



AGREEMENT

THIS IS AN AGREEMENT, dated the 24 day of JUNE, 2013, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America), a company authorized to do business in the State of Florida, with a business address of **180 North Palafox Street, Pensacola, Florida 32502**, hereinafter referred to as "CONTRACTOR".

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**

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 **August 21, 2012**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **provide the Police Department with an Automatic Records Management System and a Mobile Computing System** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

1.2 On **October 30, 2012**, the bids were opened at the offices of the City Clerk.

1.3 On **April 17, 2013**, 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 **Automatic Records Management System and a Mobile Computing System**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Project") in accordance with the Scope of Services outlined in the specifications, "**RFP # IT-12-02**," attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**, and the **Statement of Work**, attached hereto and made part hereof as **Exhibit "D"**. 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 **Automatic Records Management System and a Mobile Computing System**, as more specifically described in **Exhibit D**.

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 Project as identified in **Exhibit "C"** attached hereto and made part hereof, for an initial one (1) year period following installation and acceptance of the equipment and Software Products as outlined in Section 2.0 of the Software Warranty, Maintenance and Support Agreement attached hereto and made a part hereof as **Exhibit "C"**.

3.2 This Agreement may be renewed for five (5) additional one (1) year terms in accordance with Section 2.0 of **Exhibit "C"**.

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days 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.

3.4 *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.

3.5 *Effect of Termination:* Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations or covenants contained herein that are intended to extend beyond the term of this Agreement, including, without limitation, covenants relating to confidentiality and indemnification. Additionally, if this Agreement is terminated for any reason, CITY shall pay to CONTRACTOR accrued but unpaid compensation through the date of termination in accordance with Schedule I, a copy of which is attached hereto and incorporated herein as **Exhibit "E"**. Such payment shall be in full and complete discharge of any and all liabilities or obligations of CITY to CONTRACTOR under this Agreement, and CONTRACTOR shall be entitled to no further benefits under this Agreement. Any amounts owed to CITY from CONTRACTOR may be offset from this payment.

ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR **the amount of \$590,327.30** for all services performed by CONTRACTOR pursuant to the provisions of this Agreement, **to be**



made in sixty (60) equal monthly payments of \$9,838.79 beginning the date this Agreement is signed by all parties thereto.

4.2 One year after the date of execution of this agreement, the monthly payment amount will be evaluated and adjusted according to the final contract price for the software product as determined by section 4.0 "Customer Acceptance Criteria" in Exhibit "D" Statement of Work.

4.3 The CITY shall within thirty (30) days, from the date the City's Chief of Police approves the contractual invoice, pay the CONTRACTOR.

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

INDEMNIFICATION

6.1 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 caused by the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 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.

6.3 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.



6.4 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 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 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.

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 his 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 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.

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, 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.

7.6 REQUIRED INSURANCE

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 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.

7.6.2 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.

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

7.6.4 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.

7.6.5 Sexual Abuse may not be excluded from any policy.

7.7 REQUIRED ENDORSEMENTS

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

7.9 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.

7.10 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 8

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 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 9

INDEPENDENT CONTRACTOR

9.1 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 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

AGREEMENT SUBJECT TO FUNDING

11.1 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 12

VENUE

12.1 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 13

SIGNATORY AUTHORITY

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

ARTICLE 14

MERGER; AMENDMENT

14.1 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 15

DEFAULT OF CONTRACT & REMEDIES

15.1 **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.

15.2 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:

15.2.1. The abandonment of the Agreement by CONTRACTOR for a period of more than seven (7) business days.

15.2.2 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 Chief of Police relative thereto.

15.2.3. 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.

15.2.4. 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.

15.2.5. 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.

15.3 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.



15.3.1. 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 had the CONTRACTOR continued to perform the services under the Agreement.

15.3.2. 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.

15.3.3. 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 16 **BANKRUPTCY**

16.1 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 17 **DISPUTE RESOLUTION**

17.1 **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.

17.2 Operations During Dispute.

17.2.1 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 regardless of such dispute.

17.2.2 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.

17.2.3 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 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 **Software Licensing.** CONTRACTOR is not granting the CITY, either directly or by implication, any right, title or interest in CONTRACTOR's software products, applications, software, code and/or systems. CITY is acquiring the perpetual right to utilize the run-time version of CONTRACTOR'S software products (including the incorporated third party software) that are current as of the time of the termination of the contract between CONTRACTOR and CITY. CITY agrees not to disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, or derive code from any of CONTRACTOR's software products, applications, software, code and/or systems, or permit or encourage any third party to do so. Under no event shall CITY transfer, assign and/or sell the run-time version, the object code or the source code of CONTRACTOR's software products, applications, software, code and/or systems to any person or entity.

18.3 **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.

18.4 **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.

18.5 **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.

18.6 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.

18.7 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
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

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) 771-4900
Facsimile No. (954) 771-4923

Contractor **SmartCOP, Inc.**
(d/b/a Consolidated Technology Solutions and CTS America)
180 North Palafox Street,
Pensacola, Florida 32502
Telephone No. **(850) 429-0082**
Facsimile No. **(850) 429-0522**

18.8 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.

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

18.10 **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.

18.11 **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.

18.12 **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.

18.13 **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.

18.14 **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.

18.15 **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.

18.16 **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.

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HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

ATTEST:

CITY

6/24/13
JUDITH A. NEUGENT,
CITY CLERK

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

[Signature]
OFFICE OF THE CITY ATTORNEY

Witnesses:

CONTRACTOR

SmartCOP, Inc.
(d/b/a Consolidated Technology Solutions
and CTS America)

BY:

James E Benson
Print Name: James E Benson
Title: Chief Operating Officer

Print Name

Print Name

STATE OF

Florida

COUNTY OF

Escambia ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared James Benson as COO of SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America), a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SmartCOP, Inc. (d/b/a Consolidated Technology Solutions and CTS America) 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 4 day of June, 2013.

Melissa A. Smith
NOTARY PUBLIC

Melissa A. Smith
(Name of Notary Typed, Printed or Stamped)



MELISSA A. SMITH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE839196
Expires 9/30/2016





**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS
AMERICA)**

THIS AGREEMENT, dated this ____ day of _____ 2018, 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

SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) a Company authorized to do business in the State of Florida, with a business address of **9165 Roe Street, Pensacola, FL 32514**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP #IT-12-02**, on **June 24, 2013**, the CITY and CONTRACTOR entered into the Original Agreement for **Public Safety (Police) Automatic Records Management and Mobile Computing System** for an initial **one (1) year period**, which expired on **June 30, 2014**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement on an annual basis after the initial twelve month period, for a period of up to five years, by paying an agreed upon annual fee; and,

WHEREAS, the CITY has continuously paid invoices from CONTRACTOR up until January 1, 2018, which allows for the term of the agreement to extend until July 1, 2019; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties desire to Amend **Article 2 – Services and Responsibilities** of the Original Agreement, to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses.

WITNESSETH

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 follows:



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

SECTION 2. Article 18, entitled "Miscellaneous", is hereby amended by the addition of Section 18.17 and Section 18.18, as follows:

18.17 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:

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

18.17.2 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;

18.17.3 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 if the contractor does not transfer the records to the CITY; and

18.17.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the 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.

18.18 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.



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 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 3. ARTICLE 2 – Services and Responsibilities, of the Original Agreement is hereby amended to include the following:

SECTION 2.8 CONTRACTOR hereby agrees to provide the CITY's Police Department with two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses, as set forth in **"Exhibit E"** and **"Exhibit F"** **"SOW Modification Worksheet,"** upon execution of this First Amendment.

SECTION 4. ARTICLE 4 – Compensation and Method of Payment, of the Original Agreement is hereby amended to include the following:

SECTION 4.5 The CITY hereby agrees to compensate CONTRACTOR the amount of **ONE HUNDRED EIGHTY TWO THOUSAND THREE HUNDRED SIXTY FIVE DOLLARS AND FORTY EIGHT CENTS (\$182,365.48)** which is comprised of the Original Annual Financing Amount of **ONE HUNDRED EIGHTEEN THOUSAND SIXTY FIVE DOLLARS AND FORTY EIGHT CENTS (\$118,065.48)** plus the Purchase/Implementation of 250 ESRI Mobile Licenses, as set forth in **"Exhibit F"**, and a cost of **SIXTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$62,500)** plus two (2) additional Mobile License's, as set forth in **"Exhibit E"**, for a cost of **ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800)**.

SECTION 4.6 The maintenance fee for the current period is **SEVENTY EIGHT THOUSAND ONE HUNDRED THIRTY NINE DOLLARS AND EIGHTY EIGHT CENTS (\$78,139.88)**, which is comprised of the annual maintenance fee of **SEVENTY SEVEN THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS AND EIGHTY EIGHT CENTS (\$77,779.88)** plus the annual maintenance fee of two (2) additional mobile licenses of **THREE HUNDRED AND SIXTY DOLLARS (\$360)**, as set forth in **"Exhibit E"**. Starting **January 1, 2019**, the aforementioned annual maintenance fee will increase by **THREE PERCENT (3%)**. In addition, the CITY is to pay the CONTRACTOR



TWELVE THOUSAND FIVE HUNDRED DOLLAR (\$12,500) maintenance fee for the ESRI Mobile Licenses, as set forth in **"Exhibit F"**.

SECTION 5. 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 amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

SMARTCOP, INC. (d/b/a CONSOLIDATED
TECHNOLOGY SOLUTIONS AND CTS
AMERICA)

Joshua Dannelley
Print Name

BY: Steven Williams
Print Name: Steven Williams

Title: Vice President Operations

Print Name

STATE OF Florida)
) ss:
COUNTY OF Escambia)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Steven J. Williams as VP Operations of SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA), an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SMARTCOP, INC. (d/b/a CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA), 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 14 day of August, 2018.

Melissa A Smith





City of Pembroke Pines

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Appendix A: SOW Modification Worksheet

Agency: **Pembroke Pines Police Department**

Project Name: **ESRI Mobile Deployment**

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timeline and Milestones
Purchase / Implementation of 250 ESRI Mobile Licenses	\$62,500.00	TBD

Explanation of Work to be Performed

Pembroke Pines is replacing their mapping solution from MapPoint to the ESRI Runtime mapping solution provide by SmartCOP. Below outlines the responsibilities on each party for deployment.

Pembroke Pines responsibilities:

- Provide ESRI Map Files for deployment
- Deploy maps to machines once map packages are created

SmartCOP responsibilities:

- Provide ESRI Licenses for 250 MCT's
- Create map package for SmartCOP Mobile applications

Exclusions: Please note this Change Order is **ONLY** for the work described above. All work other than explicitly specified above, is excluded from this Change Order.

Cost Implications

Terms	
Due on Change Order Signature – 100%	\$62,500.00

Note: There is annual maintenance increase of \$12,500.00 to be added to on the maintenance cycle due in January.

By signing this SOW Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this _____ day of _____, 2018

Steven J. Williams

Full name

SmartCOP

Vice President, Operations

Title



Signature

8/13/18

Date

Charles F. Dodge

Agency Representative Full name

City Manager

Agency Representative Title

Signature

Date

Juan Fraga

Full name

SmartCOP

Director, Professional Services

Title



Signature

8/13/18

Date

Appendix A: SOW Modification Worksheet

Agency: Pembroke Pines Police Department

Project Name: Additional Mobile Licenses

Description of Desired Change to Original SOW		
Description of Change	Cost Implication of Change	Changes in Timeline and Milestones
2 Additional Mobile License's	\$1,800.00	TBD
Annual Maintenance	\$360.00	Due upon invoice and included in annual maintenance

Explanation of Work to be Performed

Pembroke Pines has purchased the following:

- SmartMCT Client License
- Mobile Forms Client License

Annual maintenance is due up upon installation and to be included in the annual maintenance cycle.

Exclusions: Please note this Change Order is **ONLY** for the work described above. All work other than explicitly specified above, is excluded from this Change Order.

Cost Implications

Terms	
Due on Change Order Signature – 100%	\$2,160.00

By signing this SOW Modification Acceptance Signature Page, it is agreed that both parties have read and reviewed the changes requested and both parties agree to these changes to the original Statement of Work.

