of the possibility of such damages. The Stripe Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your Stripe Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. The Stripe Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorized access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Stripe Entities under this Agreement to your direct and documented damages; and you further agree

that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Stripe during the three-month period immediately preceding the event that gave rise to your claim for damages. The limitation of liability in the preceding sentence will not apply to claims by you against Stripe for failure to settle any payment processing proceeds received by Stripe or Stripe Payments Company and owed to you in connection with the Payment Processing Services; in the case of such a claim, you agree the Stripe Entities' liability is limited to the amount of payment processing proceeds that Stripe or Stripe Payments Company has received and owes to you, but failed to settle to you, in connection with the Payment Processing Services.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

We provide the Services from facilities in the United States. We do not claim, and we cannot guarantee that Services we provide from the United States are or will be appropriate or available for any other location or jurisdiction, comply with the Laws of any other location or jurisdiction, or comply with Laws governing export, import, or foreign use.

10. Responding to Legal Process

Stripe may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We or any Payment Method Provider (including, where applicable, the Payment Method Acquirer for the Payment Method) may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal

Process by sending a copy to the email address we have on file for you. Stripe is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

11. Dispute Resolution; Agreement to Arbitrate

a. Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property (which such dispute will be resolved in litigation before the United States District Court for the Northern District of California), will be determined by arbitration in San Francisco, California before a single arbitrator. The arbitration will be administered by the **American Arbitration Association** under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds $75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds $25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of California, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business, or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the Northern District of California to appoint the arbitrator. Nothing in

this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

c. Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

d. Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. In making a determination, the arbitrator will not have the

authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

e. Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. Conflict of Rules: In the case of a conflict between the provisions of this Section E.11.g and the rules governing

arbitration identified in Section E.11.a, the provisions of this Section E.11.g will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Stripe for provision and use of the Services. Except where expressly stated otherwise in a writing executed between you and Stripe, this Agreement will prevail over any conflicting policy or agreement for the provision or use of the Services. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

13. Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term “including” or “such as” is not to be interpreted as limiting the generality of the text preceding the term. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party’s rights to subsequently enforce the provision.

14. Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including Sections A.3 ("Your Relationship with Your Customers"), A.6 ("Taxes and Other Expenses"), A.7 ("Service Requirements, Limitations and Restrictions"), A.8 ("Suspicion of Unauthorized or Illegal Use"), A.9 ("Disclosures and Notices; Electronic Signature Consent"), A.10.b ("Effects of Termination"), B.2 ("Ownership of Stripe IP"), C.6 ("Specific Payment Methods"), C.7 ("Settlement and Payout Schedule"), C.8 ("Clearing Funds and Reserves"), C.9 ("Security Interests, Collection, and Set-Off Rights"), C.10 ("Reconciliation and Error Notification"), C.11 ("Dormant Accounts"), D.3 ("Security and Fraud Controls"), D.4 ("Your Use of Data with Stripe Connect and Stripe Relay"), D.5 ("Provision of Payment Account Details upon Termination"), E.4 ("No Agency; Third-Party Services"), E.5 ("Force Majeure"), E.6 ("Your Liability for Third-Party Claims Against Us"), E.7 ("Representations and Warranties"), E.8 ("No Warranties"), E.9 ("Limitation of Liability"), E.10 ("Responding to Legal Process"), E.11 ("Dispute Resolution; Agreement to Arbitrate"), E.12 ("Entire Agreement"), E.13 ("Cumulative Rights, Construction, Waiver") and E.14 ("Survival"); and any related terms in the Agreement.

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 7.

File ID: 20-0476 **Type:** Purchase **Status:** Passed

Version: 2 **Agenda Section:** **In Control:** City Commission

File Created: 06/08/2020

Short Title: Approve Agreement with Reaxium, Inc. **Final Action:** 08/05/2020

Title: MOTION TO APPROVE THE AGREEMENT WITH REAXIUM, INC., PURSUANT TO THE AWARD OF RFP # ED-18-02 "CHARTER SCHOOL BUS AND STUDENT TRACKER".

***Agenda Date:** 08/05/2020

Agenda Number: 7.

Internal Notes:

Attachments: 1. Reaxium Executed Agreement - Charter School Bus and Student Tracker, 2. Exhibit A - RFP ED-18-02, 3. Exhibit B - Vendor Submittal, 4. Exhibit (C) - ReaXium - Revenue Sharing Calculator, 5. Exhibit (D) - ReaXium Sample Monthly Report, 6. Exhibit (AB) - SOW - Charter School Bus Tracker, 7. ReaXium Mobile App Subscription Agreement (Updated), 8. Reaxium Mobile Application Acknowledgement and Parental Consent, 9. 8-7-19 Commission Approval

1	City Commission	06/17/2020	defer	City Commission	08/05/2020	Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Commissioner Good, Jr., to defer the item to a time certain, to come back before the City Commission on August 5, 2020. Commissioner Schwartz asked the vendor a number of questions pertaining to the security of the software application. Commissioner Good wanted to have the item deferred until some of the questions could be answered, or additional information made available. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzes

Nay: - 0

2	City Commission	08/05/2020	approve			Pass

Action Text: A motion was made by Commissioner Schwartz, seconded by Vice Mayor Siple, to approve Item #7. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., and Commissioner Chanzes

Nay: - 1 Commissioner Schwartz

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Proposals as "A written solicitation for competitive sealed proposals with the title, date and hour of the public opening designated. A request for proposals shall include, but is not limited to, general information, functional or general specifications, a statement of work, proposal instruction and evaluation criteria. All requests for proposals shall state the relative importance of price and any other evaluation criteria. The city may engage in competitive negotiations with responsible proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 6, 2019, the City Commission authorized the advertisement of RFP # ED-18-02 "Charter School Bus and Student Tracker", which was advertised on February 12, 2019.

2. The purpose of this solicitation was to find a qualified firm to offer the Charter Schools a transportation and student rider management system with routing and tracking software, with the potential option of generating revenue.

3. On August 7, 2019, the City Commission approved the findings and recommendation of the evaluation committee to award RFP # ED-18-02 "Charter School Bus and Student Tracker" to Reaxium, Inc., and to direct the City Manager to negotiate a contract for services.

4. Administration has negotiated an agreement with Reaxium, Inc., which is attached to this agenda. The agreement is for an initial three (3) year period commencing on the date of execution. The agreement may be renewed for two (2) additional three (3) year terms upon mutual consent. The agreement will be at zero cost to the City for services, and also includes a revenue sharing component. Once Reaxium has achieved the Minimum Market Share, as described in the agreement, the City Shall receive 10% of the Reaxium Mobile Application

subscription gross revenue. The City's share of Reaxium Mobile Application subscription gross revenue shall increase by 1% annually thereafter.

5. Reaxium, Inc. will generate revenue by charging a monthly subscription to the Charter School parents who choose to have access to the Reaxium application. The application will allow parents to track their children, and will be able to confirm once their child has boarded the school bus, track the bus as it travels to school, and confirm once the child has arrived at school. They will also be able to track their child on their school bus in the afternoon when they are on their way home.

6. On June 17, 2020, this item was deferred by the City Commission, requesting that City Administration work with the vendor to amend the "Reaxium Mobile App. Subscription Agreement".

7. The following changes have been made to the agreement:
- The following language was added to Section 2.1 Payment Through Third Parties: In addition, use of the App may necessitate usage of services from third parties not related to Us, including, without limitation, our Payment Gateway partner ("Payment Gateway Partner"), Stripe (whose terms are located at <https://stripe.com/legal> - please note that We may from time to time change our Payment Gateway Partner at Our discretion). You agree that the terms of use for Stripe (or our Payment Gateway Partner from time to time) including such terms as amended from time to time in the Payment Gateway Partner's sole discretion, are incorporated into this Agreement, and you will be subject to any terms applicable to such third party services ("Third Party Terms").