Signed this _____ day of _____, 2018

Steven J. Williams

Full name

SmartCOP

Vice President, Operations

Title

 8/13/18

Signature

Date

Charles F. Dodge

Agency Representative Full name

City Manager

Agency Representative Title

Signature

Date

Juan Fraga

Full name

SmartCOP


Director, Professional Services

Title

 8/13/18

Signature

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 02/07/2018													
PRODUCER WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY 100 KING STREET WEST, SUITE 4700 TORONTO, ON M5X 1E4 CANADA			Serial # 180431 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.		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: FEDERAL INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: CHUBB INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: TRAVELERS PROPERTY CASUALTY CO.</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>			INSURERS AFFORDING COVERAGE	NAIC#	INSURER A: FEDERAL INSURANCE COMPANY		INSURER B: CHUBB INSURANCE COMPANY		INSURER C: TRAVELERS PROPERTY CASUALTY CO.		INSURER D:		INSURER E:	
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INSURER D:																			
INSURER E:																			
INSURED CONSTELLATION SOFTWARE INC. AND SMARTCOP, INC. 180 N. PALAFOX ST. PENSACOLA, FL 32502																			
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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																			
INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS													
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY	99504839	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 1,000,000												
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$												
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000												
						PERSONAL & ADV INJURY	\$ 1,000,000												
						GENERAL AGGREGATE	\$ 10,000,000												
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000												
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				TENANTS LEGAL LIABILITY	1,000,000												
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	73600397	10/27/2017	09/27/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000												
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$												
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$												
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$												
		<input checked="" type="checkbox"/> NON-OWNED AUTOS																	
		ALL AUTOS OWNED AND/OR LEASED TO THE NAMED INSURED																	
B	<input checked="" type="checkbox"/>	GARAGE LIABILITY	78183369	09/27/2017	09/27/2018	AUTO ONLY - EA ACCIDENT	\$												
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$												
						AGG	\$												
							\$												
							\$												
C	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY	HJ-UB-9J7866-81	09/27/2017	09/27/2018	EACH OCCURRENCE	\$ 4,000,000												
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4,000,000												
							\$												
		<input type="checkbox"/> DEDUCTIBLE					\$												
		<input type="checkbox"/> RETENTION \$					\$												
A	<input checked="" type="checkbox"/>	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	99504839	09/27/2017	09/27/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER													
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT	\$ 1,000,000												
						EL DISEASE - EA EMPLOYEE	\$ 1,000,000												
						EL DISEASE - POLICY LIMIT	\$ 1,000,000												
A	<input checked="" type="checkbox"/>	OTHER	99504839	09/27/2017	09/27/2018	\$ 5,000,000 PER CLAIM & IN THE AGGREGATE													
		PROFESSIONAL LIABILITY AND TECHNOLOGY E&O																	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS <div style="text-align: center;"> EVIDENCE OF INSURANCE. The certificate holder is named as additionally insured with regard to general liability. </div>																			
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, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  <div style="float: right;">SH</div>															



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

August 21, 2012

RFP # IT-12-02

REQUEST FOR PROPOSAL

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

"RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System"

There will be a **MANDATORY PRE-BID** meeting on **September 11, 2012 at 10:00 AM** at the **City Hall Commission Chambers** located at **10100 Pines Boulevard, Pembroke Pines, FL 33026**. Please arrive early as no one will be allowed in after **10:00 AM**. Only the bidders that attend this mandatory meeting will be able to submit a proposal for this project.

Specifications may be obtained from the City of Pembroke Pines website at the following link:
<http://www.ppines.com/bids/bidsnew.html>

If you have any problems downloading the specifications, please contact the Purchasing Office located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 704-1259 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.

Proposals will be accepted until 2:00 p.m., Tuesday, October 9, 2012, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

Envelopes must be sealed and plainly marked:

"RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System"

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk



August 21, 2012

RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

STATEMENT OF PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms to provide the Police Department with an Automatic Records Management System and a Mobile Computing System, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

MANDATORY PRE-BID MEETING

There will be a **MANDATORY PRE-BID** meeting on **September 11, 2012 at 10:00 AM** at the **City Hall Commission Chambers** located at **10100 Pines Boulevard, Pembroke Pines, FL 33026**. **Please arrive early as no one will be allowed in after 10:00 AM**. Only the bidders that attend this mandatory meeting will be able to submit a proposal for this project.

SPECIFICATIONS

The detailed specifications, requirements and services to be provided are stated in the Specification Compliance Form (Attachment J) and attached hereto and made a part hereof.

PROPOSAL PACKAGE

All proposals shall address and be presented as outlined below:

A. TITLE PAGE

List the following:

1. RFP Subject "IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System"
2. Date
3. Name of the Firm
4. Contact Person (including title) authorized to represent your firm
5. Telephone Number
6. Email Address

B. TABLE OF CONTENTS

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

C. LETTER OF INTEREST

Limit to two (2) pages. Include a positive commitment to perform the required work.

D. FIRM EXPERIENCE



Describe the project team, including sub-consultants, and discuss each person's role and responsibility for the project. Brief resumes should be included for each team member. Project manager should have a minimum of five years experience in executing the requested services.

Vendor must have been in the business of providing Automatic Records Management and Mobile Computing Systems for government/municipal Public Safety/Police Departments or other clients with similar functions and complexity for at least five (5) years.

E. REFERENCES

Proposer should describe completed projects that demonstrate their ability to provide Automatic Records Management and Mobile Computing Systems for government/municipal Public Safety/Police Departments. Please provide a list of a minimum of five projects from at least three different municipalities or contracts which demonstrates the Team's experience in providing the services as required under this RFP and in the scope of services for this project. Please provide the following information for each sample project:

- Client name, address, phone number, and e-mail address. (This representative must be able to verify satisfactory performance of the project.)
- Description of the scope of the work
- Month and Year the project was started and completed
- Total cost and/or fees paid to your firm
- Role of the firm and the responsibilities

F. PROJECT APPROACH

A narrative about the vendor's proposed methods of meeting the desired features and goals for the City of Pembroke Pines' Automatic Records Management and Mobile Computing Systems. Specific examples of methods used should be included, including references to existing and past work by the vendor which exhibits these methods. The vendor may, at their discretion, include links to web sites and/or a CD/DVD with samples. Although the Evaluation Committee may request demonstrations from vendors, it should not be assumed that the Evaluation Committee will see anything beyond the original proposal contents. Proposer should also indicate any subcontracted services needed/required to meet the specifications of the proposal or clearly indicate what portion, if any, of the services are not included in the proposal.

G. PROPOSED TIMELINE

Proposal should include a projected timeline for the project, including a breakdown of proposed design and implementation stages and the City of Pembroke Pines' responsibility at each stage. It is anticipated that the project will take about ten months to complete and proposals should indicate whether this overall goal is feasible.

H. SOFTWARE LICENSING

The proposal should indicate any third party or additional software required for the implementation of the project. Any software or licensing necessary for the implementation



and continued maintenance of the project must be included, along with separate cost amounts if the vendor is proposing to provide the software. All software provided to the City of Pembroke Pines must be perpetually licensed to the City, including any third party components or utilities. If any software is released in the public domain or under any open source licensing agreement, the licensing must be specified in the proposal. All images, assets or content produced or delivered by the vendor must be indemnified as to copyrights and other licensing. All content, source code and intellectual property included in this project will be retained by the City of Pembroke Pines.

I. MAINTENANCE AND SUPPORT

A description of the type of support available and hours available should also be included. The proposal should indicate the ongoing maintenance and support available after the completion of the project. Cost of annual maintenance and support for the first year should be included with the proposal.

J. COST

A detailed breakdown of all costs should be included in the proposal. Training costs should be itemized and broken out by hour, day or other increment and indicate the number of users to be trained. Support and maintenance costs should be itemized and the type and length of support should be indicated. Maintenance and support for the first five years beyond this contract should be quoted as well. Price evaluation of proposals will include evaluation of future and ongoing costs.

K. PROPOSAL FORM

Attached is proposal form (Attachment A) where the vendor will indicate the proposed amounts for completing the work as specified in this agreement. Proposal form shall be signed by the contact person authorized to represent the contractor.

L. SERVICE LEVEL AGREEMENT

Proposers shall be able to produce a Service Level Agreement that includes details on guarantees of customer support, service escalation process, upgrades and the dedicated process for improving the software purchased by the City of Pembroke Pines.

M. STANDARD QUALIFYING DATA, FORMS, AND CERTIFICATIONS

1. City of Pembroke Pines Vendor Information Form and a W-9 (Attachment B).
2. Non-Collusive Affidavit (Attachment C).
3. Sworn Statement on Public Entity Crimes Form (Attachment D).
4. Proposer's Completed Qualification Statement (Attachment E).
5. Local Vendor Preference Certification, if applicable (Attachment F).
6. Proof of Insurance according to the requirements included in this RFP. See attached Sample Insurance Certificate (Attachment G).
7. Mandatory Site Visit Confirmation Form (Attachment I).
8. Specification Compliance Form (Attachment J)

EVALUATION OF PROPOSALS & PROCESS OF SELECTION



1. 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.**
2. 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 then evaluate all proposer qualifications, references, and technical submittals as contained in the proposal based on the following criteria:
 - **Experience and Ability (35 points):** The relative ability and experience of all professionals proposed for use on the team in the planning, design and administration of the project, and the abilities and qualifications of the proposed staff as related to the project's specific requirements and their ability to accomplish the project. 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. Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity and project delivery, including projects completed for listed references of similar municipal entities that have more than 100,000 residents.
 - **Project Approach and Proposed Time Line (35 points):** The understanding that the applicant demonstrates 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. The proposers' approach to the project will be evaluated along with their proposed time line to complete the project.
 - **Cost (25 points):** Price evaluation of proposals will include evaluation of future and ongoing costs for the proposed services; not limited to training costs, software licensing cost, maintenance and support cost.
 - **Local Vendor Preference (5 points):** The preference is used to evaluate the submittals received from proposers 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.
3. In the event that there are more than three (3) proposers, the Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. Then the Evaluation Committee may schedule a second 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.

4. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.

TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 21, 2012
Mandatory Pre-Bid Meeting	10:00 a.m., September 11, 2012
Question Due Date	September 20, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	September 26, 2012
Proposals will be accepted until	2:00 p.m., October 9, 2012
Proposals will be opened at	2:30 p.m., October 9, 2012
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	November 7, 2012

SUBMISSION REQUIREMENTS

To respond to the Request for Proposals, applicants shall submit one original, five paper copies and two electronic copies (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal, **on or before 2:00 p.m. on October 9, 2012**, to the:

City of Pembroke Pines
Office of the City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

The submittal must be clearly marked “RFP # IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System”

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 33026.

Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed.



Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must 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 be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the 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.

All Proposals received from Proposers in response to the Request for Proposals 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.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.



CITY reserves the right to reject the Proposal of any Proposer if CITY believes that it would not be in the best interest of the CITY to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

The Contract shall be awarded by City's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

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.

2. **INTERPRETATIONS AND ADDENDA:** 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 written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager by **September 20, 2012**. Questions received after **September 20, 2012** shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail, return receipt requested, mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.
3. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The Proposal Security filed with and as a part of the Proposal shall be forfeited in its entirety to CITY as liquidated damages if the Proposer to whom the Contract is awarded fails to execute the Contract Documents within ten (10) calendar days following the award by the City Commission.



4. **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.
5. **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.
6. **RULES, REGULATIONS, LAWS, ORDINANCES & 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 in order to provide this service.
7. **INDEMNIFICATION:**
 - A) **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 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.
 - B) **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.

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing 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.

8. **CONTRACT TIME:** By virtue of the submission of his 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.
9. **LIQUIDATED DAMAGES FOR BREACH OF CONTRACT:** The Successful Proposer agrees that, if the work, or any part thereof, is not completed within the time specified or any extension thereof, the Successful Proposer shall be liable to the CITY in the amount of One Hundred (\$100) dollars for each and every calendar day the completion of the work is delayed beyond the time provided in the contract, as fixed and agreed upon liquidated damages and not as a penalty. CITY shall have the right to deduct from and retain out of moneys that may be then due or which may become due and payable to the Successful Proposer, the amount as such liquidated damages.
10. **CONTRACT RELATED TO SERVICES:** A Specimen contract is included herein for general information of bidder. Upon award of the proposal, the awarded contractor shall be required to sign and agree to the terms of the attached Specimen Contract (Attachment H).

ATTACHMENTS

Attachment A: Proposal Form
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: Proposer's Completed Qualification Statement
Attachment F: Local Vendor Preference Certification
Attachment G: Sample Insurance Certificate
Attachment H: Specimen Contract/Agreement
Attachment I: Mandatory Site Visit Form
Attachment J: Specification Compliance Form

CONTACT INFORMATION

All questions related to this solicitation should be forwarded to Christina Sorensen, Purchasing Manager at purchasing@ppines.com.



CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. **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. **PRICES TO BE FIRM:**

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.

4. **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.

5. **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.

6. 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.

7. SIGNATURE REQUIRED:

All quotations 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.

8. ACCEPTANCE OF MATERIAL:

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

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

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.

11. 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.

12. PRICING:



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

13. 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.

14. 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.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. 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.

18. SIGNED BID CONSIDERED AN OFFER:

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.

19. 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).

20. CONFLICT OF INSTRUCTIONS:

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

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.



23. LOCAL GOVERNMENT PROMPT PAYMENT ACT:

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. TAX SAVER PROGRAM:

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

25. 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.”

26. OWNER’S CONTINGENCY:

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an “Owner’s Contingency”. This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner’s Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract.

This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor’s overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner’s Contingency without the expressed prior approval of the City’s authorized representative. Any Owner’s Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City’s authorized representative.

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD



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.

The Contractor shall not commence work under this contract until he 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 sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given 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.

Insurance shall be in force until all work required to be performed under the terms of the Contract is 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 contract, then in the event, the Contractor shall furnish, at least thirty (30) 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 contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

Please note that Sexual Abuse may not be excluded from any policy.



REQUIRED INSURANCE

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 (**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. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.**

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 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

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. Hire 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



- 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.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on all General Liability Policies
2. Waiver of all Rights of Subrogation against the City
3. 30 Day Notice of Cancellation or Non-Renewal to the City
4. Contractors' 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.

Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor 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.



Company Name: _____

PROPOSAL FORM**RFP #: IT-12-02****DATE: October 9, 2012**

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “**Request for Proposals**” dated **August 21, 2012** titled
“Public Safety (Police) Automatic Records Management and Mobile Computing System”
 attached hereto as a part hereof the undersigned proposes the following:

A. Purchase Option

1) Cost to provide a Public Safety (Police)
 Automatic Records Management and Mobile
 Computing System including all software and
 related services for the setup, customization,
 installation, training, implementation and the initial
 year of maintenance and support of the system, as
 specified in the RFP.

\$ _____

2) Additional cost (if any) and explanation of cost.

\$ _____

B. Financing Option

1) Principal amount to be financed (this should
 match the amount stated in the purchase option
 listed above for the cost to provide the system
 including all software and related services for the
 setup, customization, installation, training,
 implementation and the initial year of maintenance
 and support of the system)

\$ _____

2) Interest rate

_____ %

3) Monthly payment

\$ _____

4) Length of the financing

_____ months



Company Name: _____

5) Terms for early pay-off, such as penalty _____

6) Late fees _____

7) Additional cost (if any) and explanation of cost. \$ _____

C. Lease Option

1) Monthly lease payment \$ _____

2) Length of the lease _____ months

3) Implied interest rate _____ %

4) Optional Purchase Price to acquire the system at the end of the lease \$ _____

5) Additional cost (if any) and explanation of cost. \$ _____



Company Name: _____

D. Additional Information

1) Cost of annual maintenance and support after the first year of service.

\$ _____ for year two

\$ _____ for year three

\$ _____ for year four

\$ _____ for year five

\$ _____ for year six

3) These prices are valid for _____ calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

_____ business days



Company Name: _____

Proposal Checklist

Is there at least one original and five copies of the proposal submitted within this package? Yes_____ Initial_____

Is there two electronic copies of the proposal submitted within this package? Yes_____ Initial_____

Are completed Attachments A, B, C, D, E, I & J included in this package? Yes_____ Initial_____

Please confirm receipt of addenda:

I received Addendum # _____ Dated _____ . Initial_____

I received Addendum # _____ Dated _____ . Initial_____

I received Addendum # _____ Dated _____ . Initial_____

Did you receive any additional addenda? If so, please specify: _____

PLEASE PRINT
NAME_____

COMPANY_____

STREET ADDRESS:_____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE:_____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
Qhleg'qh'vj g'Ekw 'Ergtm
10100 Pines Boulevard
Pembroke Pines, FL 33026

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** _____

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	<input type="checkbox"/> Exempt payee
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

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).

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 on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 Part II instructions on page 3 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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. 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.



NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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.

By _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires:



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

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

1. This sworn statement is submitted by _____ (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.)

☐ 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.

☐ 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.)

☐ 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.)

☐ 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.)

☐ 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.)



City of Pembroke Pines

Bidder's Name

Signature

Date: _____

State of: _____

County of : _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____



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: _____

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 RFP: _____

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. (ATTACH IN PROPOSER EXHIBIT SECTION)



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 RFP submittals 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 subcontractor(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, in 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.

By

(Signature)



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.

The preference is used to evaluate the submittals received from bidders are assigned point totals, 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.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: _____

AUTHORIZED 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



AGREEMENT

THIS IS AN AGREEMENT, dated the _____ day of _____, 2012, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

[VENDOR NAME]., a company authorized to do business in the State of Florida, with a business address of **[VENDOR ADDRESS]**, hereinafter referred to as "CONTRACTOR".

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**

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 **[DATE]**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to **[DESCRIPTION OF PROJECT]** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

[BID NUMBER]
[BID TITLE]

1.2 On **[DATE]**, the bids were opened at the offices of the City Clerk.

1.3 On **[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 **[BRIEF EXPLANATION OF PROJECT]**, 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, "**[BID 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 **[DESCRIPTION OF PROJECT]**, 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 two (2) year period commencing on _____ and ending on _____.

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

3.3 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon thirty (30) business days 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.

3.4 *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 LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), which includes an owner's contingency fee of [WRITTEN AMOUNT] DOLLARS (\$[NUMERICAL AMOUNT]), 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 CONTRACTOR shall not commence performance hereunder 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.

8.2 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. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. 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.

8.4 REQUIRED INSURANCE

8.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A. Bodily Injury		
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	1,000,000
B. Property Damage		
1.	Each Occurrence	1,000,000



- | | | |
|----|---|-----------|
| 2. | Annual Aggregate | 1,000,000 |
| | | |
| C. | Personal Injury
Annual Aggregate | 1,000,000 |
| | | |
| D. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |
| | | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

- | | | |
|----|-----------------------|--|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$100,000 each accident
\$500,000 Disease-policy limit
\$100,000 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.

8.4.3 Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- | | | |
|----|------------------|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |
| | | |
| B. | Property Damage | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

8.5 CONTRACTOR shall name the CITY, as an additional insured on each of the 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.

8.6 Any insurance required of 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.



8.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

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.

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

MISCELLANEOUS

19.1 **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.

19.2 **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.

19.3 **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.

19.4 **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.

19.5 **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.

19.6 **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
	10100 Pines Boulevard
	Pembroke Pines, Florida 33025
	Telephone No. (954) 431-4884
	Facsimile No. (954) 437-1149



City of Pembroke Pines

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) 771-4900
Facsimile No. (954) 771-4923

Contractor [VENDOR NAME].
[VENDOR ADDRESS]
[VENDOR CITY, STATE, & ZIP CODE]
Telephone No. _____
Facsimile No. _____

19.7 **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.

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

19.9 **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.

19.10 **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.

19.11 **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.

19.12 **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.

19.13 **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.



19.14 **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.

19.15 **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.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

ATTEST:

CITY

JUDITH A. NEUGENT,
CITY CLERK

BY: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.

OFFICE OF THE CITY ATTORNEY

CONTRACTOR

Witnesses:

[NAME OF CONTRACTOR]

Print Name

BY: _____
Print Name: _____
Title: _____

Print Name

STATE OF _____)
) ss:
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **[NAME OF CONTRACTOR]**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **[NAME OF CONTRACTOR]** 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 _____, 20____.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



Mandatory Pre-Bid/Site Visit Confirmation Form

_____, who is a representative of
(Printed name of Contractor’s representative)

_____ PERSONALLY came and appeared
(Contractor’s Company)

before me and affirms that they have completed the mandatory pre-bid/site visit on this the

_____ day of _____, 20_____ as required by:

Solicitation #: _____

Solicitation Title: _____

_____ (Contractor Representative’s Printed Name)	_____ (City Representative’s Printed Name)
_____ (Contractor Representative’s Signature)	_____ (City Representative’s Signature)
_____ (Contractor’s Company)	_____ (City Representative’s Department)
_____ (Contractor’s Phone Number)	_____ (City Representative’s Phone Number)
_____ (Date)	_____ (Date)



Company Name: _____

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SPECIFICATIONS

Proposers should show what is offered including any substitutions or deviations from the description and specifications listed below. Proposers should attach additional information to explain any substitutions or deviations, this additional information should be referenced in the respective "exceptions" column of the table below. The product offered by the bidder must on an overall basis be equal or greater in quality or performance than the bid specifications. The City of Pembroke Pines reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection.

General Specifications

1.0 General

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
1.01	The proposer must have experience with mobile implementations in at least five, large (over 150 sworn officers), agencies within the state of Florida.			
1.02	The proposed system must support its own fully integrated CAD system as an optional feature.			
1.03	The proposer must have a documented interface to interact with Motorola Printrak CAD system or comparable CAD system.			
1.04	All CAD information must be available within the system.			
1.05	Every entry into the proposed system should be available on any module within the system without having to enter it again.			
1.06	Any query into the system will search all modules within the system.			
1.07	The proposed system must be designed for 99.9% availability.			
1.08	All of the modules in the system should be of a uniform design.			
1.09	The system should be a Windows or Unix server-based system where all reports written within the system must be immediately available for review from other computers.			
1.10	The system must be fully functional when it is installed.			
1.11	The proposer must provide a system that eliminates redundant data entry, and allows for sharing of common files.			
1.12	The proposer must provide a user-friendly, windows-type interface.			



Company Name: _____

1.13	All solutions/equipment in this specification must be delivered, installed, and operational within six (6) months of the award date.			
1.14	The proposer must include a system with a maximum response time of five (5) seconds for search/display of records.			
1.15	The proposer must be a Florida DHSMV approved E-Crash and E-Citation vendor.			

2.0 Security

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
2.01	The system should include the capability to restrict users to a single log-on, based on user rights.			
2.02	Permissions shall be role-based in the system with the ability for system administrators to create/modify these roles. The system should include single sign-on capability.			
2.03	The system must have the ability of encrypting user passwords when transmitted from the workstation to the server and on the database.			
2.04	The system must include the ability for administrators to control log-on accounts and passwords.			
2.05	The system must include the capability to integrate into Windows Active Directory for user authentication.			
2.06	The system must include the ability to enforce “strong passwords” as defined by current CJIS / FBI guidelines.			

3.0 System Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
3.01	The proposer should provide site-licensing for all core modules when available and/or more cost effective.			
3.02	The proposer must include all minimum hardware specifications for all devices.			
3.03	The proposer must include an application that is compatible with Microsoft Windows XP Sp2 and newer, Microsoft IIS 6.0, and SQL server platforms.			
3.04	The proposer must include support with installations of software during implementation.			
3.05	The proposer must include multi-screen capability.			



Company Name: _____

3.06	The proposed system must be able to remotely deploy all updates to the system to include Mobile Data terminals with minimum impact to end users.			
3.07	The system must have spell check and automatic field filling capability.			
3.08	The proposer must include the capability to store data in a relational database with table-driven design. The proposer will provide to the agency all passwords needed to access the database.			
3.09	The proposer must include the capability to perform system backups without system degradation or interruption.			
3.10	The proposer must include the capability to roll-back data to the backup.			
3.11	The system must include the capability to archive data and the ability to search data.			
3.12	The system must maintain a history of all modifications.			
3.13	The proposer should include the capability to perform ad-hoc queries and reports on the audit history of any record(s) or user(s).			
3.14	The proposer must include the capability of Report number assignment. All other modules will have access to the report number.			
3.15	The proposer must provide a system in which all sub-systems accept information from each other in a completely seamless manner.			
3.16	The proposer must provide a system that captures all required UCR data.			
3.17	The proposer must include the capability to allow authorized users to reset any system generated number. This capability should be a configuration option allowing for manual or automatic change-over (New Year) as required by the agency.			
3.18	The proposer should include the capability to utilize electronic signature equipment (signature pad) to the maximum extent possible through-out the system.			
3.19	The proposer must provide, as part of the maintenance agreement, software changes as required when new state or federal laws are enacted and impact such things as; data entry, reporting, security and other related areas.			
3.20	The proposer must provide a system that uses to the maximum extent possible; the process of single point of entry concept, where data entered into any of the modules			



Company Name: _____

	is immediately available to all other modules if that data is needed.			
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4.0 Training, Support and Documentation

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
4.01	The proposer must provide on-site training and all training manuals required for that class.			
4.02	The proposer will include as part of this proposal user acceptance testing. Any problems detected must be fixed prior to go-live.			
4.03	The proposer must include implementation and continuous support plans for all users of the system. This support shall include twenty-four hour per day help desk support via a toll-free number.			
4.04	The proposer should include on-site support personnel capabilities for problem resolution beyond phone/VPN.			
4.05	The proposer should include a projected schedule of periodic updates to system software to include written documentation on overall impact to system and user interfaces.			
4.06	The proposer must provide warranty information with their response. The proposer should provide the cost of annual support required for five years. Each year should be listed separately.			
4.07	The proposer should include detailed technical system documentation that describes the system as-built architecture and data structure.			
4.08	The proposer must include all data dictionaries to include at least the following: field name, field definition, field length, field type, field rules/integrity checks, originating source, general edits and table name(s).			
4.09	The proposer should include the capability to create accurate, up-to-date hard copy versions of any on-line documentation. The agency must be able to reproduce any of these manuals to meet internal needs.			
4.10	The proposer should provide electronic updates to documentation manuals periodically as system capabilities change.			
4.11	The proposer must include complete system administrator documentation.			



Company Name: _____

5.0 System Expandability and Future Options

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
5.01	The design of the system must be compatible with current and future initiatives, such as Mobile Data, AVL (Automatic Vehicle Location), 911 ANI/ALI. This would include all interface requirements for Motorola Printrak.			

6.0 Printing

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
6.01	The proposer must include the capability to print to any local or network-attached printer.			
6.02	The proposer must include the capability to control printing of non-public data.			
6.03	The proposer should include the capability for exporting reports into ASCII/CSV/XLS/XML formats.			
6.04	The proposer should include the capability to restrict printing of data.			

7.0 Performance and Availability

The following performance and availability requirements shall apply to all components of the system:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
7.01	The proposer should include the capability for the system to be configured in a manner that ensures a high level of availability and redundancy.			
7.02	The proposer must include the capability to ensure an uptime of at least 99.9%.			
7.03	The proposer must include the capability for the system to be configured in a manner such that the failure of any single component shall not cause a system failure.			
7.04	The proposer must include a robust reporting tool that can generate ad-hoc reports as an internal function or with other third-party tools such as Crystal Reports or similar.			
7.05	The proposer should include the capability to distribute reports via E-mail, fax or hard copy.			



Company Name: _____

7.06	The proposer must include the capability to preview reports.			
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8.0 Data Conversion/Migration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
8.01	The proposer must provide a cost and time projection for successfully converting current data for system implementation with documented data validation process and acceptance review and sign off prior to go-live implementation.			

9.0 Personnel/ Employee Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
9.01	The system must include the capability to collect basic information pertaining to all personnel working for the department. Information may include names, addresses, physical characteristics, assigned equipment, emergency contact information, education, special skills, classifications (e.g., sworn/non-sworn) and rank histories.			
9.02	The system should include the capability to track training history and the classification process (this may be accomplished in another module, if so, annotate with appropriate information).			
9.03	The system should include the capability to capture the following: <ul style="list-style-type: none"> • Training events • Personnel summary, based on varying search criteria • Personnel detail • Training and certification scheduling • Pending certification and skill expiration • Issued equipment based on varying search criteria • Health maintenance requirements for duty status 			
9.04	The system must include the ability to do individual or group paging of all employees.			
9.05	The system must include the ability to assign radio call numbers to all employees and integrate with the vendors CAD.			
9.06	The system must include the ability to assign radio call			



Company Name: _____

	numbers and activate them all at a chosen point in time.			
9.07	The system must include the ability to archive or hide former employees' information and the ability to reactivate them as a current employee.			