- The following struck-thru language was removed from Section 2.3 Unable-to-be-processed payments: Your agreement with your credit issuer governs use of your credit card ~~and the Stripe user agreement governs your use of the Stripe service~~.

- The following struck-thru language was removed from Section 3.2 Privacy and Your Account: ~~Your information may be stored and processed in the United States or any other country where ReaXium has facilities, and by using the App, you consent to the transfer of information outside of your country.~~

- The following struck-thru language was removed from Section 7 Intellectual Property Rights: As between you and us, Subscriber Data is confidential and yours; however, you give us as ~~worldwide~~ license to host, copy, transmit and display your data as is necessary for the normal operation of our App, in connection with the inter-operation of our App with other third-party Apps with which we integrate, and as otherwise noted in this Agreement.

- The following struck-thru language was removed from and bolded language was added to Section 11.1 Third Party Payment Services: From time to time, we ~~may~~ will use a third party not affiliated with us to process payments for the subscription to access the App, ***such as "Stripe"*** (a Third Party Processor). ~~You agree that this Third Party Processor is solely responsible for controlling, handling, processing, or fulfilling purchases processed through its systems.~~ When using such Third Party Processor you may be subject to additional terms of use/service and

privacy policy(ies) of the Third Party Processor.

- The following struck-thru language was removed from and bolded language was added to Section 13 General: For all litigation which may be brought, subject to the requirements for arbitration hereunder, with respect to any controversy or claim, arising out of or relating to this Agreement or any relationship between us, the sole jurisdiction and venue for such litigation will be an appropriate federal or state court located in the ~~County~~ **Counties** of Palm Beach **or Broward** in the State of Florida.

- The following struck-thru language was removed from and bolded language was added to Section 13.1 Changes to Subscriber Agreement: You acknowledge and agree that you shall be responsible for reviewing this Agreement from time to time for changes, and that changes to this Agreement shall be effective ~~when posted~~ thirty days after posting.

8. Concerns were brought up by the City Commission regarding whether Reaxium would be able to sell any of the information collected. Section 7. Intellectual Property Rights, of the Mobile App Subscription Agreement, states that "Data that you upload or post to the App, if applicable, ("Subscriber Data") is treated as strictly confidential, and we won't use it or disclose it to anyone, except as set forth in this Agreement. We can assure you that access to Subscriber Data is not only treated as confidential with respect to third parties but also highly restricted within our own organization. We only access and use Subscriber Data to: (a) address technical problems or handle support issues, and then only in a highly confidential manner; or (b) as we believe may be required to permit the normal operation of the App and comply with applicable law. Subscriber Data doesn't include data relating to the use or operation of our App, such as anonymous usage-related data and technical-related data that we collect in connection with the use of the App ("Usage Data"). As is common with most software-as-a-service providers, we reserve the right to collect, monitor, aggregate and use Usage Data in any way. Usage Data improves the functionality and performance of our App, provides us with real, actionable data on user preferences and behaviors, determines performance benchmarks, and aids us in developing helpful content for schools, families, and the entire ReaXium community. As between you and us, Subscriber Data is confidential and yours; however, you give us as license to host, copy, transmit and display your data as is necessary for the normal operation of our App, in connection with the inter-operation of our App with other third-party Apps with which we integrate, and as otherwise noted in this Agreement. We claim no ownership rights whatsoever (by express or implied lien, operation of law, or otherwise) in any Subscriber Data that you upload to our App; provided, however, access and availability to the Subscriber Data is subject to the terms and conditions contained in this Agreement."

9. Concerns were also brought up by the City Commission regarding the use of biometric identifiers. The Agreement between the City and Reaxium, Inc. and the Mobile App Subscription Agreement do not include language allowing for the use of biometric identifiers.