10.0 Equipment and Asset Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
10.01	The system must include the capability to enter/track/report on equipment that is issued or used by agency personnel.			
10.02	The system should provide the capability to track the equipment by use of bar-coding, RFID or other means to expedite inventory control.			
10.03	The system should include the capability to store photographs of the equipment.			
10.04	The system must include the capability of generating reports to support physical inventory and audit, equipment in repair or disposal status, and location of all assets.			
10.05	The system must include the capability of entering detailed descriptive characteristics data, associated identifiers, and any agency-specific unique identifier(s), such as inventory control number.			
10.06	The system should include the capability to record information about equipment condition and maintenance. Information collected includes: reason for repair, costs, date of repair, maintenance location, date expected back in service, date returned to service, and date of next scheduled maintenance.			
10.07	The system should include the capability to support the following outputs: <ul style="list-style-type: none"> Physical inventory report, based on varying search criteria (e.g., category, age, and location) Physical inventory exception report Check-in/check-out log Equipment history 			
10.08	The system should include the ability to utilize user defined searches based on captured data fields and save them for future use.			
10.09	The system should include the ability to categorize items based on funding source of purchase (i.e. purchased with			



Company Name: _____

	grant funds, capital assets, seizure funds, etc.)			
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Records Management System

11.0 General Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
11.01	The following are general requirements of the RMS that should be available: <ul style="list-style-type: none"> • Single point of entry wherever possible • Maximum use of code tables • Ability to enter/query narrative(s)/text fields • Validation upon data entry (i.e. logical edits, edit checks for all fields) • Entry into RMS should automatically submit data to external sources as defined by agency. 			
11.02	The system should provide the capability to reuse and/or import data returned from external sources in order to eliminate redundant data entry where useful.			
11.03	The system must include the capability to attach photographs to case reports.			
11.04	The system must have the ability to electronically send all files, images, attachments, and reports to a designated destination such as the State Attorney's Office, in a single file.			

12.0 Master Indices

Master indices eliminate redundant data entry by allowing the reuse of previously stored information and automatically update the master indices upon entry of new information.

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
12.01	The RMS must have basic master indices that correlate and aggregate information in the following areas: <ul style="list-style-type: none"> • Persons • Locations • Property • Conveyances (vehicles) and • Organizations (including businesses and gangs). 			
12.02	The system must give the user the option of determining whether there is a match based on existing data.			



Company Name: _____

12.03	The system should support the validation and linking of addresses, commonplace names, and intersections.			
12.04	The system must support query and retrieval by name, vehicle, location, organization and/or property to produce a comprehensive response displaying all related records in the system.			

13.0 Master Name Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
13.01	The RMS must utilize a Master Name Index (MNI) function to link individual master name records to every event in which the individual was involved or associated. Every person identified within these events is given a Master Name record. In querying an individual MNI record, the user would also be able to view all associated records as well as the associates of that individual.			
13.02	The system must have the capability to view possible matches for the name so that the user can make the matching decision.			
13.03	The system should have the capability to search any field in the name file.			
13.04	The MNI must, at a minimum, in addition to names, capture and maintain the following information: <ul style="list-style-type: none"> Physical Characteristics (e.g. current and past descriptors) Race and Ethnicity Location history (e.g. current and past) Employer Information (e.g. current and past, to include occupation) Telephone Numbers (e.g. current and past) Known Associates Multiple Alias Names/Monikers Available Mug Shot(s) and photographs Multiple Identification (e.g. current and past, to include: Social Security, Drivers Licenses, Local and County ID) NCIC Fingerprint Classification Modus Operandi (MO) 			
13.05	The system must provide the capability to permit a record or report to be unlinked from a MNI and re-linked to another MNI record.			



Company Name: _____

13.06	The system must provide the capability to allow two or more MNI records to be merged into one record.			
13.07	The system must provide the capability to inquire on addresses or names of individuals when only a portion of the name or address is known.			
13.08	The system must provide the capability to output the final results of a search to a file or printer.			

14.0 Master Vehicle Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
14.01	The RMS must utilize a master vehicle function to link vehicle data to an incident and/or master name. This system should provide the agency with detailed, searchable information.			
14.02	The RMS must provide the capability to search on any field in the MVI.			

15.0 Master Property Index

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
15.01	The RMS must utilize a master property function to link all property data entered into the system. Each record should be catalogued by using unique property characteristics such as make, model, brand, description, distinguishing characteristics, serial number, etc. The system should utilize coding standards such as NCIC property codes during the entry of property records.			

16.0 Initial Incident Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
16.01	The RMS must include the capability to establish a primary officer with overall responsibility for completion of the report.			
16.02	The system must provide the capability to allow for the primary officer to be transferred to other officers during the life of the report.			
16.03	The RMS system incident report must contain sufficient information to comply with all state and national			



Company Name: _____

	reporting requirements to include required fields for state approved incident forms.			
16.04	The RMS system incident report must allow for an unlimited amount of free-text fields of narrative information and unlimited page counts.			
16.05	The RMS system must provide the capability to search narrative information for specific word(s) or phrase(s).			
16.06	The Incident Report function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			

17.0 Supplemental Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
17.01	The RMS system must have the capability to query and retrieve the initial Incident Report and use it as a baseline document for the Supplemental Report.			
17.02	The system must have the capability to submit/re-submit the Supplemental Report (report with changes) to a supervisor electronically for review.			
17.03	The system must have the capability for multiple officers to simultaneously create/add supplemental reports regarding the same event.			
17.04	The system must have the capability to link all supplemental reports to the original report.			
17.05	The Supplemental Report function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			

18.0 Report Review

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
18.01	The RMS must include the capability to lock incident reports from further edits at a point determined by the agency. This does not preclude the viewing of the document by those with access permissions, but the ability to block access should be a capability.			
18.02	The system must provide the capability for supervisors to receive, review and approve Incident Reports online, and			



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	to electronically respond to submitting officers and investigators regarding report quality and accuracy issues.			
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19.0 Investigative Case Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
19.01	The RMS must include a Case Management function for incidents that require further investigation or follow-up may be referred to an investigator before they are closed or submitted to the prosecutor for a charging decision. The assignment may be made to a patrol officer, or the department's investigative unit. The system should be able to assign case responsibility and task responsibility.			
19.02	The Case Management function should include the following functions, but not limited to, capturing and storing investigation data, conducting interviews and photo lineups, and producing supplemental reports. Investigators may also initiate criminal charges and obtain and execute both search and arrest warrants. The agency should also have the capability to define specific activities, including time allocation for each activity, so the system can generate alerts to both the assigned investigator and the supervisor.			
19.03	The system must include the capability to allow supervisors to access and review unassigned cases.			
19.04	The system must provide the capability for assignment of case responsibility to a primary investigator based on factors including: nature of activity, type of follow-up required, workload of available investigators and cases already assigned.			
19.05	The system must include the capability of providing a solvability factor for each case.			
19.06	The system must provide the capability to monitor cases to ensure that progress is being made.			
19.07	The system must include the capability to alert personnel/investigators electronically to the maximum extent possible when deadlines or alerts are triggered.			
19.08	The system must provide the capability to view existing assignments, shift resources, and notify investigators of changes as required.			
19.09	The system must provide the capability of reviewing case activity and automatically update case status of the			



Company Name: _____

	investigation.			
19.10	The system must include the capability to track additional assignments to other investigators made by the primary investigator.			
19.11	The system must include the capability to integrate all pertinent components into Case Management as needed to include creation of supplemental reports as defined in Incident Reporting, Evidence collection/documentation as defined in the Property and Evidence component, and Arrest processes as detailed in the Arrest component.			
19.12	The system must provide the capability to capture case dispositions as a separate data element from case status.			
19.13	The system must include the capability, based on disposition, to determine if any property/evidence may be eligible for release to the owner as defined in the Property and Evidence component.			
19.14	The system should include the capability to reopen a case if necessary based on new evidence.			
19.15	The Case Management function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			
19.16	<p>The Case Management function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • Cases not assigned for investigation or follow-up • Case Summary • Case aging report (list of cases by age range, days, weeks, month, etc.) • Assigned cases (open cases by investigator and current status) • Cases pending assignment <ul style="list-style-type: none"> ○ Activity follow-up ○ Alerts (e.g. overdue, case assignment, and task assignment) ○ Pending activity (e.g. by investigator, case, and division) ○ Case disposition 			

20.0 Property and Evidence Management

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
20.01	A property custodian is responsible for receiving property			



Company Name: _____

	for the agency. Information about the property, including its source, is collected and recorded in RMS.			
20.02	The RMS must include the capability of managing all property and property reports handled by the agency. Property data must be readily available to users department-wide.			
20.03	The system must include the capability to accurately track and verify all property items and that evidentiary chain-of-command requirements are met.			
20.04	The system must include the capability of tracking property that is impounded or stored in remote facilities.			
20.05	The system must include the capability to link property and evidence to either a case file or report that describes the properties involvement.			
20.06	The system must include the capability of recording, at a minimum, the location, value, case number, deputies ID number(s), chain of custody, description(s), quantity, and disposal date of items found, evidence, and property that is being safeguarded for an arrestee.			
20.07	The system must include the capability of printing barcode labels to affix to the property as well as the barcode labels for each storage location.			
20.08	The system must include the capability to conduct an inventory of all property being tracked by the module.			
20.09	The system must include the capability of documenting recovery information on stolen and found property as required by NCIC.			
20.10	The system should have the capability to manage the disposition of property, with timed events to notify property custodians when property items can be released, destroyed, or sold. Disposition history must be maintained for a specified period of time, as specified by the agency.			
20.11	The system must include the capability of producing an inventory list of any or all items in storage.			
20.12	The system must include the capability of collecting data pertaining to the collection of property/evidence to include: date and time received, contributing and receiving officers, and location. These data elements will be recorded for both inventory control and chain-of-custody purposes.			
20.13	The system must include the capability to link property/evidence information with the case and all			



Company Name: _____

	reports.			
20.14	The system must include the capability to record/track all movement of property and evidence, regardless of how minor.			
20.15	The system should include the capability of creating bar-code labels for property/evidence. The system should include the capability of using the bar-coding system during inventory, check-in, out and movement of the property.			
20.16	The system must utilize timed events to notify the property custodian when property can be lawfully disposed of, using system messages or by providing lists of eligible property items.			
20.17	The system should include the capability to query both individuals and property in local, state, and national databases.			
20.18	The system must include the capability to attach images to the property record.			
20.19	The Property and Evidence function should include the following reports: <ul style="list-style-type: none"> • Chain of custody • Property summary report • Property item detail • Released property report • Property inventory report • Property disposition reports 			
20.20	The system should have the capability of Agency specific form letters.			

21.0 Arrest

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
21.01	The RMS must include the capability to document arrest information to include name, charge(s), or other probable cause rules or definitions.			
21.02	The system must include the capability of using arrest data with other modules.			
21.03	The system must include the capability of printing the arrest report after all to the data has been entered.			
21.04	The system must include the capability to capture the method of identification that was used to confirm the person's identity prior to being taken into custody.			



Company Name: _____

21.05	The system must include the capability to capture the completion of other steps such as the issuing of the Miranda warning.			
21.06	The Arrest function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			
21.07	The Arrest function should include the following outputs/reports: <ul style="list-style-type: none"> • Daily arrests, by date and time, and date range • Arrest report and/or affidavit • Arrests by location • Arrest log 			
21.08	The system must be able to create customized reports according to Agency needs.			

22.0 Traffic Accident Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
22.01	The RMS must have the capability to capture information pertaining to accidents as directed by state requirements. The system must utilize actual traffic accident reporting forms used by the agency.			
22.02	The system should include the capability to transmit electronically to designated state agencies, copies of all accident reports as needed.			
22.03	The system should include the capability to provide comparative analysis of accidents, provide year-to-date statistics, and statistical data over a range of years.			
22.04	The system must include the capability of performing inquiries into the accident system by any of the following: date, location, time range, vehicle, and person(s) involved.			
22.05	The system should include the capability to capture accident data critical to investigators such as: cause, weather, visibility, road surface and location.			
22.06	The system should include a drawing or diagramming tool to assist in capturing accident scene and location information accurately.			
22.07	System must integrate with Third Party "CadZone" for traffic diagrams.			
22.08	The system should include the capability to attach diagrams and/or photographs to the accident report.			



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22.09	<p>The Traffic Accident Reporting function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • State accident report • Accidents by location • Accidents by time of day and day of week • Accidents by violation • Accidents by severity • Statistical summary by intersection • Statistics by area (e.g., beat, precinct), day and time 			
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23.0 Citation (Ticket Control)

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
23.01	The system should include the capability of creating and printing a Florida uniform citation in the field (from a Mobile Data Terminal or other means).			
23.02	The system should utilize the master name index for all persons involved and link them to citations.			
23.03	The RMS should include the capability to collect this citation data.			
23.04	The system should include reporting capabilities on pending court dates, officer, location, vehicle, or person(s).			
23.05	The system should include the capability of accepting ticket book number set ranges and assigning those numbers to an officer for use in the system.			
23.06	The system should include the capability to enter/query warning citations.			
23.07	The system should include the capability of querying local/State/NCIC databases for previous citations/warnings as well as outstanding warrants or alerts.			
23.08	The system should include the capability to allow the officer to collect demographics information on persons involved in order to collect statistics for reporting on bias-based policing evaluations.			
23.09	<p>The Citation function should include the following outputs/reports:</p> <ul style="list-style-type: none"> • Citation and warning summary based on varying search criteria • Citation by location 			



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	<ul style="list-style-type: none"> Citations and warnings by demographic data Citation audit (e.g., missing/voided numbers) 			
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24.0 Field Interview (Contact)

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
24.01	The RMS must include the capability to enter/track field interview information. All names in this module must be entered via the master name index and linked to the appropriate record. This module must include the capability of conducting searches by: location, officer, name, vehicle, or other associated information.			
24.02	The system must include the capability to collect, at a minimum: location and time, event circumstances, name and descriptors of persons, identifying information on vehicles or other property.			
24.03	The Field Interview function should include the following outputs/reports: <ul style="list-style-type: none"> Field contact summary, based on varying search criteria 			

25.0 Permits and Licenses

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
25.01	The Permits and License module records and tracks the issuance of licenses by the agency.			
25.02	The system should include the capability to track statuses of licenses.			
25.03	The system should include the capability of checking applicant names against the master name index.			
25.04	The system should include the capability to track fees associated to permits and licensing.			
25.05	The system should include the capability to document background investigation information developed to determine eligibility for license or permits.			
25.06	The system should include the capability to support the following outputs: <ul style="list-style-type: none"> Permits and license applications granted based on varying search criteria Permits and license applications denied with reason 			



Company Name: _____

	• Expiration notice			
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26.0 Crime Analysis

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
26.01	The RMS must include the capability to collect, report, collate, analyze, and disseminate accurate and useful information that describes patterns, trends, problems, and potential suspects.			
26.02	The system must include the capability to perform GIS based crime analysis			
26.03	The system should include a variety of reporting functions allowing presentation of information in a variety of formats.			
26.04	The system must include the capability to aggregate data on the various indicators, such as: <ul style="list-style-type: none"> • Current period vs. previous period • Current period vs. historical average • Percentage of total crimes for period by: <ul style="list-style-type: none"> ○ Reporting districts ○ Areas/beats/zones ○ Teams/shifts • Percentage change from prior periods (i.e. trends) 			
26.05	The system must include the capability to conduct crime distribution analysis based on a number of criteria, including: <ul style="list-style-type: none"> • by area/beat, by reporting district (i.e. zip code) • by time, date and day of week • Frequency of occurrence • Citation • Crime/Incident Report number • Field Interview data • Search Warrant data • Vehicle Information • Type (e.g. residential, auto, business, etc.) 			
26.06	The system should include standardized reports, such as general offense activity, offense activity by day of week, offense activity by beat, etc.			
26.07	The system should include a quality control process on incoming reports to ensure that data is correctly and completely entered.			
26.08	The system should include the capability to support			



Company Name: _____

	crime/suspect correlations to show relationship between a suspect and an offense. The correlations may be made using any number of selected criteria in which unique and distinguishing characteristics, physical identifiers, modus operandi, and various other common traits of offenders are known.			
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27.0 RMS Reports

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
27.01	The RMS must include the capability to generate standardized reports, aggregate reports, as well as the ability to produce ad-hoc reports from RMS queries. These reports include, but not limited to: <ul style="list-style-type: none"> • Incident Reports • Accident/crash reports • Property/evidence reports • Citation reports • Field Interview reports • UCR/NIBRS/SCRIBRS reports • Case reports outstanding or overdue report • Case Management reports • Summary reports for warrants, citations, calls for service, accidents, employees 			
27.02	The system must include the capability of aggregating data from multiple modules, tables or fields as needed for reporting purposes.			
27.03	The system must provide a tool that can be used to produce any number of ad-hoc reports.			

28.0 RMS System Administration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
28.01	The RMS system must provide the capability to configure the system as needed to meet agency requirements. Administrative functions include: <ul style="list-style-type: none"> • RMS table maintenance • RMS configurations (e.g., parameters, defaults) • Security (e.g., user role, jurisdiction) • Data Management (e.g., data dictionary, archive and purge) 			



Company Name: _____

28.02	The system must include the capability to support expungement, sealing, and purging of whole records and partial records.			
28.03	The system must include the capability of redacting sensitive or confidential information prior to release to the public or for use outside of the agency.			
28.04	The system must include the capability to allow supervisor(s) the ability to configure or modify system variables, such as agency name, ORI, address, phone number, Agency head, etc.			
28.05	The system must include the capability to allow administrators to define conditions under which an alert or notification is issued.			
28.06	The system must include the capability to provide alerts or flagging for any configuration changes that could affect system integrity to prevent inadvertent damage to the system.			

29.0 Web Sharing

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
29.01	The system must have the capability of real-time data sharing that is web based.			
29.02	The system must be NIEM compliant.			
29.03	The system must have secure password management.			
29.04	The system must have a web-based public portal to report non-emergency crime to the agency.			
29.05	The agency must be able to configure the crime types that they wish the citizen to be able to report.			

Mobile Computing System

30.0 General Requirements

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
30.01	The Mobile Data system must be capable of performing on IP based communications networks such as CDMA or Broadband with a minimum connection speed of 64kb.			
30.02	Data communications to mobile devices must conform to FBI and state CJIS security requirements to include encryption for all CJIS related messages.			



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30.03	Support for multiple user profiles on the same mobile computer with data kept separate.			
30.04	The system must support the use of touch screen devices to perform common functions.			
30.05	The system must support the use of shortcut keys to perform common functions and minimize the necessity to use a mouse. (i.e. F1 to run tag, ctrl-F1 to run DL)			
30.06	The system must include a method to update mobile device software and configuration remotely either through user or administrator initiated update process			
30.07	The proposed system must not require redundant entry of employee information and system permissions in the employee master file.			
30.08	Integrated Text to Speech playback of query responses and CAD notifications.			
30.09	The proposed system must have a day/night mode.			

31.0 State FCIC/NCIC Query Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
31.01	The system must support all query methods that the state crime information center (FCIC) has designated available to mobile computers.			
31.02	Queried responses must be stored on the mobile device in such a way the user may return the result and not be required to re-query.			
31.03	A single query will search all locations within the state FCIC, NCIC, CAD, and the vendor's software and available data share systems without the need for the user to request multiple query types (i.e. Tag query returns registration, stolen info, BOLO, CAD prior contact, RMS involvements and information from data share with other connected agencies)			
31.04	The system must support at a minimum the following FCIC Vehicle Queries: <ul style="list-style-type: none"> By Tag/License Plate By VIN 			
31.05	The system must support at a minimum the following FCIC Person Queries: <ul style="list-style-type: none"> DL by Name, Sex, DOB DL by Number Wanted person check by name, Sex, DOB 			



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31.06	The system must support at a minimum the following Vessel queries: <ul style="list-style-type: none"> Vessel by registration number Vessel by HULL # 			
31.07	The system should also have the capability to acquire images of persons if they are available.			

32.0 Administration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
32.01	The mobile system must include the capability to allow administrators the ability to configure or modify system variables, such as printouts, edit rules, and data element sizes without code changes.			
32.02	The proposed system must provide the capability of multiple user profiles on the same mobile computer with ability to keep data separate.			
32.03	The system must support the administrator to configure the following: <ul style="list-style-type: none"> Use of Encryption URL/Address of Message switch Use of Strong passwords Use of AVL Use of Driver's License readers Timeout interval for devices ORI and device IDs for mobile devices Ability to configure what CAD information a unit will have access to. Use of CAD self-dispatch features 			
32.04	The system must support audible notification of events: <ul style="list-style-type: none"> Login/logout New message received Unread messages exist (timed reminder) Unit has been assigned to a call for service Priority CAD activity has occurred for area/agency unit is currently monitoring 			
32.05	The system must support the configuration of user preferences on the device including: <ul style="list-style-type: none"> Agency assignment Unit assignment within the agency Screen layout 			



Company Name: _____

33.0 Records Management System Queries

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
33.01	Queries responses must be stored on the mobile device in such a way the user may return the result and not be required to re-query.			
33.02	Queries made by the user should search all locations within the RMS and other shared systems without the need for the user to request multiple query types.			
33.03	The system must support queries of vehicles involvement in the RMS.			
33.04	The system must support queries of persons in the RMS.			
33.05	Results of Person queries must display a list of all persons and person alias that match the search criteria with a drilldown capability to retrieve detailed person record.			
33.06	Detailed person query results must include the following at a minimum: <ul style="list-style-type: none"> • Last, First, Middle Name • Race • Sex • Height • Weight • Hair • Eyes • ID State and Number • Nationality • City, County, State and Country born • Active Want/warrant flag (including protection orders) • Intelligence information (gang member, registered felon, narcotics violator, etc...) • List and involvement in Incident/Offense Reports • List and involvement in Arrest Reports • List and involvement in Field Interviews • List and involvement in Trespass Warnings • List of citations • List of Traffic Crash report Involvement • List of Mugshots • Known vehicles • Known Alias 			



Company Name: _____

	<ul style="list-style-type: none"> • Known Nicknames/Monikers • Known Occupations • Known Organization Associations (including gang) 			
33.07	The system should also have the capability to pull back images of persons if they are available.			
33.08	The system must support a query of businesses from the RMS by Name or Address.			
33.09	Results of Business queries must display a list of all businesses that match the search criteria.			
33.10	Detailed Business query results must include the following at a minimum: <ul style="list-style-type: none"> • Business Name • Address • Manager Name • Emergency contact name and number • Alarm company name and contact • List of Incident/Offense report 			
33.11	The system must allow queries to be made by report number for at a minimum the following report types: <ul style="list-style-type: none"> • Incident\Offense Reports • Arrest Reports • Want/Warrant • Field Interviews • Trespass warnings • Citations • Crash Reports 			
33.12	Response for report queries must include all pertinent dates of the event including narrative information.			

34.0 Messaging Capabilities

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
34.01	The proposed system must include the ability to view a list of all units currently logged in to mobile system.			
34.02	The proposed system must include the ability to look up employee information by name or unit ID.			
34.03	The proposed system must include sound events for message receipt, important events, etc.			
34.04	The proposed system must be able to send messages to a unit's cell phone or pager without requiring knowledge of			



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	pager number. The only requirement is knowledge of unit number.			
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Mobile Reporting

The proposer must have a Mobile Reporting module that includes the following features:

35.0 General

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
35.01	The system must support the printing of state mandated forms [identified in each section.] (i.e. Citations, crash reports, etc.)			
35.02	The system must allow a mobile user to work in a network disconnected mode. All functions can continue; reports can be transmitted when reconnected.			
35.03	The system must comply with the state's use of e-citation and e-crash program guidelines.			
35.04	The system must be based on data driven technologies, not simply a form filler. Report completion should be completed logically, with common elements being captured together.			
35.05	The system should utilize copy/paste functions where available to gather information from report locations and use in other reports without the need to retype the information (i.e. Complete a citation using data captured on a crash report.)			
35.06	System must be able to customize any report or form to meet the needs of the Agency.			
35.07	The system must support the searching of data returns from local, state, and federal (i.e. DL return fills in driver on citation, vehicle registration return fills in vehicle information on crash report and incident report)			
35.08	The system must support the following report types at a minimum to be completed by the mobile user: <ul style="list-style-type: none"> • Crash Reports • Uniform Citation • Traffic Warnings • DUI Citations • Incident/Offense Report • Field Interviews • Arrest Report 			



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	<ul style="list-style-type: none"> • Radar/Laser device use log • Vehicle Inventory and Tow Receipts • Citizen Contact Log (Demographic data pertaining to traffic stops) • Consent to Search • Citizen assist Log 			
35.09	The system must support the linking of all person, vehicle and business information to the system master indexes upon transmittal to the system.			
35.10	The system must support the query of any report in the system by any authorized user.			
35.11	The system should allow the user to query all transmitted reports.			
35.12	Reports returned to the user must be a read only copy unless that report type allows supplements.			
35.13	The system must support for supervisor to query all reports that need approval.			
35.14	The system should allow supervisors to query all reports that need approval.			
35.15	If report disapproved, the supervisor should have a method to notify the user of reason not approved.			

36.0 Administration and Configuration

The system must include agency configurable elements including:

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
36.01	Enabling/Disabling report types from use by groups or individuals			
36.02	Formatting of report number type and style			
36.03	Configuring whether report number types are issued to users or auto generated (i.e. State citation number)			
36.04	Whether user can edit report after printing report or only after successful transmit			
36.05	Edit rules for report completion and validation			
36.06	Pick list choices and stored values			
36.07	Date and time display format			
36.08	Statute/charge lists			
36.09	County / City Lists			
36.10	Court addresses			
36.11	User edit rules must allow the agency to define whether a data element is required or should be in place.			