10. City Administration together with the City Attorney's Office has also created a Mobile Application Acknowledgement and Consent Form, which would authorize the City Charter Schools to release records associated with the student to Reaxium. These records may

include, but are limited to: student name, address, bus route, grade level, and the school ridership information. The records may be used to develop and manage transportation and student rider management system software that will allow the Charter Schools to effectively and efficiently collect student ridership data associated with bus transportation services.

11. Request City Commission to approve the agreement with Reaxium, Inc., pursuant to the award of RFP # ED-18-02 "Charter School Bus and Student Tracker".

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** None.
b) **Amount budgeted for this item in Account No:** Not Applicable.
c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
d) **5 year projection of the operational cost of the project**: Not Applicable.
e) **Detail of additional staff requirements:** Not Applicable.

City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
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Agenda Request Form

Agenda Number: 16.

File ID:	19-0923	**Type:** Bid	**Status:** Passed
Version:	1	**Agenda Section:**	**In Control:** City Commission
			File Created: 07/25/2019
Short Title:			**Final Action:** 08/07/2019

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD ED-18-02 "CHARTER SCHOOL BUS AND STUDENT TRACKER" TO REAXIUM, INC. AND TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SERVICES.

***Agenda Date:** 08/07/2019

Agenda Number: 16.

Internal Notes:

Attachments: 1. ED-18-02 - Bid Tabulation, 2. ED-18-02 Conflict of Interest Forms, 3. 5-06-2019 Meeting Minutes, 4. 7-10-2019 Meeting Minutes, 5. 7-10-2019 Rankings and Score Sheets, 6. Submittal from ReaXium Inc., 7. ED-18-02 - Charter School Bus Tracker

1	City Commission	08/07/2019	approve	Pass

Action Text: A motion was made by Commissioner Siple, seconded by Commissioner Castillo, to approve Item #16. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Vice Mayor Schwartz, Commissioner Siple, and Commissioner Good Jr.

Nay: - 0

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD ED-18-02 "CHARTER SCHOOL BUS AND STUDENT TRACKER" TO REAXIUM, INC. AND TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT FOR SERVICES.

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 6, 2019, the City Commission authorized the advertisement of ED-18-02 "Charter School Bus and Student Tracker", which was advertised on February 12, 2019.

2. The purpose of this solicitation was to find a qualified firm to offer the Charter Schools a

transportation and student rider management system with routing and tracking software, with the potential option of generating revenue.

3. On April 9, 2019, the City opened three (3) proposals from the following vendors:

Vendor Name
Artha Systems LLC
ReaXium, Inc.
Transfinder Corporation

4. On May 6, 2019, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the bid documents and listed below:

- Experience and Ability (25%)
- Relevant Past Projects (25%)
- Firm's Understanding and Approach to the Work (25%)
- Project Cost (15%)
- Revenue Sharing Option (5%)
- Local Vendor Preference/Veteran Owned Small Business Preference (5%)

5. At the May 6, 2019 meeting, the evaluators discussed that one of the vendors had not provided some of the requested information. Artha Systems did not submit a list of their current on-going projects, which is part of one of the scoring sections; and they did not submit the W9 form, which is informational only and is not a scoring criteria. By consensus, members choose to allow Artha Systems to continue through the process.

6. The evaluation committee discussed the difficulty of proceeding to scoring as there were different products being offered in the proposals received and it was difficult to know if the products are comparative. The committee unanimously passed a motion to have a second meeting in which the three vendors would do a demonstration on site of their proposed hardware and software, and also have a question and answer period so that the committee and the City's Transportation Provider could clarify how the different systems actually work.

7. On July 10, 2019, the evaluation committee convened the second meeting to view the vendor presentations and score the proposals.

8. At the July 10, 2019 meeting, after viewing the vendors' presentations, the evaluation committee ranked the vendors as shown below:

Rank	Vendor Name
1	ReaXium, Inc.
2	Transfinder Corporation
3	Artha Systems LLC

9. Based on the scoring results, the evaluation committee unanimously approved a motion to

recommend the City Commission to award ED-18-02 "Charter School Bus and Student Tracker" to the first ranked vendor, ReaXium, Inc., and to direct the City Manager to negotiate a contract for services.