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36.12	User edit rules must be tested and applied to the mobile report prior to the printing or transmission of the report to the server.			
36.13	User edit rules must allow the agency to define criteria for each report and field on the report based on the following criteria: <ul style="list-style-type: none"> • Default data when report created • Maximum text size limit • Disable a field from use • Dependency on field value based on another fields value • Field must be filled in (not empty) • Date comparison (i.e. cannot use future date) 			
36.14	Edit rule violations must present user understandable list of error messages.			
36.15	Edit rule violations must highlight the field in error or suspicion of error.			
36.16	System must allow agency to pick lists that present user friendly choices while storing code values in database.			
36.17	System must allow agency to define if pick list values are limited to the list of choices only.			
36.18	The system must allow Permission levels that allow users of different functions access to what they require and denial to what they are not authorized.			
36.19	The system must support the creation of a user profile that includes but is not limited to the following: <ul style="list-style-type: none"> • Login Name • Name • Full name as it appears on reports • Rank • ID Number • Organizational unit of assignment • Permission group user assigned to 			
36.20	When a user log into the mobile reporting application, the system must download the user profile so the data is available to the user if running in a network disconnected mode.			
36.21	Users must be able to configure commonly used data elements to simplify and speed up report writing. These elements include but are not limited to: <ul style="list-style-type: none"> • Name as it appears on reports • Default county and city • Radar/Laser device information 			



Company Name: _____

	<ul style="list-style-type: none"> • Default Printer settings • Quick lists for commonly used violations 			
36.22	For audit purposes, the system must support the tracking of every issued number in the system to include: <ul style="list-style-type: none"> • User that the number is issued to • Device on which the number is currently loaded • Availability • Completed • Voided 			
36.23	The system must provide a wizard for the loading of state assigned bulk number ranges. (i.e. state issues citation 1,000-10,000 for agency use)			
36.24	The system must support a manual status change of issued numbers in the event of computer problems that may result in issued numbers being unrecoverable from a specific computer.			
36.25	The system must support the ability to place unissued numbers in a hold status to prevent them from being issued to mobile users.			
36.26	The system must support the configuration of maximum number of each issued number type each mobile user is allowed to have checked out at any one time. (i.e. Maximum 50 citation numbers on mobile device)			

37.0 AVL/Mapping integration

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
37.01	The system must provide an integrated mapping solution in the mobile reporting tool.			
37.02	The mapping solution must allow the user to utilize GPS location information to pre-fill reports with the latitude/longitude.			
37.03	The system must reverse lookup the latitude/longitude to determine county, city, and closest address. This information can then be selected by the user to fill in report location.			
37.04	The user must be able to present the map to verify the location and/or move the position of the event to the correct latitude/longitude.			
37.05	The system must allow a desktop user to plot on the map all reports of a specific type and query criteria. (i.e. location of all fatalities, location of all crash reports in			



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	specific city within date range)			
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38.0 Crash Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
38.01	The proposed system must be E-Crash Certified.			
38.02	The proposed system must utilize the Florida Uniform Crash Forms.			
38.03	The system must support the completion of crash diagrams by integrated or third party tool.			
38.04	Crash reports must support multiple diagrams per report.			
38.05	Crash reports must allow multiple narrative records to be associated with each crash report.			
38.06	Crash reports must have an approval process.			
38.07	Approval process must prevent future editing of reports. Editing of report must require a supplemental report to be created.			
38.08	Crash reports must support attachment of images.			
38.09	Crash reports must support the attachment of other documents and files.			
38.10	Printing of Crash reports must comply with state guidelines.			
38.11	System must support edit rule and validation checks as defined by the state.			

39.0 Citations

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
39.01	The system must support an e-citation process where the only paper necessary to produce is the driver and court copy (if driver signature required).			
39.02	The system must recognize the county and city in which the citation is being issued and allow specific overrides of fine information for that jurisdiction.			
39.03	The system must allow the configuration of each violation to determine if violation fits the following categories: <ul style="list-style-type: none"> • Infraction Court not required • Infraction Court Required • Criminal Violation Court Not required • Criminal Violation Court Required • Infraction - proof of compliance required 			



Company Name: _____

	<ul style="list-style-type: none"> • Whether moving or non-moving • Whether actual speed entry is required • State statute, Ordinance, Federal Code 			
39.04	The system must support the definition of fine amounts.			
39.05	The system must allow fine overrides to be configured for specific county/city. When those override areas are chosen in the citation, the system will automatically apply the overridden values to the citation.			
39.06	The system must support the definition of speed range that changes violation category (i.e. 20mph over limit now requires court appearance).			
39.07	The system should allow the user to pre-configure a quick pick list of commonly used violations. When a citation is created, the user should be presented with their quick pick list which pre-fills in the violation information to the citation.			
39.08	When a citation is created it must automatically use a citation number from the officer's assigned and checked out numbers.			
39.09	The officer's profile information must pre-populate field data to include: <ul style="list-style-type: none"> • Agency Name • Default County / City • Current date/time • Officer Name, rank, ID number • Officer Signature 			
39.10	The user must be able to query or utilize data previously queried to complete the driver and vehicle information on the citation.			
39.11	The user must be able to utilize a magnetic swipe or barcode reader to scan the driver's license and fill in all possible data elements from DL.			
39.12	The citation should allow the user to pre-fill any radar or speed detection device information into the appropriate section and create a use of that device in their speed device log.			
39.13	Based on the violation chosen, the citation must automatically determine: court information date and fine amount as well as: <ul style="list-style-type: none"> • Court mailing addresses • Court in person address • Fine amount • Court Date 			



Company Name: _____

	<ul style="list-style-type: none"> Booking facility person delivered to. 			
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40.0 Warnings/ Faulty Equipment Notice

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
40.01	The system must allow the agency to define warning types.			
40.02	The system must allow the agency to define faulty equipment types.			
40.03	The report must allow the user to generate a notice that includes warning and faulty equipment information or combinations of each type.			
40.04	The printed report should dynamically size based on the number of warnings selected.			

41.0 Citizen Contact Log

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
41.01	The system must include the capability for the user to log demographic information about the citizens they come in contact with.			
41.02	The Citizen contact log must capture at a minimum the following data elements: <ul style="list-style-type: none"> Date/Time of Contact County / City Lists Citation number related to Age Race Sex Vehicle license plate Vehicle state Number of passengers Primary reason for contact Enforcement Actions Violations Search type if conducted Rationale for consent to search Type of contraband Number of items seized Comments 			



Company Name: _____

	• Officer information			
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42.0 Vehicle/Vessel Tow Receipt

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
42.01	The system must provide a method to create a log/receipt of agency tows.			
42.02	The report should be pre-filled from the crash report if applicable.			
42.03	The report must contain at a minimum the following data elements: <ul style="list-style-type: none"> • Case/Report Number • Location of towed from • Wrecker selection method • Determination if hold on vehicle • Length of vehicle hold • Tow company information • Storage location • Comments • Reason vehicle towed • Owner information • Driver information • Vehicle Year • Vehicle Make • Vehicle Model • Vehicle Color • Vehicle State, License Plate • Vehicle VIN • Vehicle damage location checkboxes • Listing of vehicle contents 			

43.0 Activity Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
43.01	The system must have the ability for a user to submit their activity on a recurring basis.			
43.02	Activity reporting must automatically include all report counts from the report the user has completed during the reporting period.			
43.03	Activity report must allow the user to annotate report			



Company Name: _____

	counts that were not performed with system.			
43.04	Activity reporting must allow the user to indicate vehicle usage including vehicle ID and mileage start/end.			
43.05	Activity reporting must allow the officer to account for their time including: <ul style="list-style-type: none"> • Start Time • End Time • Activity Group (i.e. DUI Task Force) • Activity Type (i.e. DUI Check Point) • Cost associated with activity • Description of activity • County / City • Vehicle Used • Total Mileage 			
43.06	Activity report must total time for all activities.			
43.07	Activity report must total mileage for all activities.			

44.0 Citizen Assist Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
44.01	The system must allow the user to produce a report of assistance rendered to a citizen that captures at a minimum the following data elements: <ul style="list-style-type: none"> • Date/Time of Contact • Location • Person Information • Vehicle Information • Vessel Information • List of assistance provided • Comments 			

45.0 Incident Report

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
45.01	The system must include the capability to establish a primary officer with overall responsibility for completion of the report.			
45.02	The system incident report must contain sufficient information to comply with all state and national reporting requirements to include required fields for state			



Company Name: _____

	approved incident forms.			
45.03	The system incident report must allow for an unlimited amount of free-text fields and page numbers of narrative information.			
45.04	The system must have the capability to query and retrieve the initial Incident Report and use it as a baseline document for the Supplemental Report.			
45.05	The system must have the capability to electronically submit/re-submit the Supplemental Report (report with changes) to a supervisor for review.			
45.06	The system must include the capability to link all associated reports with a common report number, this may be the original report number or possibly the original report number with a suffix indicating supplement number.			

46.0 Arrest Reporting

Item #	Description & Specifications	Comply?		Exceptions
		Yes	No	
46.01	The system must include the capability to document arrest information to include name, charge(s), or other probable cause rules or definitions.			
46.02	The system must include the capability of using arrest data with other modules.			
46.03	The system must include the capability of printing the arrest report after all data has been entered.			
46.04	The system must include the capability to capture the method of identification that was used to confirm the person's identity prior to being taken into custody.			
46.05	The system must include the capability to add multiple charges to an arrest without duplicating UCR information.			
46.06	The Arrest function should include the capability to perform entry/query capabilities into the NCIC system via the interface using current record information.			



City of Pembroke Pines

Company Name: _____

PLEASE PRINT

NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____



Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

Question # 3	Requirement 4.01. Can you please indicate how many end-users Pembroke Pines has in the following areas: Records personnel/supervisors Investigators Patrol
Answer	<div>Records personnel/supervisors 13</div> <div>Investigators 40</div> <div><u>Patrol 182</u></div> <div style="text-align: right;">304 total</div>

Question # 4	Requirement 9.05 – ‘The system must include the ability to assign radio call numbers to all employees and integrate with the vendors CAD’. Please elaborate on agency expected functionality from RMS.
Answer	One of the requirements was that the vendor has a CAD system (1.02). That CAD system would be able to assign radio call numbers which would integrate with the RMS system.

Question # 5	Requirement 9.06 – ‘The system must include the ability to assign radio call numbers and activate them all at a chosen point in time.’ Please elaborate on agency expected functionality from RMS.
Answer	All Radio call numbers (separate from RMS case numbers) could be assigned as needed without the need for an assigned RMS case number. Multiple calls received in dispatch for same incident where only one case number would be assigned but the calls could be captured. The Case number and call number(s) would be available within RMS.

Question # 6	Requirement 33.02 – ‘Queries made by the user should search all locations within the RMS and other shared systems without the need for the user to request multiple query types.’ Please explain on what is meant by ‘multiple query types.’
Answer	A search for any variable, for example, name, would search for that name anywhere it resided in the system and provide a response of all information related to that name within the system. There is no requirement that a separate search be required for Crash, citation, arrest etc. The same would apply to addresses where a return would provide all information related to that address without the need to perform another search within other modules.

Question # 7	Requirement 35.08 – ‘The system must support the following report types at a minimum to be completed by the mobile user’. Please explain the expected fields to be displayed for the Radar/Laser device use log.
Answer	Maintenance dates as well as information contained in attached logs (Attachment A).

Question # 8	Can the City provide additional details regarding the interface between Broward County's Printrak CAD system and the Mobile software the City intends to purchase? Examples include call for service information; unit statuses (i.e., en route, at scene, clear, etc.)
Answer	We understand that this requirement will be highly dependent on the data that is provided by the Motorola interface. Optimal performance would be achieved that all available data received from the interface would be available within the system via pass through to RMS.

Question # 9	Has the City considered retaining or using Motorola's Premiere MDC Mobile/CAD software for interaction with the County's dispatch center? This may represent an opportunity for significant savings if it is possible.
Answer	We are seeking a solution that will not require officers to receive information within one system and then transpose that information into another system

Question # 10	Please provide the specifications required to develop the interface to the Motorola CAD. Also, please provide a personal contact at Motorola that is available to call to understand Motorola requirements and costs to allow a vendor to interface to the CAD.
Answer	Mitchell Nowak (E)mitch@motorolasolutions.com Sr. Account Manager Motorola Solutions, Inc. (P)954-789-8817 (F)847-761-1919 It is expected that the vendor will provide this solution.

Question # 11	Please provide information on the VisonAir database for data conversion. It would be helpful to know data base design, number of files, years of data, and amount of data involved.
Answer	See attached for design 1 MDF and 1 LDF, 200 tables. 14 years of Data current database is 171G. (Attachment B)

Question # 12	Will the City please provide vendors with a soft “editable” copy of the RFP document, in MS Word? This will allow vendors to provide a timely and legible response, and in an electronic format as required.
Answer	The City will provide addenda via email to all vendors who have previously requested a copy of the solicitation.

Question # 13	<p>Page 8, Submission Requirements, Par. 3 - Liquidated Damages For Failure to Enter Into Contract. This section mentions a “Proposal Security:” to be “filed with and as part of the Proposal...” but the RFP does not mention Proposal Security elsewhere.</p> <p>a) What are the City’s requirements with regard to the Proposal Security, for example, does the City require a certain % of the bid or a flat amount to be submitted as security along with the proposal? Does the City also require a Performance Bond to be submitted upon signing a contract?</p>
Answer	Please disregard this paragraph. There is no bid security required for this project.

Question # 14	What database and file format is used for the systems to be converted?
Answer	SQL

Question # 15	<p>Is documentation available regarding table relationships, a data dictionary and/or ERD’s?</p> <p>b) Can this documentation and sample data be provided prior to bids being submitted so that vendors can analyze in order to provide fixed cost pricing?</p>
Answer	See attachment C.

Question # 16	What level of data conversion is required for each application (full, partial, etc.)? Specifically what modules will be converted? How many records are in each table/database?
---------------	---

Answer	Full- RMS, citation, Incident, custody, parking, admin, evidence and Arrest.
--------	--

Question # 17	Can contact information for appropriate technical representatives related to this data conversion be provided?
Answer	Frank Ford-954-450-6959 Angela Malone 954-436-3227 Steve Totten-954-435-6589 (Anzio)

Question # 18	What is the total number of legacy systems to be converted?
Answer	3- Visionair, Anzio, Tracs

Question # 19	What is the age of each legacy system?
Answer	Visionair- 14 Tracs-2 Anzio 20 (10 years of data)

Question # 20	Does the City have the personnel to extract and provide the data in an approved format? (SQL, Excel, Access, CSV, Delimited Text File)?
Answer	Anzio Only

Question # 21	Does the City have a subject matter expert for each system?
Answer	Yes.

Question # 22	Has the legacy data ever been converted before?
Answer	Portions of Anzio were converted approximately 10 years ago.

Question # 23	Is the data stored with the City or at a 3rd party facility?
Answer	Data is stored within the City.

Question # 24	What is the total number of agencies being converted?
---------------	---

Answer	One

Question # 25	Is it the City's intent to convert into a separate archive database, the new production database, or a hybrid of the two?
Answer	Our intent is to convert to the new production database.

Question # 26	Does the Legacy system have a Master Name file?
Answer	Yes.

Question # 27	What is the City's preferred training approach—train-the-trainer or direct vendor instruction of all end-users? Do you currently have agency trainers? What are their qualifications (previous training, presentation skills, computer skills)?
Answer	Train the trainer. We have a training unit that will assist with mobile users and selected agency members may be utilized for RMS and investigations. Their computer and presentations skills should be considered above average.

Question # 28	Page 10, Section 11.0 General Requirements, Item 11.01: "Entry into RMS should automatically submit data to external sources as defined by agency." a) For this requirement, can the City please provide examples of possible external sources and expand on the workflow?
Answer	We are looking for the capability to participate in data sharing although at this time no specific data sharing group has been selected.

Question # 29	What are the City's expectations regarding the implementation approach, in terms of all-product go live versus phased roll-out (RMS followed by mobile computing)?
Answer	We are seeking a go live approach.

Question # 30	<p>It is respectfully requested by CTS America that we and other vendors be allowed to submit an irrevocable letter of credit in lieu of a Performance Bond as required in the RFP.</p> <p>Please take into consideration that this project is not a construction project where Performance Bonds are required. The project is different, since it is for software and software services.</p> <p>We have other agencies in Florida accept the irrevocable letter of credit as a substitute for a Performance Bond, and we ask Pembroke Pines to also allow this alternative.</p>
Answer	There is no performance bond required for this project.

Christina Sorensen
Purchasing Manager
City of Pembroke Pines

PEMBROKE PINES POLICE DEPARTMENT LASER LOG



MONTH OF

DATE: TO:

OFFICERS NAME ID# VEHICLE#

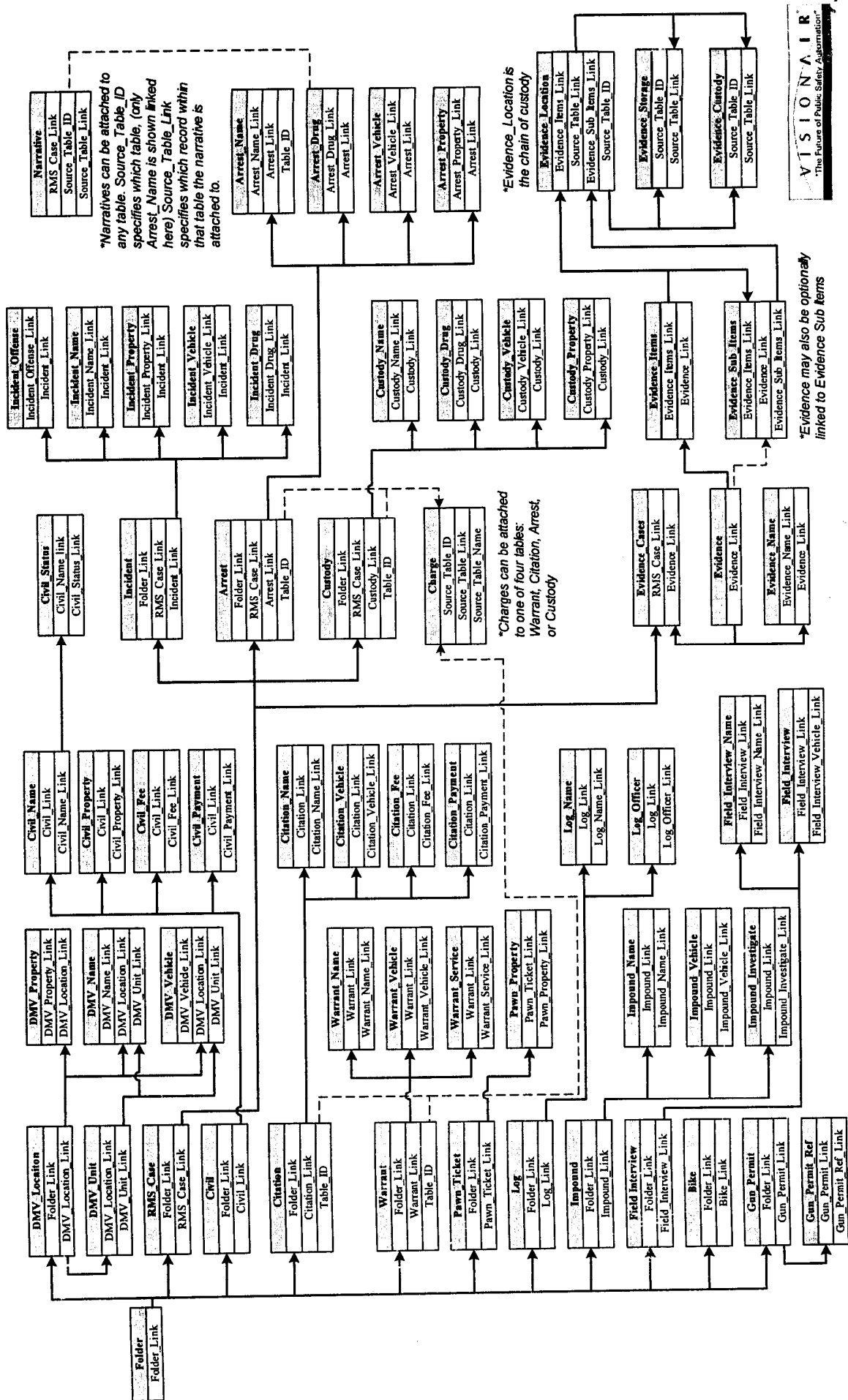
UNIT MAKE: MODEL SERIAL#

TEST #1 TEST #2

FLORIDA'S DHSMV RULE 15B-2.009 (CHANGED 10/19/94) REQUIRES THAT AN OPERATOR PERFORM AN ACCURACY CHECK PRIOR TO THE BEGINNING OF ACTIVITY AND AT THE END OF THE SHIFT (OR USE) (NO PRE AND POST CITATION CHECK IS NOW REQUIRED).

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 SIGNATURE



PEMBROKE PINES POLICE DEPARTMENT RADAR LOG



MONTH OF _____

DATE: _____ TO: _____

OFFICERS NAME ID# VEHICLE# _____
UNIT MAKE: MODEL SERIAL# _____
TUNING FORK #1 SPEED: TUNING FORK #2 SPEED: _____
INTERNAL CALIBRATION # COMBO SPEED: _____

FLORIDA'S DHSMV RULE 15B-2.009 (CHANGED 10/19/94) REQUIRES THAT AN OPERATOR PERFORM AN ACCURACY CHECK PRIOR TO THE BEGINNING OF ACTIVITY AND AT THE END OF THE SHIFT (OR USE) (NO PRE AND POST CITATION CHECK IS NOW REQUIRED).

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SIGNATURE



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

October 2, 2012

RFP # IT-12-02

Addendum # 2
City of Pembroke Pines
RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

ADDITIONAL INFORMATION

Please note the changes to the **SCHEDULE OF EVENTS** listed below:

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 21, 2012
Mandatory Pre-Bid Meeting	10:00 a.m., September 11, 2012
Question Due Date	September 20, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 8, 2012
Proposals will be accepted until	2:00 p.m., October 23, 2012
Proposals will be opened at	2:30 p.m., October 23, 2012
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

Christina Sorensen
Purchasing Manager
City of Pembroke Pines



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

October 18, 2012

RFP # IT-12-02

Addendum # 3
City of Pembroke Pines
RFP # IT-12-02

Public Safety (Police) Automatic Records Management and Mobile Computing System

ADDITIONAL INFORMATION

Please note the changes to the **SCHEDULE OF EVENTS** listed below specifically the revised Proposal Due Date:

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	August 21, 2012
Mandatory Pre-Bid Meeting	10:00 a.m., September 11, 2012
Question Due Date	September 20, 2012
Anticipated Date of Issuance for the Addenda with Questions and Answers	October 8, 2012
Proposals will be accepted until	2:00 p.m., October 30, 2012
Proposals will be opened at	2:30 p.m., October 30, 2012
Evaluation of Proposals by Staff	TBD
Recommendation of Contractor to City Commission award	TBD

QUESTIONS

Question #1 – Requirement 4.02 Can you please clarify your expectations for use acceptance testing?

Answer #1 – See attachment to this addendum labeled “Pembroke Pines User Acceptance Testing Records Management.”

Questions #2 - Please provide a diagram and write-up of the Pembroke Pines network that will be used to support the RMS and mobile software users.

Answer #2 – See attachment to this addendum labeled “Visio-PPinesPDNetworkwithBSO”

Question #3 - Page 8, Par. 2, Interpretations and Addenda: Will the City provide addenda to the RFP via email, as well as by certified mail?

Answer #3 – The City only sends out addenda via email.

Question #4 - Will the City please provide vendors with a soft “editable” copy of the RFP document, in MS Word? This will allow vendors to provide a timely and legible response, and in an electronic format as required

Answer #4 – Attached to the email that contains this addendum are the following files in word format.

- Attachment A - Proposal Form (Rev1)
- Attachment C - Non-Collusive Affidavit
- Attachment D - Sworn Statement on Public Entity Crimes
- Attachment E - Proposers Qualifications Statement
- Attachment F - Local Vendor Preference Certification
- Attachment J - Specification Compliance Form (Rev1)

ATTACHMENTS

- Pembroke Pines User Acceptance Testing Records Management
- Visio-PPinesPDNetworkwithBSO

Christina Sorensen
Purchasing Manager
City of Pembroke Pines

Pembroke Pines User Acceptance Testing Records Management, Mobile Data Access and Motorola PrintTrac Integration UAT Requirements from awarded vendor.

Author: Pembroke Pines Technology Services Department; October 08, 2012

User Acceptance Testing requirements:

Introduction:

Overview of desired process of User Acceptance Testing, to be develop and completed by awarded vendor.

Post installation of the application and prior to Go-Live is ready to be released the crucial step is User Acceptance Testing.

In this step a group representing a cross section of end users tests the application. The user acceptance testing is done using real world scenarios and perceptions relevant to the end users.

User Acceptance Testing:

User Acceptance Testing is often the final step before rolling out the application.

Internally selected end users from the Pembroke Pines Police Department that are considered to be Subject Matter Experts in the use of the applications test the application before 'accepting' the application.

The goal of the test is to provide the end users the confidence that the application being delivered to them meets their requirement and fits their best practices for service delivery.

The testing should identify configuration, programming, and other bugs related to usability of the application.

User Acceptance Testing – Prerequisites:

Before the User Acceptance testing can be done the application and all required integration should be fully developed.

Various levels of testing (Unit, Integration and System) are already completed before User Acceptance Testing is done. As various levels of testing have been completed most of the technical bugs have already been fixed before UAT.

User Acceptance Testing – Goals:

To ensure an effective User Acceptance Testing Test cases are created by software vendor. These Test cases can be created using various use cases identified during the Requirements definition stage.

The Test cases ensure proper coverage of all the scenarios during testing.

During this type of testing the specific focus is the exact real world usage of the application. The Testing is done in an environment that simulates the production environment.

The Test cases are to be written using real world scenarios for the application.

User Acceptance Testing

The user acceptance testing will be done in a black box type of testing. In other words, the focus is on the functionality and the usability of the application rather than the technical aspects. It is generally assumed that the application would have already undergone Unit, Integration and System Level Testing.

However, it is useful if the User acceptance Testing is carried out in an environment that closely resembles the real world or production environment.

The steps taken for User Acceptance Testing typically involve one or more of the following:

- 1) User Acceptance Test (UAT) Planning
- 2) Designing UA Test Cases
- 3) Selecting a Team that would execute the (UAT) Test Cases
- 4) Executing Test Cases
- 5) Documenting the Defects found during UAT
- 6) Resolving the issues/configuration concerns/Bug Fixing and integration requirements.
- 7) Sign Off by Police Department Subject Matter Experts on use of the application.

User Acceptance Test (UAT) Planning:

As always the Planning Process is the most important of all the steps. This affects the effectiveness of the Testing Process. The Planning process outlines the User Acceptance Testing Strategy. It also describes the key focus areas, entry and exit criteria.

Designing UA Test Cases:

The User Acceptance Test Cases help the Test Execution Team to test the application thoroughly. This will ensure that the UA Testing provides sufficient coverage of all the scenarios.

The Use Cases created during the Requirements definition phase may be used as inputs for creating Test Cases. The inputs from Business Analysts and Subject Matter Experts are also used for creating.

Each User Acceptance Test Case describes in a simple language with precise steps to be taken to test each of the modules provide by the vendor in response to the city's request for proposal.

The vendors support team and the Project Team review the User Acceptance Test Cases.

Selecting a Team that would execute the (UAT) Test Cases:

- Selections of a Team that would execute the UAT Test Cases is an important step.
- The UAT Team is will be a best representation of the real world end users.
- The Team will be comprises of the actual end users who will be using the application.

Executing Test Cases:

The Testing Team executes the Test Cases and may additional perform random Tests relevant to them

Documenting the Defects found during UAT:

The Team logs their comments and any defects or issues found during testing.