10. ReaXium, Inc. has also completed the Equal Benefits Certification Form and have utilized the following allowable exemption "The Contractor does not provide benefits to employees' spouses in traditional marriages".

11. Request Commission to approve the findings and recommendation of the evaluation committee and to award ED-18-02 "Charter School Bus and Student Tracker" to ReaXium, Inc., and to direct the City Manager to negotiate a contract for services.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at this time. A negotiated contract will be brought back to the Commission, and executed by the vendor.
b) Amount budgeted for this item in Account No: Funds are not currently budgeted for this project. After a contract is negotiated, an agenda item will be brought to Commission approval with a request for funding.
c) Source of funding for difference, if not fully budgeted: Not Applicable.
d) 5 year projection of the operational cost of the project: Not Applicable.
e) Detail of additional staff requirements: Not Applicable.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mariana Zorrilla	
Garzor Insurance 4369 HUNTERS PARK LANE Orlando FL 32837	PHONE (A/C, No, Ext): 3212068035	FAX (A/C, No): 3212517720
	E-MAIL ADDRESS: mariana@garzorinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : OHIO SECURITY INS CO	24082
INSURER B : NORGUARD INS CO	31470
INSURER C : WESTCHESTER SURPLUS LINES INSURANCE CO	13196
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Reaxium Inc
23123 State Road 7 Ste 200c
Boca Raton FL 33428

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			BLS (20) 60162322	08/01/2019	08/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		REWC953382	08/24/2019	08/24/2020	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Technology Errors and Omissions Liability			F15082185001	08/01/2019	08/01/2020	Occurance Aggregate Claim Retention	$1,000,000 $1,000,000 $2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Technology Errors and Omissions Liability Policy listed above include the following coverage:
A-Cyber, Privacy and Network Security Liability $1,000,000 Each Incident and $1,000,000 for all Cyber Incident - Retention $2500

CERTIFICATE HOLDER

The City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mariana Zorrilla

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Rojas, Dominique

From: Rotstein, Daniel
Sent: Tuesday, May 26, 2020 12:34 PM
To: Rojas, Dominique
Cc: Contracts
Subject: FW: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Revised Contract & Exhibits - Risk Approval Request
Attachments: COI Reaxium.pdf; Reaxium Executed Agreement - Charter School Bus and Student Tracker (003....pdf; Exhibit (D) - ReaXium_SampleMonthlyReport-upd_05_21_2020.pdf; Exhibit (C) - ReaXium - Revenue Sharing Calculator_Sept2019 (Revised 21-....pdf; Exhibit (AB) - SOW - Charter School Bus Tracker - upd_01_23_2020.pdf; Exhibit B - Vendor Submittal.pdf; Exhibit A - RFP # ED-18-02.pdf

Approved

From: Rojas, Dominique
Sent: Thursday, May 21, 2020 3:14 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Rojas, Dominique <drojas@ppines.com>
Subject: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Revised Contract & Exhibits - Risk Approval Request

Dear Daniel,

Good afternoon. Please could you review the attached COI for the above-referenced agreement? The revised agreement and all the exhibits are attached. We will stand by for your approval/comments.

Kindest regards,

Dominique

From: Rotstein, Daniel
Sent: Thursday, April 2, 2020 11:16 AM
To: Rojas, Dominique
Cc: Contracts
Subject: FW: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Revised Contract & Exhibits
Importance: High

The insurance information is ok with me. They may not want to provide the auto as they are monitoring and not driving.

From: Rojas, Dominique
Sent: Thursday, April 02, 2020 11:09 AM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Garcia, Oniel <ogarcia@ppines.com>; Rojas, Dominique <drojas@ppines.com>
Subject: ReaXium, Inc. - Contract for ED-18-02 "Charter School Bus and Student Tracker" - Revised Contract & Exhibits
Importance: High