Resolving the issues/Bug Fixing:

The issues/defects found during Testing are discussed with the Project Team, Subject Matter Experts and Vendors support team. The issues are resolved as per the mutual consensus and to the satisfaction of the end users with written documentation of each concern.

Sign Off:

Upon successful completion of the User Acceptance Testing and resolution of the issues the team generally indicates the acceptance of the application. This step is important in commercial software sales. Once the User “Accept” the Software delivered they indicate that the software meets their requirements.

The users now confident of the software solution delivered and the vendor can be paid for the same.

Key deliverables of User Acceptance Testing.

In the Traditional Software Development Lifecycle successful completion of User Acceptance Testing is a significant milestone.

The Key Deliverables typically of User Acceptance Testing Phase are:

- 1) The Test Plan- This outlines the Testing Strategy
- 2) The UAT Test cases – The Test cases help the team to effectively test the application
- 3) The Test Log – This is a log of all the test cases executed and the actual results.
- 4) User Sign Off – This indicates that the customer finds the product delivered to their satisfaction

Company Name: CTS America**PROPOSAL FORM****RFP #: IT-12-02****DATE: October 9, 2012****TO:** CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “Request for Proposals” dated August 21, 2012 titled
 “Public Safety (Police) Automatic Records Management and Mobile Computing System”
 attached hereto as a part hereof the undersigned proposes the following:

A. Purchase Option

1) Cost to provide a Public Safety (Police)
 Automatic Records Management and Mobile
 Computing System including all software and
 related services for the setup, customization,
 installation, training, implementation and the initial
 year of maintenance and support of the system, as
 specified in the RFP.

\$ 590,327

2) Additional cost (if any) and explanation of cost.

\$ _____

B. Financing Option

1) Principal amount to be financed (this should
 match the amount stated in the purchase option
 listed above for the cost to provide the system
 including all software and related services for the
 setup, customization, installation, training,
 implementation and the initial year of maintenance
 and support of the system)

\$ 590,327

2) Interest rate

0 %

3) Monthly payment

\$ 49,194 for 12 months
24,597 for 24 months
16,398 for 36 months
9,839 for 60 months

4) Length of the financing

12, 24, 36, 48 or 60 months
 Page 59

No Penalty for early pay-off

1 ½% per month after 30 days

7) Additional cost (if any) and explanation of cost. \$

C. Lease Option

\$ Not offered (see above)

months

%

\$

\$

Company Name: CTS America**D. Additional Information**

1) Cost of annual maintenance and support after the first year of service.

\$ 73,315 for year two

\$ 75,514 for year three

\$ 77,779 for year four

\$ 80,113 for year five

\$ 82,516 for year six

3) These prices are valid for 180 calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

113 business days

CTS Response: The number of business days that it will take to complete the project will be established and agreed upon in the Statement of Work. In our proposed project plan, the estimated number of days is 113 from signing of the contract and the mutually agreed upon Statement of Work. The plan estimates a development time of 30 days for the Motorola interface. This is an estimate until all the specifications are known and agreed upon.



City of Pembroke Pines

Company Name: CTS America**Proposal Checklist**

Is there at least one original and five copies of the proposal submitted within this package? Yes _____ Initial _____

Is there two electronic copies of the proposal submitted within this package? Yes _____ Initial _____

Are completed Attachments A, B, C, D, E, I & J included in this package? Yes _____ Initial _____

Please confirm receipt of addenda:

I received Addendum # 1 Dated 9/27/2012 Initial _____

I received Addendum # 2 Dated 10/2/2012 Initial _____

I received Addendum # _____ Dated _____ Initial _____

Did you receive any additional addenda? If so, please specify: _____

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CITY & STATE: _____

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TITLE: _____

Company Name: CTS America**PROPOSAL FORM****RFP #: IT-12-02****DATE: October 9, 2012****TO:** CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE “Request for Proposals” dated August 21, 2012 titled
 “Public Safety (Police) Automatic Records Management and Mobile Computing System”
 attached hereto as a part hereof the undersigned proposes the following:

A. Purchase Option

1) Cost to provide a Public Safety (Police)
 Automatic Records Management and Mobile
 Computing System including all software and
 related services for the setup, customization,
 installation, training, implementation and the initial
 year of maintenance and support of the system, as
 specified in the RFP.

\$ 590,327

2) Additional cost (if any) and explanation of cost.

\$ _____

B. Financing Option

1) Principal amount to be financed (this should
 match the amount stated in the purchase option
 listed above for the cost to provide the system
 including all software and related services for the
 setup, customization, installation, training,
 implementation and the initial year of maintenance
 and support of the system)

\$ 590,327

2) Interest rate

0 %

3) Monthly payment

\$ 49,194 for 12 months
24,597 for 24 months
16,398 for 36 months
9,839 for 60 months

4) Length of the financing

12, 24, 36, 48 or 60 months
 Page 59

No Penalty for early pay-off

1 ½% per month after 30 days

7) Additional cost (if any) and explanation of cost. \$

C. Lease Option

\$ Not offered (see above)

months

%

\$

\$

Company Name: CTS America**D. Additional Information**

1) Cost of annual maintenance and support after the first year of service.

\$ 73,315 for year two

\$ 75,514 for year three

\$ 77,779 for year four

\$ 80,113 for year five

\$ 82,516 for year six

3) These prices are valid for 180 calendar days after the bid has been opened. Please note: This must be greater than or equal to 120 calendar days after the bid opening.

4) Anticipated number of business days that it will take to complete the overall project.

113 business days

CTS Response: The number of business days that it will take to complete the project will be established and agreed upon in the Statement of Work. In our proposed project plan, the estimated number of days is 113 from signing of the contract and the mutually agreed upon Statement of Work. The plan estimates a development time of 30 days for the Motorola interface. This is an estimate until all the specifications are known and agreed upon.



Company Name: CTS America

Proposal Checklist

Is there at least one original and five copies of the proposal submitted within this package? Yes_____ Initial_____

Is there two electronic copies of the proposal submitted within this package? Yes_____ Initial_____

Are completed Attachments A, B, C, D, E, I & J included in this package? Yes_____ Initial_____

Please confirm receipt of addenda:

I received Addendum # 1 Dated 9/27/2012 Initial_____

I received Addendum # 2 Dated 10/2/2012 Initial_____

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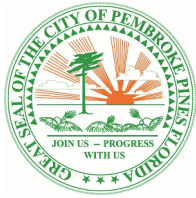
CITY & STATE: _____

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SIGNATURE: _____

TITLE: _____



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 10.

File ID: 13-2382

Type: Agreements/Contracts

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2013

Short Title: Award IT-12-02 Police Department Records
Management System

Final Action: 04/17/2013

Title: MOTION TO APPROVE THE EVALUATION COMMITTEE'S
RECOMMENDATION TO AWARD RFP # IT-12-02 "PUBLIC SAFETY
(POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE
COMPUTING SYSTEM" TO CTS AMERICA FOR A TOTAL COST OF
\$590,327, COMPOSED OF SIXTY MONTHLY PAYMENTS OF \$9,839,
ALONG WITH MAINTENANCE COSTS OF \$73,315 WHICH STARTS IN
YEAR TWO AND INCREASES ANNUALLY.

***Agenda Date:** 04/17/2013

Agenda Number: 10.

Internal Notes:

Attachments: 1. IT-12-02 Public Safety (Police) Automatic Records Management and Mobile Computing System, 2. Bid Tabulation, 3. Proposal Form - CTS America

0	Purchasing Manager	04/09/2013	returned for additional information	Public Services	
0	Purchasing Manager	04/11/2013	sent for Financial Impact Detail review	Budget	
0	Budget	04/11/2013	Reviewed for Financial Impact Detail	Finance Director	
0	Finance Director	04/11/2013	Approved as to Financial Impact Form	City Attorney	
0	City Attorney	04/11/2013	Reviewed by Legal	Assistant Fire Chief	
0	Assistant City Manager	04/11/2013	sent for approval	Commission Auditor	
0	Commission Auditor	04/11/2013	Approved by Commission Auditor	City Manager	
0	City Commission	04/17/2013	approve		Pass

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

Aye: - 6 Mayor Ortis, Castillo, Schwartz, Shechter, Commissioner Shechter, and
Commissioner Siple
Nay: - 0

MOTION TO APPROVE THE EVALUATION COMMITTEE'S RECOMMENDATION TO AWARD RFP # IT-12-02 "PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM" TO CTS AMERICA FOR A TOTAL COST OF \$590,327, COMPOSED OF SIXTY MONTHLY PAYMENTS OF \$9,839, ALONG WITH MAINTENANCE COSTS OF \$73,315 WHICH STARTS IN YEAR TWO AND INCREASES ANNUALLY.

SUMMARY EXPLANATION AND BACKGROUND:

1. The Pembroke Pines Police Department has utilized the VisionAir Report Management and Field Reporting software for approximately 15 years. The cost for the Software Support and Maintenance for the 2011-12 fiscal year was \$126,943.40.
2. Increasingly, the Police Department has found that the VisionAir software suite no longer meets its needs, nor does it conform to the established work flow patterns currently employed by the Department.
3. After conducting several on-site visits with other agencies that utilize different vendors, it was found that there were software packages that would allow the Police Department to better control the flow of data, increase information available to Officers and Detectives in the field, thereby increasing effectiveness and productivity.
4. In lieu of renewing the annual maintenance agreement with VisionAir, the Police Department decided that it was necessary to issue a solicitation based on their present needs, with an eye to the future for integration with the new Computer Aided Dispatch System (CAD) that will be going on-line in the near future. It is very important to establish synchronicity between these two programs so that the maximum productivity could be achieved with minimum interruption in services. It was equally important to integrate a new Records Management System that allowed easier access and control of data and reduced the necessity of software support at the lowest possible cost to the City.
5. On August 15, 2012, the City Commission authorized the advertisement of RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System", which was advertised on August 21, 2012.
6. On October 30, 2012, three bids were opened, the proposed prices for the purchase and financing options along with the maintenance costs are listed below:

	SunGuard		New World
Description	Public Sector	CTS America	Systems
Purchase Option:	\$1,026,008.60	\$ 590,327.00	\$ 1,418,583.00
Additional Costs	\$ 0.00	\$ 0.00	\$ 45,000.00
Total Cost	\$1,026,008.60	\$ 590,327.00	\$ 1,463,583.00
Financing Option:			
Principal	\$1,026,008.60	\$ 590,327.00	Not Applicable

Interest Rate	3.15%	0%	Not Applicable
Monthly Payment	\$ 18,504.50	\$ 9,839.00	Not Applicable
Number of Months	60	60	Not Applicable
Total Monthly Payments	\$1,110,270.00	\$ 590,340.00	Not Applicable
Maintenance Costs:			
Year 2	\$ 128,520.00	\$ 73,315.00	\$ 280,800.00
Year 3	\$ 128,520.00	\$ 75,514.00	\$ 290,800.00
Year 4	\$ 128,520.00	\$ 77,779.00	\$ 300,800.00
Year 5	\$ 128,520.00	\$ 80,113.00	\$ 310,800.00
Year 6	\$ 128,520.00	\$ 82,516.00	\$ 321,800.00
Total Maintenance Cost	\$ 642,600.00	\$ 389,237.00	\$ 1,505,000.00
Total 6 Year Cost:			
Purchase & Maint.:	\$1,668,608.60	\$ 979,564.00	\$ 2,968,583.00
Finance & Maint.:	\$1,752,870.00	\$ 979,577.00	Not Applicable

7. On December 12, 2012, the City convened an Evaluation Committee to review the three proposals. The Committee discussed the three proposals that were submitted and determined that the presentations from the vendors should include a line server environment presentation, so that the Committee could evaluate the full functionality of the proposed system.

8. On January 22, 2013, the Evaluation Committee re-convened to listen to the presentations and to engage in a question and answer session with each of the vendors. The Evaluation Committee was also tasked with evaluating the proposals according to the criteria that was presented in the RFP package.

9. The Evaluation Committee scored and ranked the vendors which resulted in CTS America being ranked as # 1. The Evaluation Committee unanimously approved to recommend CTS America to the City Commission for award of RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System".

10. Due to budget constraints, Administration has decided to utilize the Financing Option that will allow for 60 equal monthly payments instead of a large up-front cost for the Automatic Records Management and Mobile Computing System.

11. Recommend Commission to approve the Evaluation Committee's recommendation to award RFP # IT-12-02 "Public Safety (Police) Automatic Records Management and Mobile Computing System" to CTS America for a total cost of \$590,340, composed of sixty monthly payments of \$9,839.00, along with maintenance costs that starts in year two at \$73,315.00 and increases annually.

Item has been reviewed by the Commission Auditor and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$49,195 (5 months - May - September- at \$9,839 per month)

b) Amount budgeted for this item in Account No: None.

c) Source of funding for difference, if not fully budgeted: Upon Commission approval, budget adjustments will be made to the appropriate accounts to reflect the financing of this item. Funds are available in account # 1-521-3001-46801 - I.T. Maintenance contracts to make the monthly installments of \$49,195.

d) 5 year projection of the operational cost of the project:

Financing Costs (60 months at \$9,839 per month):

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$49,195	\$118,068	\$118,068	\$118,068	\$118,068
Net Cost	\$49,195	\$118,068	\$118,068	\$118,068	\$118,068

Annual Maintenance Costs:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$0	\$73,315	\$75,514	\$77,779	\$80,113
Net Cost	\$0	\$73,315	\$75,514	\$77,779	\$80,113

Total Financing & Maintenance Costs:

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$49,195	\$191,383	\$193,582	\$195,847	\$198,181
Net Cost	\$49,195	\$191,383	\$193,582	\$195,847	\$198,181

e) Detail of additional staff requirements: Not Applicable.